**CIVIL CODE**
**FROM THE REPUBLIC OF PANAMA**
Law No. 2 of August 22, 1916
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**OF THE LAW**

Article 1. The Law obliges both nationals and foreigners, residents or passersby in the territory of the Republic; and once promulgated, ignorance of it is no excuse.

Article 2. The court that refuses to rule on the pretext of silence, obscurity or insufficiency of the laws, you will incur liability.

**CHAPTER II**

**EFFECTS OF THE LAW**

Article 3. The laws will not have retroactive effect to the detriment of acquired rights.

Article 4. Mere expectations do not constitute a right against the new law that annuls or slash.

Article 5. The acts prohibited by law are null and void, except insofar as the law itself provides otherwise or expressly designates another effect than that of nullity in the case of contravention.

Article 5-A. Laws relating to family rights and duties, or the status, condition and legal capacity of the people, they oblige Panamanians even if they reside in foreign countries. This Article was Added by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 6. Assets located in Panama are subject to Panamanian laws, although their owners are foreigners and do not reside in Panama.

This provision shall be understood without prejudice to the stipulations contained in the contracts validly granted in a foreign country.





But the effects of contracts awarded in a foreign country to be fulfilled in Panama, are they will fix the Panamanian laws.

Article 7. The form and solemnities of contracts, wills and other instruments Public are determined by the law of the country in which they are awarded; unless in the case of acts or contracts to be fulfilled or take effect in Panama, the grantors prefer to be subject to Panamanian law. But in any case, the authenticity of such instruments, acts or contracts, is will test according to the rules established in the Judicial Code. The form refers to the formalities externalities and the authenticity to the fact that they were actually granted and authorized by the people and in the way it is expressed in such instruments.

Article 8. In cases where Panamanian laws require public instruments for evidence that must be rendered and produce effect in Panama, private deeds will not be valid, whatever their strength in the country in which they were granted.

**CHAPTER III**

**INTERPRETATION AND APPLICATION OF THE LAW**

Article 9. When the meaning of the law is clear, its literal wording will not be disregarded on the pretext of consult your spirit. But it is well possible, to interpret an obscure expression of the law, resort to her intention or spirit, clearly manifested in herself or in the trustworthy history of her establishment.

Article 10. The words of the law will be understood in their natural and obvious sense, according to the use

general of the same words; but when the legislator has expressly defined them for
certain matters, will be given in these cases their legal meaning.
Article 11. The technical words of all science or art will be taken in the sense given by the
who profess the same science or art; Unless it appears clearly that they have been taken in
diverse sense.
Article 12. When there is incompatibility between a constitutional provision and a legal one,
he will prefer that one.
Article 13. When there is no law exactly applicable to the point in dispute, the
laws that regulate cases or similar matters, and failing that, constitutional doctrine,
general rules of law, and custom, being general and in accordance with Christian morality.
Article 14. If some incompatible provisions are found in the codes of the Republic
among themselves, the following rules shall be observed in their application:
1. The provision relating to a special matter, or to businesses or particular cases, is preferred to
the one that has a general character.
2. When the provisions have the same specialty or generality and are in a
Same Code, the provision set forth in the subsequent Article will be preferred, and if it is in
various codes or laws, the provision of the Code or special law on the matter of
in question.
Article 15. Orders and other executive acts of the Government, issued in exercise of the
regulatory power, have binding force, and will be applied as long as they are not contrary to
the Constitution or the laws.
Article 16. All laws on civil matters prior to this Code are abolished.
Article 17. The laws that establish conditions for the administration of a civil status
different from those required by a previous one, they have binding force from the date they start
to rule.




Article 18. The laws that regulate marriage, divorce, the rights and obligations between
parents and children, between guardians and wards, and the usufruct and administration of other
people's property
will apply from the time they come into force, even if it has been acquired under the rule of law
above the marital status of the people to whom the new laws should apply. But
marital status of the people, acquired in accordance with the law in force on the date of its
constitution,
It will survive even if that law is abolished.
Article 19. When a new law restricts the ability of married women to manage their
assets, the restriction will not be effective, unless a term of one year has been completed, unless
the restriction
law provides otherwise.
By means of the Judgment of October 17, 1997, the Plenary of the Supreme Court of Justice
declares
that this Article is Unconstitutional.
Article 20. The existence of the rights of legal persons is subject to the rules
established in Article 18 about the civil status of people.
Article 21. All real right acquired under a law and in accordance with it, subsists under the

empire of another; but regarding its exercise and charges, the provisions of the new law.

Article 22. Possession constituted under a previous law is not retained, lost or recovered under the rule of a later law, but by the means or with the requirements indicated in the new law, but it is understood that the owner has been granted the time reasonably necessary to put the means or meet the requirements that the new law indicates.

Article 23. The rights deferred under a condition that, taking into account the provisions of a later law, it must be considered failed if it is not carried out within a certain period, they will subsist under the rule of the new law and for the time indicated by the preceding one, unless this time, in the part of its extension that runs after the issuance of the new law, exceeds the term in full that it indicates, because in such a case, if within the period thus counted the condition, it will be regarded as failed.

Article 24. Whenever a new law prohibits the constitution of several successive usufructs, and the first expired before she begins to rule, she has begun to enjoy the thing any of the subsequent usufructuaries, will continue to enjoy it under the rule of the new law for as long as it authorizes its title; but the right to subsequent usufructuaries, if any. The same rule will apply to the rights of use or successive room.

Article 25. The external solemnities of the testaments shall be governed by the law contemporary to their grant; but the provisions contained in them will be subordinate to the law in force in the time when the testator dies.

Consequently, the laws prior to the death of the testator shall prevail over the laws that at the same time in which he died regulated the capacity or unworthiness of the heirs or assignees, the legitimate ones, improvements, marital share and disinheritance.

This Article was Amended by Article 1 of Law No. 43 of May 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 26. If the will contains provisions that according to the law under which it was granted should be carried out, they will nevertheless have it, provided that they are not in opposition to the law in force at the time of the testator's death.

Article 27. In forced or intestate successions, the right of representation of so-called They will be governed by the law under which their opening has been verified.





Article 28. If the testated succession is opened under the rule of law, and in a will granted under the rule of another, an undetermined person was voluntarily called who, in the absence of the direct assignee, it must happen in whole or in part of the inheritance by right own or representation, this person will be determined by the rules to which that person was subject right according to the law under which the will was made.

Article 29. In the adjudication and partition of an inheritance or legacy, the rules that they ruled at the time of his denunciation.
Article 30. In every contract, the laws in force at the time of its celebration.
Except for this provision:
1. The laws concerning the way to claim in court the rights resulting from the contract; and
2. Those that indicate penalties for the case of infringement of the stipulated; which will be punished with according to the law under which it was committed.
Article 31. Acts or contracts validly entered into under the rule of law may to prove itself under the rule of another, by the means that it established for its justification; but The way in which the test must be taken will be subordinate to the law in force at the time it is render.
Article 32. Laws concerning the conduct and ritual of trials prevail on the previous ones from the moment in which they must begin to rule. But the terms that have started to run, and the proceedings and proceedings that have already started, will be They will be governed by the law in force at the time of their initiation.
Article 33. The prescription initiated under the rule of law, and that has not been completed even at the time of promulgating another that modifies it, it may be governed by the first or second, at the discretion of the prescriber; but choosing the last one will not begin to be counted until from the date on which the new law has come into force.
By means of the Judgment of October 27, 1964, the Plenary of the Supreme Court of Justice declares that this Article is Unconstitutional. Constitutional Jurisprudence, Volume I, Center for Legal Research of the University of Panama, Panama 1967, Page 495.
Article 34. What a subsequent law declares absolutely imprescriptible cannot be won by time under her rule, even though the prescriber had begun to possess her in accordance with a previous law authorizing prescription.

**CHAPTER III A**

**DEFINITION OF SEVERAL WORDS OF FREQUENTLY USED IN LAW**

This Chapter was Added by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925
Article 34-A. Call infant or child, anyone who has not reached seven (7) years; pre-pubescent, the a man who has not reached fourteen (14) years old and a woman who has not reached twelve (12); adult, the that he has stopped being prepubescent; of legal age or simply older, the one who has completed eighteen (18) years old and a minor or simply a minor, the one who has not met them.
The expressions of legal age or older, used in the law, include minors who have obtained age authorization in all things and cases in which the laws have not expressly excepted to these.
This Article was Amended by Article 1 of Law No. 107 of October 8, 1973, published in Official Gazette No. 17,457 of October 23, 1973.

Article 34-B. In cases where the law requires that a person's relatives be heard, a
You will understand that the people who are going to express themselves must be heard and in the following order:
1. The legitimate descendants;
2. The legitimate ascendants, in the absence of legitimate descendants;
3. The natural father and mother who have voluntarily recognized the child, or the latter at fault of legitimate descendants or ascendants;
4. The adoptive father and mother, or the adopted child, in the absence of relatives of numbers 1, 2
and 3rd;
5. The legitimate collaterals up to the sixth degree, in the absence of relatives of the numbers 1, 2, 3
and 4th;
6. Natural siblings, in the absence of the relatives expressed in the previous numbers;
7. Legitimate relatives who are within the second degree, in the absence of consanguineous previously expressed.
If the person is married, it will also be heard, in any of the cases of this Article, his spouse; and if one or some of those who should be heard, are not of legal age or are subject to the power of others, the respective guardians or the
persons under whose power and dependence they are constituted.
Article 34-C. The law distinguishes three kinds of fault and carelessness.
Serious fault, gross negligence, canned fault, is that which consists of not handling the business of others
with that care that even negligent or unwise people tend to use in their
own business. This fault in civil matters is equivalent to fraud.
Slight guilt, slight carelessness, slight carelessness, is the lack of that diligence and care that men ordinarily employ in their own business. Guilt or carelessness, no other
qualification, means fault or slight negligence. This kind of guilt is opposed to diligence o ordinary or medium care.
The one who must manage a business like a good parent is responsible for this
kind of guilt.
Guilt or very slight carelessness is the lack of that careful diligence that a judicious man he employs in the administration of his important businesses. This kind of guilt is opposed to extreme diligence or care.
The fraud consists of the positive intention to inflict injury on the person or property of another.
Article 34-D. Force majeure is the situation produced by acts of man, which are not it has been possible to resist, such as acts of authority exercised by public officials,
capture by enemies, and the like.
It is a fortuitous event that comes from events in nature that could not be
planned, such as a shipwreck, an earthquake, a conflagration and others of the same or similar nature.
This Article was Amended by Article 1 of Law No. 7 of January 27, 1961, published in Official Gazette No. 14,318 of January 27, 1961.
Article 34-E. All the terms of days, months or years that are mentioned in the laws or in

the decrees of the Executive Power, or in the decisions of the Courts of Justice, it shall be understood
that they must be complete; and they will also run until midnight on the last day of the term.
The first and last day of a period of months or years must have the same number in the respective months. The term of one month may therefore be 28, 29, 30 or 31 days, and the one year term of 365 or 366 days, depending on the case.
If the month in which a period of months or years is to begin consists of more days than the month in
that the term has to end, and if the term runs from any of the days on which the first of said months exceed the second, the last day of the term will be the last day of this second month.
These rules will apply to prescriptions, age ratings, and generally to
any terms or terms prescribed in the laws or in the acts of the authorities
national, unless the same laws or acts expressly provide otherwise.
Article 34-F When it is said that an act must be executed in or within a certain period, it is you will understand that it is valid if it is executed before midnight on which the last day of the term ends; and




when it is required that a period of time has elapsed for the birth or expiration of certain rights, it will be understood that these rights do not arise or expire until after midnight on that ends on the last day of that time frame.
Article 34-G. Within the periods indicated in the laws or in the decrees of the Executive Power, or in the decisions of the Courts of Justice, holidays will be understood, unless
the period indicated is of business days, thus expressing itself, then in such case, and when the Code
Judicial does not provide otherwise, holidays will not be counted.

**CHAPTER IV**

**REPEAL OF LAWS**

Article 35. The Constitution is a reform law and repeals the pre-existing legislation.
Any legal provision prior to the Constitution and that is clearly contrary to its letter and spirit, it will be discarded as unsubstantiated.
Article 36. A legal provision is deemed unsubstantiated by express declaration of the legislator or
due to incompatibility with subsequent special provisions, or due to the existence of a new law that
fully regulate the matter to which the previous provision referred.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 37. A repealed law will not revive the references made to it alone, or by
the law that repealed it had been abolished. A repealed provision will only regain its force in the form in which it appears reproduced in a new law, or in the event that the law subsequent to the repeal expressly establish that it recovers its validity.
In the latter case, it will be essential that the law that regains its validity is promulgated together with
the one that enforces it.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**BOOK ONE**
**OF PEOPLE**
**TITLE I**
**OF PEOPLE IN REGARD TO THEIR NATURE, NATIONALITY AND HOME**
**CHAPTER I**
**DIVISION OF PEOPLE**

Article 38. People are natural or legal.

All individuals of the human species are natural persons regardless of their age, sex, race or condition.

A legal person is a legal entity or fictitious person, of a political, public, religious nature, industrial or commercial, represented by a natural person or persons, capable of exercising rights and of contracting obligations.

Article 39. Natural persons are divided into nationals and foreigners, domiciled and passersby.

Nationals are those that the Constitution of the Republic declares such, namely:

1 All those who were born or were born in the territory of Panama, whatever the nationality of their parents.





2 The children of a Panamanian father or mother who were born in another territory, if they come to be domiciled in the Republic and express the will to do so.

3 Foreigners with more than ten years of residence in the territory of the Republic who professing any science, art or industry, or owning any real property or working capital, declare before the Panamanian municipality in which they reside their will to naturalize in Panama.

Six years of residence will suffice if they are married and have a family in Panama and three if they are married.

with Panamanian.

4 Colombians who, having taken part in the independence of the Republic of Panama, have declared their willingness to be, or so declare before the Municipal District Council where they reside.

Article 40. The persons not included in the previous Article are foreigners; but the law doesn't recognizes the difference between one and the other, regarding the acquisition and enjoyment of civil rights that regulates this Code. Residents and passersby will be dealt with in another Title of this Book.

**CHAPTER II**
**FROM THE PRINCIPLE OF THE EXISTENCE OF NATURAL PEOPLE**

Article 41. The existence of the natural person begins with the birth; but the conceived, yes comes to be born, under the conditions expressed in the following Article, it is considered born for all

the effects that favor you.
Unless proven otherwise and for the purposes of this Article, the born is presumed conceived three hundred (300) days before your birth.
This Article was Amended by Article 1 of Law No. 7 of January 27, 1961, published in Official Gazette No. 14,318 of January 27, 1961.
Article 42. For civil purposes, only the fetus that lives for a moment shall be deemed born even detached from the womb.
Article 43. The law protects the life of the unborn. The judge will therefore take request of any person or ex officio, the measures that seem convenient to protect the existence of the unborn, as long as he believes that he is in some way in danger; by Consequently, any penalty imposed on the mother for which the life or health of the creature, which she carries in her womb, will be deferred until after birth.
Article 44. The rights that would be conferred on the child in the maternal womb, if there were born and lived, will be suspended until the birth takes place, then entering the newborn in the enjoyment of said rights as if it had existed at the time it was they defined

**CHAPTER III**
**THE END OF THE EXISTENCE OF NATURAL PEOPLE**

Article 45. Civil personality is extinguished by the death of persons.
The minor age, the dementia or imbecility, the deaf-muteness of those who cannot read and write, are not more than legal personality restrictions. Those who are in any of these states are susceptible to rights and even obligations when these arise from the facts or Relations between the assets of the disabled person and a third party.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 46. If there is a doubt, between two or more people called to succeed each other, who of them has died First, the one who sustains the previous death of one or the other must prove it; in the absence of proof, they presume dead at the same time and the transmission of rights from one to another does not take place.




**CHAPTER IV**
**OF THE ABSENCE AND PRESUMPTION OF DEATH**
**SECTION ONE**
**PROVISIONAL MEASURES IN CASE OF ABSENCE**

Article 47. When a person has disappeared from his home without knowing his whereabouts and Without leaving a proxy to manage their assets, the court may, at the request of a legitimate party or of the Public Ministry, appoint who represents him in all that is necessary.
The same will be observed when under the same circumstances the power conferred by the absent.

Article 48. Once the appointment referred to in the previous Article has been verified, the court will agree
the necessary steps to ensure the rights and interests of the absentee, and will indicate the powers, obligations and remuneration of its representative, regulating them, according to the circumstances, so it is arranged with respect to curators.
Article 49. The absent spouse will be represented by the one who is present, when there is no are legally separated.
In the absence of a spouse, the parents, children and grandparents will represent the absent person in the order established
Article 53.
This Article was Amended by Article 1 of Law No. 7 of January 27, 1961, published in Official Gazette No. 14,318 of January 27, 1961.

**SECTION TWO**
**OF THE DECLARATION OF ABSENCE**

Article 50. After two years without having had news of the absentee, or since it was received the last, and five in the event that the absent person has left a person in charge of the administration of the assets, the absence may be declared.
Article 51. The following may request a declaration of absence:
1. The spouse present;
2. The heirs instituted in a will, who present a reliable copy of the same;
3. Relatives who have to inherit intestate; and
4. Those who have on the property of the absentee any right subordinate to the condition of his death.
Article 52. The judicial declaration of absence will not take effect until six months after its publication in the Official Gazette.

**THIRD SECTION**
**OF THE ADMINISTRATION OF THE ASSETS OF THE ABSENT**

Article 53. The administration of the assets of the absent person will be conferred in the following order:
1. To the spouse not legally separated;
2. The father, and, where appropriate, the mother;
3. To the children;
4. To the grandparents; and
5. Siblings who are not married, preferring double bind. If there is
several children or siblings will be preferred to the older ones.
If more than one grandparent attends, the youngest will have the preference, unless otherwise disabled
physical.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.




Article 54. The wife of the absent person of legal age may freely dispose of the property of any class belonging to it; but you may not sell, exchange, or mortgage the assets
those of the husband, nor those of the conjugal society, but with judicial authorization.

Article 55. When the administration corresponds to the children of the absent person, and they are minors,
They will be provided with a guardian, who will take charge of the assets with the formalities of the law.
Article 56. The administration ceases in any of the following cases:
1. When the absentee appears by himself or by proxy;
2. When the death of the absentee is proven, and his testamentary heirs or
intestate, and
3. When a third party appears proving with the corresponding document having
acquired by purchase or other title the assets of the absentee.
In these cases the administrator will cease in the performance of his position, and the assets will be
disposition of those who are entitled to them.

**SECTION FOUR**
**OF THE PRESUMPTION OF DEATH OF THE ABSENT**

Article 57. Five years after the absentee disappeared or the last ones were received
news of him, or sixty since his birth, or three months if his disappearance is due to cases of war, shipwreck, fire or any other loss, or accident, the Court at the request of the
The interested party will declare the presumption of death.
This Article was Amended by Article 45 of Law No. 1 of January 20, 1959,
published in Official Gazette No. 13,747 of January 28, 1959.
Article 58. The sentence in which the presumption of death of an absentee is declared will not be executed
until after six months, counted from its publication in the Official Gazette.
Article 59. Once the sentence of presumption of death is declared final, the succession will be opened in the
assets of the absentee, proceeding to their adjudication through the proceedings of the trials of testamentary or intestate, depending on the case.
Article 60. If the absentee shows up, or without showing up, his existence is proven, he will regain his
goods in the state they have, and the price of those sold or acquired with it; but no
you can claim fruits or income

**FIFTH SECTION**
**OF THE EFFECTS OF THE ABSENCE RELATING TO EVENTUAL RIGHTS OF THE ABSENT**

Article 61. Anyone who claims a right belonging to a person whose existence is not recognized must prove that it existed at the time its existence was necessary for
acquire it.
Article 62. Without prejudice to the provisions of the previous Article, open a succession to which
If an absentee is called, his part will be added to his joint heirs, unless there is a person with own right to claim it. The one and the other, where appropriate, should make an inventory of said assets with the intervention of the Public Ministry.
Article 63. The provisions of the previous Article are understood without prejudice to the actions of
request for inheritance or other rights that correspond to the absentee, their representatives or

successors. These rights will not be extinguished except for the period of time set for the prescription. In the registration made in the Register of real estate that accrues to the joint heirs will express the circumstance of being subject to what this Article provides.




**TITLE II**
**Of legal persons**

Article 64. The following are legal persons:
1. The political entities created by the Constitution or by the Law;
2. Churches, congregations, communities or religious associations;
3. Public interest corporations and foundations created or recognized by special law;
4. Public interest associations recognized by the Executive Power;
5. Non-profit private interest associations that are recognized by the Power Executive; and
6. Civil or commercial associations to which the law grants their own personality independent of that of each of its associates.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 65. The civil capacity of the legal persons referred to in subsection 1 of Article above will be regulated by the Constitution or the laws that have created them.

Article 66. Churches, communities, congregations or religious associations shall be governed by their respective canons, constitutions or rules, but so that they enjoy legal status need to be recognized by the Executive Power, who will make such recognition without further ado limitation than respect for Christian morality and public order; and whenever they don't know oppose in their principles, precepts or practices the Constitution or laws of the Republic.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, Published in Official Gazette No. 4,622 of April 25, 1925.

Article 67. The civil capacity of public interest corporations shall be regulated by the law that created or recognized them.

Article 68. The civil capacity of foundations will be regulated by the rules of their institution, approved by the Executive Power.

When the founder has not given the rules that should govern the foundation and when those that If it has been made impossible to apply, the Executive Power will establish them.

Article 69. The civil capacity of the associations referred to in paragraphs 5 and 6 of Article 64 it is regulated by its statutes, provided they have been approved by the Executive Power.

Article 70. The companies referred to in ordinal 7 of Article 64 shall be governed by the provisions of this Code relating to the partnership agreement and those of the Commercial Code.

Article 71. Legal persons may acquire or possess assets of all kinds, as well as contract obligations and exercise civil or criminal actions, in accordance with the laws and rules of your Constitution.

Article 72. If, due to the expiration of the period during which they were legally operating, or due to

carried out the purpose for which they were constituted, or because it is already impossible to apply the activity and
the means available to them, the corporations, associations and foundations ceased to function, Your assets will be given the application that the laws, or the statutes, or the fundamental clauses had in this forecast assigned. If nothing has been previously established, they will apply those goods to the realization of similar purposes, in the interest of the region or municipality that
they should mainly reap the benefits of the extinct institutions.
Article 73. Legal persons will be represented judicially or extrajudicially, by the natural persons that the laws, or the respective statutes, constitutions, regulations or




founding deeds determine; and in the absence of this determination by the people who agreement of the community, corporation or association in question, designate for that purpose.
Article 74. Foreign public interest corporations or associations that by the laws of the country of origin have legal status, they may also acquire it in the Republic with such that are recognized or authorized by the Executive Power and that they protocolize their statutes in the
notary of the respective circuit.
Article 75. The authorization or recognition of a legal person, in cases where such formality is necessary, it will be published in the OFFICIAL GAZETTE, and from that publication
verify the legal existence of the legal entity will begin to be counted.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**TITLE III**
**OF THE ADDRESS**
**CHAPTER I**
**OF THE HOME AS IT DEPENDS ON THE RESIDENCE AND THE MOOD OF REMAIN IN IT**

Article 76. The civil domicile of a person is in the place where he habitually exercises a employment, profession, trade or industry or where it has its main establishment.
Article 77. The intention to remain is not presumed, nor is domicile acquired consequently civil in the place, by the mere fact of inhabiting an individual for some time his own or someone else's house
in it, if he has his domestic home elsewhere, or by other circumstances it appears that the residence is accidental, such as that of the traveler, or that of the temporary commissioner, or that of the
engaged in some traveling traffic. Those found in that case are called passersby.
Article 78. The civil address does not change due to the fact that the individual resides for a long time in
another party, voluntarily or forcibly, keeping his family and the main seat of his businesses at the previous address.
Thus, confined by judicial decree to a specific place, it will retain the previous address, as long as he keeps his family and the main seat of his business there.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 79. The domicile is also established by the declaration made before the first political authority of the district, of the spirit to settle in it.
Article 80. The mere residence will act as a civil domicile, with respect to persons who do not have it formally constituted elsewhere.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 81. A special domicile may be stipulated for the performance of acts or contracts. determined. The resignation of the domicile if it is not accompanied by the choice of a special one,
authorizes to pursue the inmate at the address he had when he executed the act or celebrated the contract at the creditor's domicile.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.




Article 82. The domicile of legal persons is in the place where they have their address or administration, except as provided by its statutes or special laws. When they have permanent agents or branches in places other than the one where the address or administration, the place of the branch or agency with respect to the acts or contracts that they execute or celebrate through the agent.

**CHAPTER II**

**OF THE DOMICILE AS IT DEPENDS ON CIVIL CONDITION OR STATUS OF PEOPLE**

Article 83. This Article was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
Article 84. He who lives under parental authority follows the paternal domicile, and he who is under guardianship or conservatorship, that of your guardian or conservator.
Article 85. The domicile of a person will also be that of his servants or dependents who reside in the same house as her, without prejudice to the provisions of the preceding Articles.

**TITLE IV**

**OF THE ESPONSALES**

This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.

**TITLE V**

**OF MARRIAGE**

This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.

**TITLE VI**

**OBLIGATIONS AND RIGHTS BETWEEN SPOUSES**

This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.

**TITLE VII**

**NULLITY OF MARRIAGE AND ITS EFFECTS**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE VIII**
**OF THE SECOND OR SUBSEQUENT MARRIAGE**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE IX**
**OF PATERNITY AND FILIATION**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE X**
**OF THE LEGITIMATED CHILDREN**




This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XI**
**OF THE ADOPTION**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XII**
**OF THE PATRIA POTESTAD**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XIII**
**AGE HABILITATION**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XIV**
**OF ILLEGITIMATE CHILDREN**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XV**
**OF DISPUTED MATERNITY**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XVI**
**OF THE FOODS DUE BY LAW TO CERTAIN PEOPLE**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XVII**
**GUARDIANSHIP**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.

**TITLE XVIII**
**OF LA CURATELA**
This Title was Repealed by Article 838 of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**TITLE XIX**
**CIVIL STATUS REGISTRATION**
Article 310. The acts concerning the civil status of the persons shall be recorded in the Register intended for this purpose.
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Article 311. The Civil Status Registry will include birth registrations, marriages and deaths, and annotations of emancipations, recognitions, legitimations, adoptions, age qualification, final divorce or nullity judgments marriage and those issued in lawsuits of simple separation of bodies or property.
Article 312. The Civil Registry will be in charge in the Capital of the Republic of an employee who will appoint the President of the Republic and that he will remain in his position for as long as last your good conduct. That employee will carry the title of Registrar of Civil Status, it will depend of him the subordinate personnel appointed and will have the obligations indicated by the laws and regulations of the matter.
To be general director of the Civil Registry, the same requirements are required as to be magistrate of the Supreme Court of Justice or have a lawyer's degree and have performed the position of deputy director of the General Directorate of Civil Status for a period of no less than ten years.
The first officer of the central office will be the deputy director of the Civil Registry, and as such will attend the General Registrar in the performance of his position, complying with all his orders and instructions;
will replace you in cases of absence, illness or any other legitimate impediment, and will enjoy the salary of one hundred and fifty balboas per month.
Article 313. With the exception of the District of Panama, where all registrations, except those cases provided especially in this Code, must be made directly in the Central Registry, In the form and with the requirements established here, there will be in all the Districts of the Republic an auxiliary Registry of Civil Status.
The Municipal Mayors of the Republic will be the main Assistant Registrars in the respective Districts of their jurisdiction, and will keep a daily list of births, marriages and deaths that occur, using skeletons, pictures or formulas forms that the Registrar General sends them. Those skeletons, pictures or formulas must be kept in double original signed by the Assistant Registrar together with the witnesses of the registration, and one of them must be sent by immediate mail to the central office of the Civil Registry, keeping the other in the Mayor's Office of the District until all its folios, will be closed by the respective Registrar, putting on the back of the last entry a diligence

signed by him and his Secretary, if any, analogous to the closing of the books of the Central Registry, and will forward it to this office for filing.
This Article was Amended by Law No. 43 of April 30, 1941, published in the Gazette Official N ° 8.505 of May 5, 1941.
Article 313-A. The Police Corregidores in the villages or neighborhoods of the Districts of the Republic, will be the Assistant Registrars in their respective jurisdictions and will exercise those functions with the same prescriptions of the previous Article, but they will be limited to carrying only a daily list of births or deaths that occur.
This Article was Added by Article 1 of Law N ° 43 of April 30, 1941, published in Official Gazette No. 8.505 of May 5, 1941.
Article 313-B. In special cases they will accidentally perform the functions of Auxiliary Registrars the captains or masters of the ship, the Chiefs with effective command of military or police bodies or detachments, the directors of public schools and the telegraphers and postal administrators, who will be appointed by the Registrar of the Civil status.
This Article was Added by Article 1 of Law N ° 43 of April 30, 1941, published in Official Gazette No. 8.505 of May 5, 1941.
Article 313-C. In addition to the attributions that the laws indicate to the Representatives Municipal,




shall have the character of permanent Civil Registry Inspectors in the districts of their jurisdiction, and as such they will be attended to and complied with by the Assistant Registrars.
This Article was Added by Article 1 of Law N ° 43 of April 30, 1941, published in Official Gazette No. 8.505 of May 5, 1941.
Article 314. The diplomatic and consular agents of the Republic abroad are the those in charge of the Civil Registry regarding Panamanians residing in the place where they exercise their functions.
Article 315. The records of the Registry will be proof of marital status, which can only be supplied by others in the event that they did not exist or the books had disappeared of the Registry, except for the provisions on legitimate affiliation or when the court arises contention over its validity.
Article 316. Every parent, head of household, hotel or guesthouse owner, director or head of barracks, prisons, hospitals or asylums, or captain of a ship, where a birth or a death, you have the duty to participate within eight days immediately to the local authority in charge of the Registry. If the event occurs on a ship during its trip, the notice will be given on same day that the ship arrives at the port. The document will be signed by the person who gives it notice, by two witnesses and by the authority that keeps the Registry.
Article 317. Once the annotation of the birth or death has been made before the local authority, it It will give the interested party a proof of having verified the registration.
The directors, guards and porters of public and private cemeteries will not allow no corpse is buried without proof of having registered the death by a registrar local marital status.

Article 318. Within the third day following that on which a marriage takes place, the public official or the priest, will give the report of the case to the local office of the Civil Registry,
according to the formulas or skeletons adopted.
Any valid marriage under the previous laws celebrated at any time in the territory of the Republic or by Panamanians abroad, it will be entered in the registry upon request of any person. To this end, the necessary proof must be presented in the legal form or the final judgment that additionally declares the existence of the marriage whose inscription is requested.
Births that occurred prior to April 15, 1914, in what is now the territory of the Republic, they will be registered in the Civil Registry, at the request of the interested party, presenting the
effect authentic documents that prove such births.
For the fulfillment of this Article and the previous one, they will be opened in the central office of the Registry
Civil special books for such registrations.
This Article was Amended by Article 3 of Law No. 53 of April 9, 1919, published in Official Gazette No. 3,072 of April 22, 1919.
Article 319. The Notary Public before whom the legal formalities are carried out recognition of a natural child or the legitimation, emancipation or adoption of a child, has the duty to appear before the local registry authority the same day the act is verified,
to sign the respective skeleton or formula.
Article 320. The courts that issue rulings granting, admitting, declaring or modifies a marital status or the loss of it is decided or sentenced, they have the duty to pass copy of the respective sentence to the local authority of the Registry, or to the Registrar of Civil Status
so that he makes the consequent annotations.
Article 321. Naturalizations of foreigners and declarations of option for the Panamanian nationality, or the recognition thereof, in the cases provided for in Article 6




of the Constitution, will not have any legal effect, as long as they are not registered in the Registry of the
Civil Status, whatever the proof with which they are accredited and the date on which they had been
granted.
Article 322. The dates of the statements made by foreigners to acquire domicile or neighborhood anywhere in the Republic, will not be other than the registration of them in the Registration, even if residency has begun previously.
Article 323. Regarding the form and requirements of the inscriptions, books that must be take, distribution and use of forms and other acts of the organization of the Registry
Civil will abide by the provisions of the Regulation that will appear as an appendix to this code and in the
others that are dictated.

**BOOK TWO**

**OF THE ASSETS AND ITS DOMAIN, POSSESSION, USE AND ENJOYMENT**

**TITLE I**

**OF THE VARIOUS KINDS OF GOODS**

Article 324. All things that are or may be the object of appropriation are considered as property, movable or immovable.

**CHAPTER I**

**OF REAL ESTATE**

Article 325. Real estate is considered:

1. The lands, buildings, roads and constructions of all kinds, attached to the ground;
2. The trees and plants and the pending fruits, as long as they are attached to the earth or form an integral part of a property;
3. Everything that is attached to a property in a fixed way, so that it cannot be separated of him without breaking the matter or deterioration of the object;
4. Statues, reliefs, paintings or other objects of use or ornamentation, placed in buildings or estates by the property owner in such a way that reveals the purpose of uniting them a permanent way to the farm;
5. The machines, glasses, instruments or utensils intended by the owner of the farm to industry or exploitation that takes place in a building or estate, and that directly attend meet the needs of the farm itself;
6. Animal nurseries, lofts, hives, fish ponds or similar hatcheries, when the owner has placed or retains them for the purpose of holding them together with the farm, and forming part of it in a permanent way;
7. The fertilizers destined to the cultivation of an inheritance that are in the lands where they are be used;
8. The mines, quarries and slag, while their matter remains attached to the deposit, and the living or stagnant waters;
9. Dams and constructions that, even when floating, are intended for their purpose and conditions to remain at a fixed point on a river, lake or shore;
10. Administrative concessions for public works and easements and other rights real estate.

**CHAPTER II**

**OF MOVABLE PROPERTY**

Article 326. Movable property is deemed to be those susceptible of appropriation not included in the
Previous chapter, and in general all those that can be transported from one point to another without
impairment of the immovable thing to which they were attached.





Article 327. Rights and obligations, and actions are also considered movable property. even if they are mortgages, which are aimed at sums of money or movable effects; the actions and participation quotas in commercial or civil companies even when they have real estate, and income and pensions.

**CHAPTER III**

**OF THE ASSETS ACCORDING TO THE PEOPLE TO WHOM THEY BELONG**

Article 328. The goods are in the public domain or private property.
Article 329. The following are public domain assets:
1. Those intended for public use, such as roads, canals, rivers, streams, ports and bridges built by the State, the banks, beaches, roads and other similar;
2. Those that belong exclusively to the State, without being of common use, and are destined to some public service or the promotion of national wealth, such as walls, fortresses and others works for the defense of the territory, and the mines, while their concession is not granted;
3. The air.
Article 330. All other property belonging to the State in which the
Circumstances expressed in the previous Article have the character of private property.
Article 331. The assets of the Municipalities are divided into assets for public use and assets patrimonial.
Article 332. Assets in the public domain and for public use in municipalities when they cease to be
be intended for general use or the needs of the defense of the territory, they become part of the property owned by the State.
Article 333. They are goods for public use, in the municipalities, the neighborhood roads, the squares,
streets, bridges and public waters, promenades and general service public works paid for by the same municipalities.
The sidewalks are part of the streets.
All other assets that the municipalities possess will be patrimonial and will be governed by the provisions of this Code, except as provided in special laws.
Article 334. They are private property, in addition to the patrimonial of the State and the municipality, those belonging to individuals, individually or collectively.

**CHAPTER IV**

**PROVISIONS COMMON TO THE PREVIOUS THREE CHAPTERS**

Article 335. When by provision of the law, or by individual declaration the expression of things or real estate or of things or movable property, the following shall be understood listed in Chapter I and Chapter II of this Title.
When only the word "furniture" is used, money will not be understood as
credits, bills of exchange, securities, jewelry, scientific collections, books, medals, weapons, clothing, cavalry, carriages and their trappings, grains, wines and merchandise, or other things that
their main destination is not to furnish or furnish the rooms, except in the case in which, context of the law, or of the individual statement, it is clearly to the contrary.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 336. When for sale, donation, legacy or other provision in which reference is made to movable or immovable things their possession or property is transmitted with everything that is find, will not be understood included in the transmission, the cash, securities, credits and shares
2. 3



whose documents are found in the thing transmitted, unless it is clearly stated the will of extend the transmission to such values and rights.

**TITLE II**
**OF THE PROPERTY**
Article. 337. Property is the right to enjoy and dispose of something, without further limitations than those established by law.
The owner has an action against the owner of the thing to claim it.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 338. No one may be deprived of his property except by competent authority and by serious reasons of public utility, always prior to the corresponding compensation.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 339. The owner of a land is the owner of the ground and the subsoil. You can do the works in it,
plantations and excavations that suit it, subject to the easements determined by the law.
Regarding the mines and other natural resources to which the Nation is entitled, it will be what establish the Mining Code, the Fiscal Code and the Administrative Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 340. The hidden treasure belongs to the owner of the land where it is found.
When the discovery was made on the property of another or the State and by chance, half will be applied to the discoverer.
If the effects discovered are interesting for the sciences or the arts, the State may acquire them for a fair price, which will be distributed in accordance with what has been declared.
Article 341. Anyone may request permission from the owner of an estate or building.
digging in the ground to get money or jewelry that I will claim to belong to and be hidden in he; and if I point out the place where they are hidden and give competent assurance that it will prove
right over them, and that he will pay all damages to the owner of the property or building, he may not
The latter deny permission, or oppose the extraction of said money or jewelry.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 342. The discovery and exploitation of guacas or graves and patios de indios, is
They will be governed by the provisions of the Mining Code. But when the discovery of a guaca or burial is accidental or fortuitous, it will be considered as discovery of treasure.
Article 343. For the purposes of the law, treasure is understood to be the hidden and ignored deposit of
money, jewelery or other precious objects, whose legitimate belonging does not appear.
Article 344. Talent productions are the property of their author, and will be governed by laws specials.
**TITLE III**
**OF OCCUPATION**

Article 345. By occupation the domain of things that do not belong to anyone is acquired, and whose acquisition is not prohibited by law or by international law.
Article 346 to Article 357. These Articles were Repealed by Article 84 of Law No. 24 of June 7, 1995, published in Official Gazette No. 22,801 of June 9, 1995.
Article 358. In the rest, the exercise of hunting and fishing will be subject to the laws and special provisions that are issued on the matter.
Article 359. Domestic animals are subject to control.
The owner retains this control over runaway domestic animals, even when they have entered foreign lands; Except insofar as the police laws establish otherwise.
Article 360. Estimate vacant assets, the properties that are within the territory national without apparent or known owner, and show us the furniture that is in the same case.
Article 361. Vacant assets and stores belong to the municipalities within whose jurisdiction are.
Article 362. If the owner of a thing appears that has been considered vacant or shows, before that the respective municipality has alienated it, it will be restored, paying the expenses of the apprehension, conservation and others that affect and that which by law corresponds to found or reported the thing vacant.
If the owner has offered a reward on the find, the complainant will choose between the award set by law and the reward offered.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 363. Once the thing is alienated, it will be regarded as irrevocably lost to the owner.

## TITLE IV
## ACCESSION

Article 364. The property of the goods gives the right by accession to all that they produce, or it joins or incorporates them, naturally or artificially.

### CHAPTER I
### THE RIGHT OF ACCESSION REGARDING THE PRODUCT OF THE GOODS

Article 365. The fruits belonging to the owner are natural or civil.
Article 366. Natural fruits are those that nature gives, whether or not the industry helps. human.
Civil fruits are the rent of the buildings, the price of the lease of land and the amount of the rents.
Article 367. Natural fruits are called pending while they still adhere to the thing that produces them, such as plants that are rooted in the ground, or the products of plants as long as they have not been separated from them.
Perceived natural fruits are those that have been separated from the productive thing, such as cut woods, harvested fruits and grains, etc., and are said to have been consumed when they have been truly, or have been alienated.
Civil fruits are called pending while they are due, and received from the moment they are collected.

Article 368. Whoever receives the fruits has the obligation to pay the expenses incurred by a third for its production, collection and conservation.
Article 369. Natural fruits are not considered but those that are manifest or born.
With regard to animals, it is enough that they are in their mother's womb, even if they were not born.

**CHAPTER II**
**OF THE RIGHT OF ACCESSION WITH REGARD TO REAL ESTATE**

Article 370. What has been built, planted or sown on foreign land, and improvements or repairs made in them, belong to the owner thereof, subject to what is provided in the
Next articles.
Article 371. All the works, sowings and plantations are presumed made by the owner already its coast, as long as the contrary is not proven.
Article 372. The owner of the land that makes in it, by himself or by another, plantations, constructions or works with foreign materials, you must pay their value; and if he had acted badly
faith, will also be obliged to compensate for damages. The owner of the materials
You will have the right to withdraw them only if you can do so without prejudice to the work built, or without the plantations, constructions or executed works perishing.
Article 373. The owner of the land on which it is built, sown or planted in good faith, will have right to make the work, sowing or planting his own, after compensation, or to oblige the sowed, the corresponding rent.
Article 374. Whoever builds, plants or sows in bad faith on someone else's land, loses what has been built,
planted or sown, without the right to compensation.
Article 375. The owner of the land on which it has been built, planted or sown in bad faith, may demand the demolition of the work or that the planting and sowing be started, replacing the things to their primitive state at the expense of the one who built, planted or sowed.
Article 376. When there has been bad faith, not only on the part of the one who builds, sows or plants in
foreign land, but also on the part of its owner, the rights of one and the other will be the same as they would have if both had acted in good faith.
It is understood to have bad faith on the part of the owner provided that in fact it has been executed at his
sight, science and patience, without being opposed.
Article 377. If the materials, plants or seeds belong to a third party that has not come from bad faith, the owner of the land shall be liable for its value subsidiarily, and in the only case of that the one who employed them has no assets with which to pay.
This provision will not take place if the owner uses the right granted by Article 375.
Article 378. The owners of the properties bordering the riverbanks belong to the increase that they receive gradually as a result of the current of the waters.
Article 379. The owners of the estates bordering ponds or lagoons do not acquire the land discovered by the natural decrease of the waters, nor do they lose that which they flood in the
extraordinary floods.

Article 380. When the current of a river, stream or torrent segregates from an inheritance on its bank
a known piece of land and transports it to another inheritance, the owner of the farm to which The segregated part belonged to, it retains its property, but if it does not claim it within the subsequent year, the owner of the site to which it was transported will make it his.




Article 381. Trees uprooted and transported by the current of water belong to the
owner of the land where they will end up, if they do not claim them within two months the former
owners. If they claim them, they must pay the expenses incurred in picking them up or putting them in
safe place.
Article 382. The channels of the rivers that are left abandoned by naturally varying the course of The waters belong to the owners of the riverside lands along the entire length of each
one. If the abandoned channel separated estates of different owners, the new dividing line
it will run equidistant from one to the other.
Article 383. The islands that are formed in the seas adjacent to the coasts of Panama and in the Navigable or floating rivers belong to the State.
Article 384. When a navigable or floating river, naturally varying direction, opens
a new channel in private inheritance, this channel will enter the public domain. The owner of the inheritance will recover it whenever the waters leave it dry again, already naturally, already by works legally authorized for this purpose.
Article 385. The islands that by successive accumulation of superior trawls are formed in rivers, belong to the owners of the margins or banks closest to each one, or to those of
both banks, if the island is in the middle of the river, dividing then longitudinally
in half. If a single island thus formed is more distant from one margin than another, it will be entirely
owner of it the one of the nearest margin.
Article 386. When the river current is divided into arms, leaving an inheritance or part isolated of it, the owner of the same keeps his property. It also keeps it if it is separated from
the inheritance by the stream a portion of land.

**CHAPTER III**

**THE RIGHT OF ACCESSION WITH RESPECT TO MOVABLE PROPERTY**

Article 387. When two movable things, belonging to different owners, are united in such a way so that they come to form a single, without the intervention of bad faith, the owner of the main acquires the accessory, indemnifying its value to the previous owner.
Article 388. Among two incorporated things, the one that has been joined by another is considered to be the main one.
for ornament, or for use or perfection.
Article 389. If it cannot be determined by the rule of the previous Article which of the two things incorporated is the main one, it will be considered as the most valuable object, and between two objects of equal
value, the one with the largest volume.

In painting and sculpture, in printed writings, engravings and lithographs, it will be considered accessory
the board, the metal, the stone, the canvas, the paper or the parchment.
Article 390. When the united things can be separated without detriment, the respective owners they may demand separation.
However, when the thing joined for the use, beautification or perfection of another, it is very more precious than the main one, the owner of that one can demand its separation, even if it suffers some
to the detriment of the other to which he joined.
Article 391. When the owner of the accessory thing has made its incorporation in bad faith, it loses
the thing incorporated and has the obligation to indemnify the damages that it has suffered.
If the person who has acted in bad faith is the owner of the main thing, the owner of the accessory
You will have the right to choose between having him pay for its value or that the thing that belongs to him is separated,
although for this it is necessary to destroy the main one; and in both cases, in addition, there will be
compensation for damages.




If any of the owners has done the incorporation by sight, science and patience and without opposition
of the other, the respective rights will be determined in the manner provided for the case of having
acted in good faith.
Article 392. Whenever the owner of the material used without his consent has the right
To compensation, it can demand that it consist of the delivery of an equal thing in kind and value, and in all circumstances to the employee, or at her price, according to appraisal expert.
Article 393. If by the will of their owners two things of the same or different species are mixed, or
if the mixture is verified by chance, and in the latter case things are not separable without detriment, each owner will acquire a right proportional to the part that corresponds to him, attended to the value of things mixed or confused.
Article 394. If by the will of a single one, but with good faith, two things are mixed or confused of the same or different species, the rights of the owners will be determined by the provisions of the previous Article.
If the one who made the mixture or confusion acted in bad faith, he will lose the thing that belongs to him mixed
or confused, in addition to being obliged to indemnify the damages caused to the owner of the thing with which he made the mixture.
Article 395. He who in good faith used foreign matter in whole or in part to form a work of a new species, he will make the work his own, indemnifying the value of the material to the owner of it.

If it is more precious than the work in which it was used, or superior in value, the owner of it may,
at your choice, keep the new species, after compensation for the value of the work, or request compensation of the matter.
If bad faith intervened in the formation of the new species, the owner of the material has the right to
keep the work without paying anything to the author, or demand from him to compensate him for the value of the
matter and damages that have been followed.

**TITLE V**

**OF THE SLOPE AND MOUNTING**

Article 396. Every owner has the right to demarcate his property with a summons from the owners.
of the adjoining properties.
The same faculty will correspond to those who have real rights.
Article 397. The demarcation will be made in accordance with the titles of each owner, and, in the absence of
Enough titles, for what will result from the possession in which the neighboring ones were.
Article 398. If the titles do not determine the limit or area belonging to each owner, and the question cannot be resolved by possession or by other means of proof, the demarcation will be made
distributing the land object of the contest, in equal parts.
Article 399. If the neighboring titles indicate a space greater or less than the one that comprises the entire land, the increase or lack will be distributed proportionally.

**TITLE VI**

**OF THE COMMUNITY OF PROPERTY**

Article 400. There is a community when the property of a thing or a right belongs to undivided several people.
In the absence of contracts, or special provisions, the community will be governed by the prescriptions
of this Title.
Article 401. The participation of the participants, both in the benefits and in the charges, will be proportional to their respective quotas.





Until proven otherwise, the portions corresponding to the
participants in the community.
Article 402. Each participant may use common things as long as they have them.
according to their destiny and in a way that does not harm the interest of the community, or prevent
partners to use them according to their right.
Article 403. Every co-owner shall have the right to oblige the participants to contribute to the costs of conservation of the thing or common law. This obligation may only be exempted from that he renounces the part that belongs to him in the domain.
Article 404. This Article was Repealed by Article 73 of Law No. 13 of April 28,

1993, published in Official Gazette No. 22,275 of April 30, 1993.
Article 405. None of the co-owners may, without the consent of the others, make alterations in the common thing, although they could be advantages for all.
Article 406. For the administration and better enjoyment of the common thing, the agreements of the majority of the participants.
There will be no majority until the agreement is taken by the participants that represent the greater quantity of the interests that constitute the object of the community.
If it is not a majority, or its agreement is seriously detrimental to those interested in the common thing, the judge will provide, at the request of the party, what corresponds, including appointing a
administrator.
When part of the thing belongs privately to a participant or one of them, and another is common, only to this the previous provision will be applicable.
Article 407. Every joint owner will have full ownership of his part and that of the fruits and profits.
that correspond to it, being able, in consequence, to alienate it, assign it or mortgage it, and even replace another in its use, except in the case of personal rights. But the effect of
the sale or mortgage, in relation to the co-owners, will be limited to the portion that is adjudged to him in the division when ceasing the community.
Article 408. No co-owner will be obliged to remain in the community. Each one of they may request, at any time, that the common thing be divided.
This, however, will be valid the pact to keep the thing undivided for a determined time, which do not exceed ten years. This period may be extended by a new convention.
Article 409. Notwithstanding the provisions of the preceding Article, the co-owners may not demand the division of the common thing, when doing it, it is useless for the use to which it is intended.
Article 410. The division of the common thing may be made by the interested parties, or by the arbitrators or
friendly composers, appointed at the discretion of the participants.
In the case of being verified by arbitrators or friendly composers, they must form parties proportional to the right of each, avoiding, as far as possible, supplements to
metal.
Article 411. The creditors or assignees of the participants may attend the division of the common thing and to oppose to the one that is verified without his contest. But they will not be able to contest the
consummated division, except in case of fraud or in the case of having verified, notwithstanding the
opposition formally filed to prevent it, and always except for the rights of the debtor or the assignor to maintain its validity.
Article 412. When the thing is essentially indivisible or does not admit comfortable division and the
co-owners do not agree to award one of them, indemnifying the others,
will sell and share its price.
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Article 413. The division of a common thing does not harm a third party, who will keep the mortgage rights, easement or other real rights that belonged to you before making the partition. They will also retain their force, despite the division, the personal rights that belong to a third party against the community.
Article 414. The rules shall apply to the division between the participants in the community. concerning the partition of the inheritance.

## TITLE VII
## OF POSSESSION
### CHAPTER I
### OF POSSESSION AND ITS SPECIES

Article 415. Possession is the retention of a thing or the enjoyment of a right with intention. of owner; and holding retention or enjoyment without that encouragement.
Article 416. Possession with respect to each thing or right may be exercised in one's own name or in
name of another.
Article 417. Purely optional acts and those of mere tolerance cannot serve as
basis for the acquisition of legitimate possession by the person who executes them with the consent of the holder.
Article 418. The person who is unaware that in his title or manner of acquiring
there is a vice that invalidates it.
The person who is found in the opposite case is considered to have bad faith.
Article 419. Good faith is always presumed, and whoever affirms the bad faith of a possessor the proof corresponds.
Article 420. Possession acquired in good faith does not lose this character except in the case and from the
moment in which there are acts that prove that the possessor is not unaware that he owns the thing
improperly.
Article 421. It is presumed that possession continues to be enjoyed in the same way as acquired, until proven otherwise.
Article 422. Only things and rights that are susceptible to
appropriation.

### CHAPTER II
### OF THE ACQUISITION OF POSSESSION

Article 423. Possession is acquired by the material occupation of the thing or right possessed, due to the fact that they remain subject to the action of our will, or by our own acts and legal formalities established to acquire such right.
Article 424. Possession can be acquired by the same person who is going to enjoy it by his legal representative, by his agent and by a third party without any mandate; but in the latter In this case, possession shall not be understood to have been acquired until the person in whose name
verified the possessory act ratifies it.
Article 425. Possession of hereditary assets is understood to be transmitted to the heir without interruption and from the moment of the deceased's death, in the event that it is acquired the Heritage.

He who validly repudiates an inheritance, it is understood that he has not possessed it at any time.
Article 426. In no case may legal possession be violently acquired while there is a possessor who opposes it. The one that is created with action or right to deprive another of the possession of a thing, as long as the possessor resists the delivery, he must request the aid of the competent authority.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 427. Possession of the thing is not understood to be lost while it is under the power of the possessor, even if he accidentally ignores his whereabouts.
Article 428. Whoever happens by hereditary title will not suffer the consequences of possession. vicious of her cause, if it is not shown that she had knowledge of the vices that affected her; but the effects of possession in good faith will not benefit you until from the date of death of the deceased.
Article 429. Minors and the disabled can acquire possession of things; but need the assistance of their legitimate representatives to use the rights that arise from your favor.
Article 430. Acts merely tolerated, and those executed clandestinely and without the knowledge of the possessor of a thing, or with violence, does not affect possession.
Article 431. Possession, as a fact, cannot be recognized in two different people, outside of cases of indivision. If a dispute arises over the fact of possession, it will be considered as best possession that is based on legitimate title; in the absence of this or in the presence of equal titles,
the oldest possession; being of the same date, the current one, and if both are doubtful, it will be the thing in deposit while deciding who it belongs to.

**CHAPTER III**

**OF THE EFFECTS OF POSSESSION**

Article 432. Every possessor has the right to be respected in his possession; and, if I am disturbed
in it, he must be protected or restored in said possession by the means established by the Judicial and Administrative Codes.
Article 433. This Article was Repealed by Article 2 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 434. The possessor has in his favor the legal presumption that he possesses with just title, and not
you can be forced to display it.
Article 435. The possession of a root thing supposes that of the furniture and objects that are found
within it, as long as it is not established or proven that they should be excluded.
Article 436. Each one of the participants of a thing that is owned in common, will be understood to have
possessed exclusively the part that, when divided, fits him, during the entire time that the undivided. The interruption in the possession of all or part of a thing owned in common, it will harm everyone equally.
Article 437. The holder in good faith endorses the fruits received as long as it is not

possession legally interrupted.
Natural fruits are understood to be perceived from the moment they are raised or separated.
Civil fruits are considered produced by days, and belong to the possessor in good faith in that proportion.
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Article 438. If at the time that good faith ceases, some fruits are pending
natural, the holder will have the right to the expenses that he would have made for its production, and
in addition, to the part of the liquid product of the harvest proportional to the time of its possession.
The charges will be prorated in the same way between the two holders.
The owner of the thing can, if he wishes, grant the possessor in good faith the power to conclude the cultivation and harvest of the pending fruits, as compensation for the part of cultivation expenses and the liquid product that belongs to him; the possessor in good faith that by
For any reason you do not want to accept this concession, you will lose the right to be compensated by another
mode.
Article 439. The necessary expenses are paid to all possessors; but only the one in good faith can retain the thing until they are satisfied.
Useful expenses are paid to the holder in good faith with the same right of retention, being able choose the one that had expired in his possession, to satisfy the amount of the expenses, or pay the increase in value that the thing has acquired for them.
Article 440. The expenses of pure luxury or mere recreation are not payable to the holder in good faith;
but you can take the adornments with which you would have embellished the main thing, if you do not suffer
deterioration and if the successor in possession does not prefer to pay the amount spent.
Article 441. The possessor in bad faith shall pay the fruits received and those that the legitimate possessor
could have received, and will only have the right to be reimbursed for the necessary expenses made
for the conservation of the thing.
Expenses made in luxury improvements and recreation will not be paid to the possessor in bad faith; but may
the latter take the objects in which those expenses have been invested, provided that the thing does not suffer
deterioration, and the legitimate possessor does not prefer to keep them by paying the value they have in
the moment of entering possession.
Article 442. Improvements from nature or time always yield to the benefit
of the one who has won in possession.
Article 443. The possessor in good faith is not liable for the deterioration or loss of the thing possessed,

outside the cases in which it is justified to have proceeded with fraud. The possessor in bad faith responds
of deterioration or loss in any case, and even in those caused by force majeure, when maliciously delayed delivery of the thing to its rightful owner.
Article 444. Whoever obtains possession is not obliged to pay for improvements that have ceased exist when acquiring the thing.
Article 445. The current possessor who demonstrates his possession in a previous period, is presumed to have
possessed also during the intervening time, as long as the contrary is not proven.
Article 446. The possessor may lose possession:
1. By abandonment of the thing;
2. By assignment made to another for onerous or gratuitous title;
3. Due to the destruction or total loss of the thing, or due to its being out of business;
4. For the possession of another even against the will of the former possessor, if the new possession
would have lasted long enough for the actions that this Code grants to the
old holder against the new.
Article 447. The possession of real property and real rights is not understood to be lost, nor transmitted for the purposes of ordinary prescription to the detriment of a third party, but with
subject to the provisions of the Title of the Public Registry.




Article 448. Acts related to possession, executed or committed by the holder, do not oblige nor do they harm the holder, unless he has expressly authorized them before, or the
I will ratify later.
Article 449. Wild animals are only owned while they are in our power; the
domesticated or tamed are assimilated to the meek or domestic, if they retain the custom of return to the owner's house.
Article 450. Possession of movable property, acquired in good faith, is equivalent to title. Without
However, whoever has lost a movable thing or has been illegally deprived of it,
You can claim it from whoever owns it.
If the owner of the lost or stolen personal property had acquired it in good faith at auction public, the owner will not be able to obtain the restitution without reimbursing the price given for it.
Neither can the owner of things pawned in the National Bank or in Montes de Piedad obtain restitution, regardless of the person who pawned them, without repaying
before the establishment the amount of the pawn and the interest due.
Regarding those acquired in the stock market, fair or market of a legally established merchant and
usually dedicated to the traffic of analogous objects, it will be in accordance with the provisions of the
Commerce.
Article 451. He who recovers, according to law, unduly lost possession, is

understands for all purposes that may be to your benefit that you have enjoyed it without interruption.

**TITLE VIII**

**OF THE USUFRUCT**

**Chapter I**

**OF THE USUFRUCT IN GENERAL**

Article 452. The usufruct gives the right to enjoy the property of others with the obligation to preserve
its form and substance, unless the title of its constitution or the law authorizes otherwise.

Article 453. The usufruct is established by law, by the will of individuals.
manifested in acts between living or last will, and by prescription.

Article 454. The usufruct may be constituted in all or in part of the fruits of a thing, in favor of one or more people simultaneously or successively, and in any case from or until a certain day,
purely or under condition. It can also be constituted on a right, provided that it is not highly personal or intrasmissible.

Article 455. The rights and obligations of the usufructuary will be those determined by the title. constitutive of the usufruct; failing that or due to its insufficiency, the
provisions contained in the following chapters.

Article 456. The provisions of this Title are without prejudice to what on vacant lands and pardoned have the laws of the matter.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER II**

**OF THE RIGHTS OF THE FRUIT USER**

Article 457. The usufructuary shall have the right to receive all the natural and civil fruits of the usufruct assets. Regarding the treasures found on the farm, it will be considered as strange.





Article 458. The natural fruits pending at the time of beginning the usufruct, belong to the usufructuary.

Those pending at the time of termination of the usufruct, belong to the owner.

In the preceding cases, the usufructuary at the beginning of the usufruct has no obligation to pay the owner any of the expenses incurred; but the owner is obliged to pay the
end of the usufruct, with the product of the pending fruits, the ordinary expenses of the cultivation,
seeds and other similar ones, made by the usufructuary.

The provisions of this Article do not prejudice the rights of third parties, acquired at the beginning or
terminate the usufruct.

Article 459. If the usufructuary has leased the lands or estates given in usufruct, and end this before ending the lease, only he or his heirs or successors will receive the part proportional to the rent that the tenant must pay.

Article 460. Civil fruits are understood to be received day by day, and belong to the usufructuary.
in proportion to the duration of the usufruct.
Article 461. If the usufruct is constituted on the right to receive a periodic pension, either consists of cash, fruits, or the interests of obligations or bearer titles, is
will consider each expiration as a product or fruits of that right.
If it consists in the enjoyment of the benefits that a participation in an operation gives industrial or commercial, whose distribution does not have a fixed maturity, will have the same consideration.
In both cases they will be distributed as civil fruits, and will be applied in the way that prevents the
Previous article.
Article 462. The products do not correspond to the usufructuary of a property in which there are mines.
of those denounced, granted or that are in work at the beginning of the usufruct, unless they are expressly granted in the constitutive title of this, or that is universal.
However, the usufructuary may extract stones, lime and plaster from the quarries for repairs. or works that he was obliged to do, or that were necessary.
Article 463. Notwithstanding the provisions of the preceding Article, in the legal usufruct, the usufructuary to exploit the denounced, granted or working mines, existing on the property, making his own half of the profits that result after reducing expenses, which will satisfy
in half with the owner.
Article 464. The status of usufructuary does not deprive the holder of the right that everyone granted by the Mining Code to denounce and obtain the concession of the mines that exist in the properties usufruct in the form and conditions that the same Code establishes.
Article 465. The usufructuary shall have the right to enjoy the increase received by accession. the thing usufruct, of the easements that it has in its favor and, in general, of all
benefits inherent to it.
Article 466. The usufructuary may take advantage of the usufruct thing by himself, lease it to another and alienate their right of usufruct, even if it is gratuitously; but all the contracts that celebrated as such usufructuary will be resolved at the end of the usufruct, except for the lease of the
rustic farms, which will be considered subsistent until the end of the harvest.
Article 467. If the usufruct includes things that without being consumed deteriorate, little by little by use, the usufructuary will have the right to use them according to their destination, and not he will be obliged to restore them at the end of the usufruct except in the state in which they are found; but
with the obligation to compensate the owner of the deterioration that they have suffered due to their intent or
negligence.
3. 4



Article 468. If the usufruct includes things that cannot be used without consuming them, the usufructuary will have the right to use them with the obligation to pay the amount of their

appraisal at the end of the usufruct, if estimates had been given. When they had not been estimated,
will have the right to restore them in equal quantity and quality, or pay their current price at the time
to cease the usufruct.
Article 469. The usufructuary of a mountain will enjoy all the uses that it can.
produce, according to its nature.
Since the mount is carved or made of construction wood, the usufructuary may make the fellings or
the ordinary cuts that the owner used to make, and failing that he will do them by accommodating himself in the mode,
portion and times, to the custom of the place.
In any case, he will make the fellings or cuts so that they do not harm the conservation of the farm.
In tree nurseries, the usufructuary may make the necessary thinning so that those who remain can be developed properly.
Outside of what is established in the preceding paragraphs, the usufructuary may not cut trees for the
foot as is not to replace or improve any of the things used, and in this case it will previously know the owner of the need for the work.
Article 470. The usufructuary of an action to claim a property or real right or a good piece of furniture; You have the right to exercise it and oblige the owner of the share to assign it for this purpose
your representation and provide you with the evidence available. If as a consequence of exercise of the action acquires the thing claimed, the usufruct will be limited to only the fruits, leaving the domain for the owner.
Article 471. The usufructuary may make useful improvements or improvements in the goods subject to the usufruct.
of recreation that it considers convenient, provided that it does not alter its form or substance; but no
You will therefore be entitled to compensation. You may, however, withdraw such improvements, if
possible to do so without detriment to property.
Article 472. The usufructuary will be able to compensate the damages of the goods with the improvements
that I would have done in them.
Article 473. The owner of goods in which another has the usufruct, may alienate them, but not alter their form or substance, or do anything to them that harms the usufructuary.
Article 474. The usufructuary of part of a thing owned in common shall exercise all the rights that correspond to the owner of it, referring to the administration and the perception of fruits or interests.
If the community ceases by dividing the thing owned in common, it will correspond to the usufructuary the
usufruct of the part that will be awarded to the owner or co-owner.

**CHAPTER III**
**OF THE OBLIGATIONS OF THE USUFRUCTUARIO**

Article 475. The usufructuary, before entering into the enjoyment of the goods, is obliged:
1. To form, with a summons from the owner or his legitimate representative, an inventory of all them, having the furniture appraised and describing the state of the buildings;
2. To provide a guarantee, committing to fulfill the obligations that correspond to pursuant to this Title.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 476. The provision contained in number 2, of the preceding Article, is not applicable. to the seller or donor who has reserved the usufruct of the goods sold or donated, or neither to the beneficial parents of the assets of their children, but in the case in which the parents remarry.




Article 477. The usufructuary, whatever the title of the usufruct, may be exempted from the obligation to make an inventory or to provide a guarantee, when this does not damage nobody.
Article 478. Not providing the usufructuary the guarantee in the cases in which it must give it, the owner demand that the real estate be put into administration, that the furniture be sold, that the public effects, registered or bearer credit certificates become inscriptions or are deposited in a bank or person of responsibility, and that the capital or sums in cash and the price of the sale of movable property is invested in securities insurance.
The interest of the price of movable things and of public effects and securities, and the products of the assets placed in administration belong to the usufructuary.
The owner may also, if he prefers, as long as the usufructuary does not provide a guarantee or remains exempted from it, retain in his possession the assets of the usufruct as administrator, and with the obligation to deliver to the usufructuary his liquid product, deducting the sum that for said administration is agreed or judicially indicated.
Article 479. If the usufructuary who has not provided a guarantee claims, under oath, the delivery of the furniture necessary for their use, and that a room is assigned for him and his family in a house included in the usufruct, the judge may agree to this petition, after consulting all the circumstances of the case.
The same shall be understood with respect to instruments, tools and other personal property. necessary for the industry to which it is dedicated.
If the owner does not want some furniture to be sold for its artistic merit or because have a price of affection, you may demand that they be delivered, securing the payment of interest legal value in appraisal.
Article 480. Provided the guarantee by the usufructuary, he will have the right to all products from

the day in which according to the constitutional title of the usufruct, he should have started to receive them.
Article 481. The usufructuary must take care of the things given in usufruct like a good father of family.
Article 482. The usufructuary who alienates or leases his right of usufruct,
will be responsible for the impairment suffered by the things that are usufruct due to the fault or negligence of the
person to replace him.
Article 483. If the usufruct is constituted over a herd or herd of cattle, the usufructuary
He will be obliged to replace with the young the heads that die annually and ordinarily, or missing due to the rapacity of harmful animals.
If the livestock in which the usufruct is constituted perish completely, through no fault of the usufructuary,
due to contagion or other unusual event, the usufructuary will comply with
deliver to the owner the spoil that would have been saved from this misfortune.
If the herd should perish in part, also by accident, and through no fault of the usufructuary,
the usufruct will continue in the part that is conserved.
If the usufruct is of sterile cattle, it will be considered, in terms of its effects, as if it had constituted on fungible thing.
Article 484. The usufructuary is obliged to make the ordinary repairs that the
things given in usufruct. Those that require deterioration or damage will be considered ordinary that come from the natural use of things, and are essential for their conservation. If not
made after required by the owner, he may do them himself at the expense of the usufructuary.
Article 485. Extraordinary repairs will be paid by the owner. The usufructuary
is obliged to give notice when the need to do them is urgent.




Article 486. If the owner makes the extraordinary repairs, he shall have the right to demand from the
usufructuary the legal interest of the amount invested in them while the usufruct lasts.
If he does not do them when they are indispensable for the subsistence of the thing, he may do them the
usufructuary, but will have the right to demand from the owner, at the conclusion of the usufruct, the increase
of the value that the property had as a result of the same works.
If the owner refuses to pay said amount, the usufructuary will have the right to retain the thing until they are reinstated with their products.
Article 487. The usufructuary is obliged to consent to the owner the works or improvements that the usufruct thing is susceptible, or new plantations in it if it is rustic, provided that
by such acts the value of the usufruct is not diminished nor the right of the usufructuary.
Article 488. The usufructuary will be responsible for the periodic charges that may have
the usufruct property has been taxed and accrued during the usufruct. It is not lawful to
owner impose new charges on it, to the detriment of the usufruct.

It is also the responsibility of the usufructuary to pay periodic taxes, both national as municipal, that tax the thing during the usufruct, whatever the time in which such taxes have been established.
If by not making the usufructuary these payments are made by the owner or alienated or seized the usufructuary thing, the first must compensate the second for any damage.
Article 489. If the usufruct is constituted over the totality of a patrimony, and when If the owner has debts, it will be applied, both for the subsistence of the usufruct and for the obligation of the usufructuary to satisfy them, as established in Articles 962 and 963 regarding donations.
This same provision is applicable to the case in which the owner was obliged, when constituting the usufruct, to the payment of periodic benefits, even if they did not have known capital.
Article 490. The usufructuary may claim the overdue credits that are part of the usufruct, if in doubt or give the corresponding bond. If I were excused from lending surety, or it could not have been established, or the one established was not sufficient, you will need
authorization from the owner, or the judge failing that, to collect said credits.
The usufructuary with a surety may give the capital that makes the destination it deems convenient. He
usufructuary without surety must put said capital at interest in agreement with the owner; missing
in agreement between both, with judicial authorization; and in any case with sufficient guarantees
to maintain the integrity of the capital used.
Article 491. The universal usufructuary must pay the entire life annuity legacy or Alimony.
The usufructuary of an aliquot part of the inheritance will pay it in proportion to his quota.
In neither case will the owner be obliged to refund.
The usufructuary of one or more particular things will only pay the legacy when the rent or pension
was determinedly constituted on them.
Article 492. The usufructuary of a mortgaged property will not be obliged to pay the debts for whose security the mortgage was established.
If the property is seized or sold judicially to pay the debt, the owner will respond to the usufructuary of what loses for this reason.
Article 493. If the usufruct is of the totality or aliquot part of an inheritance, the usufructuary may anticipate the amounts corresponding to the payment of hereditary debts to the usufruct assets, and will have the right to demand their restitution from the owner, without interest to the
extinguish the usufruct.




If the usufructuary refuses to make this anticipation, the owner may request that the part of the usufruct assets that is necessary to pay said sums, or satisfy them from money, with the right, in the latter case, to demand the corresponding interest from the usufructuary.

Article 494. The usufructuary shall be obliged to inform the owner of any
act of a third party, that is aware that it is capable of infringing property rights, and
will respond, if it does not do so, for the damages, as if they had been caused by its
guilt.
Article 495. The expenses, costs and sentences of the lawsuits shall be borne by the usufructuary.
sustained on the usufruct.

**CHAPTER IV**

**OF THE WAYS OF EXTINGUISHING THE USUFRUCT**

Article 496. The usufruct is extinguished:
1. For the total loss of the thing object of the usufruct;
2. By the meeting of the usufruct and the property in a single person;
3. By the resignation of the usufructuary;
4. Due to the expiration of the term for which it was established, or the condition of resolution is met
consigned in the constitutive title;
5. Due to the death of the usufructuary; but if this occurs before the expiration of the term or
event of the resolutive condition, the usufruct will be transmitted to the heirs of the former;
6. For the total resolution of the constituent's right;
7. By prescription.
Article 497. If the thing given in usufruct is lost only in part, this right will continue in the
remaining part.
Article 498. The usufruct may not be constituted in favor of a municipality, corporation or
society.
for over thirty years. If it has been constituted and before this time the people will remain
wasteland, or the corporation or partnership is dissolved, the usufruct will be extinguished by this
fact.
Article 499. The usufruct granted for the time it takes a third party to reach a certain age,
the preset number of years will subsist, even if the third party dies before, except if said usufruct
it would have been expressly granted only in consideration of the existence of said person.
Article 500. If the usufruct is constituted on a farm of which a
building, and it will come to perish, in whatever way, the usufructuary who will have
right to enjoy the soil and materials.
The same will happen when the usufruct is constituted only on a building and this
I will perish. But in this case, if the owner wants to build another building, he will have the right
to
occupy the land and use the materials, being obliged to pay the usufructuary,
while the usufruct lasts, the lease of the land and the legal interests corresponding to the
value of the materials you use.
Article 501. If the usufructuary concurs with the owner to the insurance of a property given in
usufruct, the former will continue, in the event of a claim, in the enjoyment of the new building
if it is built,
or it will receive the interests of the price of the insurance, if the reconstruction does not agree
with the owner.
If the owner has refused to contribute to the insurance of the property, constituting it by himself
the usufructuary, will acquire the right to receive in full, in the event of a claim, the price of the
sure, but with the obligation to invest it in the rebuilding of the farm.

If the usufructuary had refused to contribute to the insurance, constituting it by itself the owner, he will receive the full price of the insurance, in the event of a claim, except always for the
right granted to the usufructuary in the previous Article.




Article 502. If the usufruct property is expropriated for reasons of public utility, the
The owner will be obliged, either to subrogate it with another of equal value and similar conditions, or
either to pay the usufructuary the legal interest of the compensation amount for all time
that the usufruct should last.
If the owner opts for the latter, he must guarantee the payment of the credits.
Article 503. The usufruct is not extinguished by the misuse of the thing usufruct; but if the abuse infirm considerable damage to the owner, he may request that the thing be delivered,
obliging itself to pay the usufructuary annually the liquid product of the same, after
deduct the expenses and the award assigned to it by its administration.
Article 504. The usufruct constituted for the benefit of several persons living at the time of its constitution, will not be extinguished until the death of the last one that survives.
Article 505. Once the usufruct has ended, the usufruct thing will be delivered to the owner, except for the
Right of retention that corresponds to the usufructuary or his heirs for the disbursements that must be reinstated. Once the delivery has been verified, the deposit or mortgage will be canceled.

**TITLE IX**

**OF THE USE AND THE ROOM**

Article 506. The faculties and obligations of the user and the one who has the right of habitation, are
they will regulate by the constitutive title of these rights; and, failing that, by the provisions following.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 507. The use gives the right to receive from the fruits of the property of another those that are sufficient for the
needs of the user and his family, even if it increases.
The room gives whoever has this right the faculty to occupy the rooms in a foreign house necessary for themselves and for the people of their family.
Article 508. The rights of use and habitation cannot be leased or transferred to another for no kind of title.
Article 509. Whoever has the use of a herd or herd of cattle, may take advantage of the young, milk and wool, as long as it is enough for his consumption and that of his family, as well as the
Manure needed to compost the land you cultivate.
Article 510. If the user consumes all the fruits of the foreign property, or the one who has the right
of room will occupy the whole house, will be obliged to the expenses of cultivation, to the repairs

conservation, and payment of contributions, in the same way as the usufructuary.
If you only receive part of the fruits or live part of the house, you should not contribute anything, provided that the owner is left with a part of the fruits or enough uses to cover the expenses and charges. If they are not enough, that one will supply what is lacking.
Article 511. The provisions established for usufruct are applicable to the rights of use and habitation, as long as they do not oppose what is ordered in this Title.
Article 512. The rights of use and habitation are extinguished for the same reasons as the usufruct, and also for serious abuse of the thing and the room, but in no case will transmit to the heirs of the user or inhabitant.

**TITLE X**
**OF THE SERVANTS**





**CHAPTER I**
**OF THE EASTS IN GENERAL**

Article 513. Easement is a lien imposed on a property for the benefit of another. belonging to a different owner.
The property in whose favor the easement is constituted is called the dominant property; the one that suffer, servant estate.
Article 514. Easements can be continuous or discontinuous, apparent or not apparent.
Continuous are those whose use is or can be incessant without the intervention of any fact of the man.
Discontinuous are those that are used at more or less long intervals and depend on acts of the man.
Apparent those that are announced and are continually in view by external signs, which reveal the use and exploitation of them.
Those that do not present any external indication of their existence are not apparent.
Article 515. Easements are also positive or negative. Positive is called easement that imposes on the owner of the servant property the obligation to let do something or to do it yourself; and negative, which prohibits the owner of the servant estate from doing something that it would be lawful without the servitude.
Article 516. Easements are inseparable from the farm to which it is actively or passively they belong.
Article 517. Easements are indivisible. If the servant estate is divided by two or more, servitude is not modified and each of them has to tolerate it in the part that corresponds.
If it is the dominant property that is divided by two or more, each portioner can use the whole of the easement, not altering the place of its use, nor aggravating it in any other way.
Article 518. Easements are established by law or by the will of the owners.
Those are called legal and these voluntary.

**CHAPTER II**
**OF THE WAYS OF ACQUIRING THE EASTS**

Article 519. Continuous and apparent easements are acquired by virtue of title, or by

twenty-year prescription.
Article 520. To acquire by prescription the easements referred to in the previous Article, the time of possession will be counted: in the positive, from the day the owner of the property dominant, or whoever has taken advantage of the servitude, would have begun to exercise it over the
servant estate; and in refusals from the day the owner of the dominant property had prohibited, by a formal act, that of the servant the execution of the act that would be lawful without the
servitude.
Article 521. Non-apparent continuous easements, and discontinuous ones, whether apparent or not,
They can only be acquired by virtue of title.
Article 522. The lack of constitutive title of the easements that cannot be acquired by prescription, can only be supplied by the deed of recognition of the property owner servant or by a final judgment.
Article 523. The existence of an apparent sign of easement between two farms, established by the owner of both will be considered, if one is sold, as a title for the easement




continue actively and passively, unless when the ownership of the two farms is separated the opposite is expressed in the title of sale of any of them, or it is made to disappear that sign before the granting of the deed.
Article 524. When establishing an easement, all rights are understood to have been granted. necessary for their use.

**CHAPTER III**
**RIGHTS AND OBLIGATIONS OF THE PROPERTY OWNERS DOMINANT AND SERVANT**

Article 525. The owner of the dominant property may, at his own expense, in the servant property, the
works necessary for the use and conservation of the easement, but without altering it or making it more
burdensome.
You must choose the time and the most convenient way to do so in order to cause the least possible discomfort to the owner of the servant estate.
Article 526. If there are several dominant properties, the owners of all of them will be obliged to contribute to the expenses mentioned in the previous Article, in proportion to the benefit
Let each one report the work. Anyone who does not want to contribute may be exempted by renouncing the
servitude for the benefit of others.
If the owner of the servant property is used in any way as easement, he will be obliged to contribute to expenses, in the proportion expressed above, unless otherwise agreed.
Article 527. The owner of the servant property may not in any way impair the use of the constituted easement.
However, if by reason of the place originally assigned or in the manner established for the use

easement, it will become very uncomfortable for the owner of the servant property, or deprive him of
make major works, repairs or improvements on it, it may be varied at your expense, provided that it offers
another place or equally comfortable way, and in such a way that there is no harm to the owner of the
dominant property or those who have the right to use the easement.

**CHAPTER IV**

**OF THE WAYS OF EXTINGUISHING THE EASTS**

Article 528. Easements are extinguished:

1. Because the property of the dominant property and that of the servant come together in the same person;
2. For non-use for twenty years.

This term will begin to be counted from the day the easement ceased to be used, with respect to discontinuous; and from the day that an act contrary to the easement with respect to continuous;

3. When the properties come to such a state that the easement cannot be used; but this will revive if later the state of the properties allows to use it, unless when it is possible use, sufficient time has elapsed for the prescription, in accordance with the arranged in the previous number;
4. When the day arrives or the condition is realized, if the easement were temporary or conditional;
5. Due to the resignation of the owner of the dominant property;
6. For the redemption agreed between the owner of the dominant property and that of the servant.

Article 529. The manner of rendering the easement may be prescribed as the easement itself, and in the same way.

Article 530. If the dominant property belongs to several in common, the use of the easement made by one, it prevents the prescription with respect to the others.

**CHAPTER V**

**OF LEGAL EASTS**





**SECTION ONE**

**GENERAL DISPOSITION**

Article 531. The easements imposed by law are aimed at the public utility or the interest of individuals.

Article 532. Everything concerning the easements established for public utility or community will be governed by the laws and special regulations that determine them, and, failing that, by the provisions of this Title.

Article 533. Easements imposed by law in the interest of individuals, or because of private utility, will be governed by the provisions of this Title, without prejudice to what the Fiscal, Administrative and Mining Codes provide.

These easements may be modified by agreement of the interested parties when it is not prohibited

the law or harm to third parties.

**SECTION TWO**

**OF EASTS IN THE MATTER OF WATER**

Article 534. This Article was Repealed by Article 64 of Decree-Law No. 35 of 22 of September 1966, published in Official Gazette No. 15,725 of October 14, 1966.

Article 535. The riverbanks, even when they are of private domain, are subject in all its extension and its margins, in an area of three meters, to the public use easement in general interest of navigation, flotation, fishing and salvage.

The properties adjacent to the banks of navigable or floating rivers are also subject to the towpath easement for the exclusive service of river navigation and flotation.

If it is necessary to occupy private property land, the corresponding compensation.

Article 536. Banks are understood to be the lateral strips of the alveoli of the rivers included between the level of its low waters and that which they reach in their greatest ordinary avenues; by margins understand the lateral zones that adjoin the riverbanks.

Article 537 to Article 542. These Articles were Repealed by Article 64 of the Decree-Law No. 35 of September 22, 1966, published in Official Gazette No. 15,725 of September 14, October 1966.

Article 543. The aqueduct easement does not prevent the owner of the servant property from close it and surround it, as well as build on the same aqueduct, so that it does not experience any damage, or make the necessary repairs and cleaning impossible.

Article 544. For legal purposes, the aqueduct easement will be considered as continuous and apparent, even when the water flow is not constant, or its use depends on the needs of the dominant property, or shift established by days or by hours.

Article 545. This Article was Repealed by Article 64 of Decree-Law No. 35 of 22 of September 1966, published in Official Gazette No. 15,725 of October 14, 1966.

**THIRD SECTION**

**OF THE SERVANT OF STEP**

Article 546. The owner of a farm or inheritance nestled among others unrelated and without access to public road, you have the right to demand passage through neighboring estates, after the corresponding compensation.





If this easement is constituted in such a way that its use can be continuous for all needs of the dominant property establishing a permanent route, the compensation will consist of in the value of the land that is occupied and in the amount of the damages caused to the property servant.

When it is limited to the step necessary for the cultivation of the farm nestled among others and for the extraction of their crops through the servant farm without permanent way, compensation It will consist of the payment of the damage caused by this tax.

Article 547. The right of way must be given at the least damaging point to the property.

servant, and, as far as is reconcilable with this rule, by whichever is less the distance of the dominant property to the public road.
Article 548. The width of the right-of-way will be that which is sufficient for the needs of the property.
dominant.
Article 549. If a property is acquired by sale, exchange or partition, it will remain locked among others
of the seller, exchanger or co-participant, they are obliged to give way without compensation, except
pact to the contrary.
Article 550. If the passage granted to an enclaved property is no longer necessary because it has once its owner has been reunited with another that is contiguous to the public road, the owner of the servant property may
request that the easement be extinguished, returning what it has received as compensation.
The same will be understood in the case of opening a new access road to the enclaved farm.
Article 551. If it is essential to construct or repair a building, pass materials through
someone else's property, or place scaffolding or other objects on it for the work, the owner of this property is
obliged to consent, receiving the compensation corresponding to the damage that was
irrogate.
Article 552. Existing easements of way, drinking troughs and resting place for cattle,
They will be governed by the laws and regulations of the branch.

**SECTION FOUR**

**OF THE BONDAGE OF MIDDLEWAY**

Article 553. The easement of dividing will be governed by the provisions of this Title and by that the Administrative and Fiscal Codes dispose of it.
Article 554. The easement of party is presumed while there is no title or sign
exterior, or evidence to the contrary:
1. On the dividing walls of adjoining buildings to the common point of elevation;
2. On the dividing walls of gardens or corrals located in town or in the field;
3. In the fences, fences and hedges that divide the rustic properties.
Article 555. It is understood that there is an external sign, contrary to the easement of dividing:
1. When there are windows or open holes in the dividing walls of the buildings;
2. When the dividing wall is straight on one side and plumb in all its facing, and on the
Another has the same in its upper part, having relex or retallos in the lower part;
3. When the entire wall is built on the land of one of the farms, and not in half
between one and the other of the two contiguous farms;
4. When it suffers the loads of races, floors and armor of one of the farms and not of the contiguous;
5. When the dividing wall between courtyards, gardens and estates is constructed so that the Coating pour over one of the properties;
6. When the dividing wall, built of masonry, has stones called walkways,
that from distance to distance they come out of the surface only on one side and not on the other;

7. When the properties contiguous to others defended by fences or living hedges are not found closed.
In all these cases the property of the walls, fences or hedges will be understood to belong exclusively to the owner of the farm or estate that has in his favor the presumption based on any of the indicated signs.
Article 556. The ditches or ditches open between the estates are also presumed party walls, if there is no sign or title that proves otherwise. There is a sign contrary to the partitioning when the earth or brush removed to open the trench or for cleaning is found in a side only, in which case the ownership of the trench will belong exclusively to the owner of the inheritance that has this exterior sign in its favor.
Article 557. The repair and construction of the dividing walls and the maintenance of the fences, hedges, ditches and ditches, also dividing, will be paid for by all owners of the estates that have shareholders in their favor, in proportion to the rights of each.
However, any owner can dispense with contributing to this burden by waiving the party walls, except in the case where the party wall supports a building of yours.
Article 558. If the owner of a building that is supported by a dividing wall wishes to demolish it, you can also renounce the party, but all the repairs and works necessary to avoid, for that time only, the damages that the demolition may cause the party wall.
Article 559. Every owner can raise the dividing wall, doing it at his own expense and indemnifying the damages caused by the work, even if they are temporary.
The costs of conservation of the wall will also be your account, in which it has been raised or deepened its foundations with respect to how it was before; and also the compensation for the major expenses you have to make for the conservation of the wall dividing wall by reason of the greater height or depth that has been given.
If the dividing wall could not withstand the higher elevation, the owner who wants to raise it he will have an obligation to rebuild it at his own expense; and, if for this it is necessary to give it greater thickness,
You must give it from your own soil.
Article 560. The other owners who have not contributed to give more elevation, depth or thickness to the wall, they may, however, acquire the rights of dividing in it, paying proportionally the amount of the work and half the value of the land on which it had been given greater thickness.
Article 561. Each owner of a dividing wall may use it in proportion to the right you have in the community; you can, therefore, build by supporting your work on the wall dividing wall or introducing beams up to half its thickness, but without preventing the common use and
respective of the other party owners.
To use the mediator of this right you must previously obtain the consent of the others interested in the party; and, if not obtained, the conditions will be set by experts necessary so that the new work does not harm the rights of those.

**FIFTH SECTION**

**OF THE SERVICE OF LIGHTS AND VIEWS**

Article 562. No party may, without the consent of the other, open a party wall window or hole.
Article 563. The owner of a non-dividing wall, adjacent to another's property, can open in it

windows, subject to the following conditions:
1. The window will be lined with iron bars and a wire net whose meshes have
three centimeters of opening or less.
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2. The lower part of the window will be away from the floor of the house where it gives light, two meters along
less.
However, the owner of the farm or property adjoining the wall on which the
Windows will be able to close them if they acquire the dividing wall, and the opposite has not been agreed.
You can also cover them by building on your land or building a wall adjacent to the one you have
said window.
Article 564. You cannot have windows, balconies, gazebos or roofs that give a view to the rooms, patios or corrals of a neighboring property, closed or not, unless a
distance of three meters.
The distance shall be measured between the vertical plane of the most protruding line of the window, balcony,
etc., and the vertical plane of the dividing line of the two properties, both planes being parallel. The two planes not being parallel, the same measure will be applied to the smallest distance between them.

**SECTION SIX**
**BUILDING DRAINAGE**

Article 565. The owner of a building is obliged to build its roofs or roof of
so that rainwater falls on your own ground or on the street or public place, and not on the neighbor's floor. Even falling on the ground itself, the owner is obliged to collect the waters so that they do not cause damage to the adjoining property.
Article 566. The owner of the property that suffers the easement of the roof slope, may building receiving the waters on its own roof or giving them another outlet in accordance with the Code
Administrative and in such a way that no encumbrance or damage results for the dominant property.
Article 567. When the corral or patio of a house is located among others, and it is not possible give outlet through the same house to the rainwater that is collected in it, the
establishment of the drainage easement, giving way to the waters through the point of the properties
contiguous in which the exit is easier, and the drainage conduit being established in the form that less damages cause to the servant property, after the corresponding compensation.

**SECTION SEVEN**
**OF THE DISTANCES AND INTERMEDIATE WORKS FOR CERTAIN CONSTRUCTIONS AND PLANTATIONS**

Article 568. It will not be possible to build or make plantations near the squares, forts or fortresses

without being subject to the conditions required by the laws, ordinances and particular regulations of the
matter.
Article 569. No one may build wells, sewers, wells,
aqueducts, furnaces, forges, chimneys, stables, deposits of corrosive materials, artifacts that are moved by steam, or factories that by themselves or their products are dangerous or harmful, without keeping the distances prescribed by the police regulations and uses of the place, and
without executing the necessary protection works, subject, in the manner, to the conditions that the
same regulations prescribe.
In the absence of the regulation, the precautions deemed necessary will be taken, after an opinion expert, in order to avoid any damage to neighboring estates or buildings.
Article 570. Trees may not be planted near an inheritance of others but at a distance authorized by the police provisions or customs of the place, and failing that of two meters from the dividing line of the estates if the plantation is made of tall trees, and that of fifty centimeters if the plantation is of shrubs or low trees.
Every owner has the right to request that the trees that are planted from now on be uprooted less distance from your inheritance.




Article 571. If the branches of some trees are spread over an estate, gardens or patios neighbors, the owner of these will have the right to demand that they be cut as soon as they extend over
its property, and if it were the roots of neighboring trees that spread on the soil of another, the owner of the land in which they are introduced may cut them by himself within his inheritance.
Article 572. The existing trees in a dividing living hedge are also presumed dividing, and any of the owners has the right to demand its demolition.
Except the trees that serve as landmarks, which cannot be uprooted except in common agreement between the neighbors.

**CHAPTER VI**
**OF THE VOLUNTARY EASTS**

Article 573. Every owner of a farm may establish the easements that he may have. by convenient, and in the way and form that it sees fit, as long as it does not contravene the laws or public order.
Article 574. Whoever owns a farm, whose usufruct belongs to another, may impose on it, without the consent of the usufructuary, easements that do not harm to the right of usufruct.
Article 575. This Article was Repealed by Article 2 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 576. To impose an easement on an undivided estate, the consent of all co-owners.
The concession made only by some will be suspended until it is granted by the last of all participants or commoners.

But the concession made by one of the co-owners separately from the others, obliges the grantor and his successors, even if they are private, not to impede the exercise of the right granted.
Article 577. The title and, where appropriate, the possession of the easement acquired by prescription,
they determine the rights of the dominant property and the obligations of the servant. Failing that, it
The easement shall be governed by the provisions of this Title, which are applicable.
Article 578. If the owner of the servant property has been obliged, when the easement is constituted,
to pay for the works necessary for the use and conservation of it, you can get rid of this burden abandoning his property to the owner of the dominant.
Article 579. The community of pastures on public lands, whether they belong to the municipalities, or
the State, will be governed by the Administrative Code.
Article 580. If among the neighbors of one or more Districts there is a community of pastures, the
owner who fences a farm with a wall or hedge, will make it free from the community. They will remain, without
However, the other easements that were established on it remain.
The owner who fences his farm will retain his right to the pasture community in the other farms not fenced.
Article 581. The owner of lands encumbered with the easement of pastures, may redeem this charges through the payment of its value to those who are entitled to easement.
In the absence of an agreement, the capital for redemption will be set on the basis of twelve percent of the
annual value of pastures regulated by expert appraisal.

**TITLE XI**
**OF THE CLAIM**





Article 582. The claim or action of ownership is the one that the owner of a thing has singular, of which it is not in possession, so that the possessor of it is condemned to restore it.
This action does not proceed against the third registered holder found in the cases of the second part of Article 1762 and the first part of Article 1763. In this event the action
applicable is the one established in Article 591.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER I**
**OF THE THINGS THAT CAN BE CLAIMED**

Article 583. Movable and immovable property can be claimed.
With the exception of movable property referred to in paragraphs 2, 3 and 4 of Article 450, which
They can only be claimed by reimbursing what the holder has paid for them.
Article 584. The other real rights can be claimed as the domain, except the

inheritance right.
This right produces the inheritance petition action referred to in the Judicial Code.
Article 585. It is possible to claim a specific share of a singular thing.

**CHAPTER II**

**WHO CAN CLAIM**

Article 586. The claim or ownership action corresponds to the one who has the property of the thing.
Article 587. The same action is granted even if dominance is not proven, to the one who has lost the
possession of the thing, and was in the case of being able to win it by prescription.
But it will not be valid against the true owner, nor against the one who has the same or better right.

**CHAPTER III**

**AGAINST WHO CAN CLAIM**

Article 588. The domain action is directed against the current owner of the thing, except for Exceptions determined in Articles 582 and 591.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 589. The mere holder of the thing that is claimed is obliged to declare the name and the residence of the person in whose name it has it.
Article 590. If someone, in bad faith, considers himself the possessor of the thing that is claimed, without being so,
he will be sentenced to compensation for any damage that has resulted from this deception to the actor.
Article 591. The domain action will also take place against the person who disposed of the thing, for the
restitution of what he has received for her, provided that by having alienated her he has made impossible or difficult the pursuit of said thing; and if he alienated her knowing that she was alien, to
compensation for all damages.
The claimant who receives from the alienator what has been given to him for the thing, confirms by the
same fact the alienation.
Article 592. The domain action is not directed against an heir but for the part that he owns in the thing. If the total of the same is pursued, the action must be directed against all heirs. The benefits to which the holder is obliged by reason of the fruits or the





deteriorations that were attributable to him, pass to his heirs, pro rata of the respective hereditary quotas.
Article 593. Against the one who possessed in bad faith and by fact or fault of his own has ceased to possess,
domain action may be attempted as if currently owned.
In any way that the possessor in bad faith has ceased to possess and even if the claimant prefer to go against the current possessor, he will have the first, with respect to the time

the thing has been in their possession, the rights and obligations that according to this Code correspond to the
possessor of bad faith, due to fruits, deterioration and expenses.
If said possessor in bad faith pays the value of the thing and the claimant accepts it, it will happen in the
rights of the claimant over it.
The same applies even to the possessor in good faith who during the trial has been blamed
in the impossibility of restoring the thing.
The claimant, in the cases of the two preceding paragraphs, will not be obliged to reorganization.
Article 594. If by claiming a personal property there is reason to fear that it will be lost or deteriorates in the hands of the owner, the actor may request his kidnapping; and the holder will be
obliged to consent to the kidnapping or to provide sufficient security of restitution, in the event of being
condemned to restore.
Article 595. If the domain or other real right constituted on a property is demanded, the
The owner will continue to enjoy the property until the judgment based on res judicata authority.
But the actor will have the right to provoke the necessary measures to avoid any deterioration of the thing and the furniture attached to it and included in the claim, if there is just
reason to fear it, or if the powers of the defendant do not offer sufficient guarantee.
Article 596. The claim action gives the claimant the right to seize in the hands of
third, what is owed for this, as a price or exchange, to the owner who sold the thing.

**TITLE XII**

**OWNERSHIP SHARES**

Article 597. Possessory shares are intended to acquire, preserve or recover the
material possession of real estate or real rights constituted in them.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 598. There is no possession action on things that cannot be won by prescription.
Article 599. Only the one who has been in quiet possession and
uninterrupted for a full year, unless it has a registered title.
Article 600. The heir has the same possessory shares that its author would have if he lived, and it is subject to the same possessory actions as the latter would be.
Article 601. The possessory action prescribes in one year when the person who lost possession lacks
registered title. In all other cases, it prescribes the same as the claim.
If the new possession has been violent or clandestine, the term will be counted from the last act of
violence, or since the underground has ceased.
Article 602. The possessor has the right to request that his possession not be disturbed or impede, nor
it is stripped of it; that he be compensated for the damage he has received, and that he be given security
against the one whom he fundamentally fears.
But you will not have the right to denounce as disturbance the works that are carried out on your property and

that are necessary to prevent the ruin of a building, aqueduct, canal, bridge, ditch, etc.,




provided that what they may bother you are reduced to what is strictly necessary, and that, completed, things are restored to the previous state, at the expense of the owner of the works. Nor will you have the right to impregnate the work leading to maintaining proper cleaning on roads, ditches, pipes, etc.

Article 603. The usufructuary, the user and the one who has the right of habitation, are able to exercise itself the possessory actions and exceptions aimed at preserving or recovering the enjoyment of
their respective rights, even against the owner himself.

The owner is obliged to help them against any disturbing or strange usurper, if it is required for this purpose.

The judgments obtained against the usufructuary, the user or the one who has the right to room, oblige the owner, except in the case of possession of the domain of the property or rights attachments to this domain.

In this case, the judgment against the owner who has not participated in the trial will not be valid.

Article 604. In possessory lawsuits, the domain of one or the other shall not be taken into account.
part is alleged.

However, domain titles may be displayed to prove possession, but only those whose existence can be proven summarily, and it will not be worth objecting against those other vices or
defects than those that can be tested in the same way.

Article 605. Possession of the registered rights is proven by the note of the respective registration, and as long as this possession subsists, no proof of possession with which it is intended to challenge it.

Article 606. The possession of the land must be proven by positive facts, of those that only entitles ownership, such as leasing, wood cutting, building construction,
that of enclosures, plantations or sementeras, and others of equal significance, executed without the
consent of the disputant for possession.

Article 607. He who is unjustly deprived of his possession, shall have the right to request that restore you with compensation for damages.

Article 608. The action for restitution may be directed not only against the usurper, but against any person whose possession derives from that of the usurper, by any title.

But the usurper himself and the third party will not be bound to compensation for damages. in bad faith.

Having two or more obligated persons, all will be insolidum.

Article 609. Anyone who has been violently stripped, either of possession or of possession, you will have the right to restore things to the state in which they were before, without
that for this he needs to prove more than violent dispossession and without being able to object clandestinity or previous dispossession. This right expires in six months.

Article 610. Acts of violence, committed with or without weapons, will also be punished.

with the penalties that the Penal Code indicates.

**TITLE XIII**

**OF SOME SPECIAL POSSESSIONAL ACTIONS**

Article 611. The owner has the right to request that any new work that is about
Build on someone else's land to the detriment of their rights.

Article 612. Anyone who fears that the ruin of a neighboring building will cause harm, has the right to
to sue so that the owner of such a building be ordered to tear it down, if it were so deteriorated that does not admit repair or so that, if it admits it, the owner is ordered to do it immediately. If the owner does not proceed to execute what is ordered, the building will be demolished,





or repair will be made at your expense. If the damage that is feared to the building is not serious, it will suffice that
the owner pays a guarantee to compensate for any damage that may arise due to the poor condition of the building.

Article 613. In the event that someone other than the accused owner makes the repair referred to in the
Previous article, whoever is in charge of making it will preserve the shape and dimensions of the building in all its parts, except if it is necessary to alter them to prevent danger.

The alterations will be adjusted to the will of the owner of the building insofar as it is compatible with the
object of the complaint.

Article 614. If notified of the complaint the building falls due to its poor condition,
It will compensate the neighbors for all damage, but if it falls due to a fortuitous event such as avenue, lightning
or earthquake, there will be no place for compensation; unless it is proven that the fortuitous event, without the evil
state of the building, I would not have torn it down.

Article 615. The preceding provisions shall be extended to the danger of any
constructions, or badly rooted trees, or exposed to being felled by cases of ordinary idea.

Article 616. If stakes, walls or other tasks that distort the direction of the
running water, so that it spills onto someone else's ground, or stagnates, moistens it, or deprive the properties that have the right to take advantage of them of their benefit, the judge will order
at the request of the interested parties that such works be undone or modified and the damages.

Article 617. The provisions of the preceding Article apply not only to new works, but to
those already made, as long as not enough time has elapsed to constitute a right of servitude.

But no prescription will be admitted in favor of works that corrupt the air and do so known harmful.

Article 618. Whoever does works to prevent the entry of water, who is not obliged to receive,

is not responsible for the damages that, stopped in this way, and without intention to cause them, they may cause on the lands or buildings of others.
Article 619. If running water through an inheritance stagnates or twists its course pregnant for the silt, stones, sticks or other matters that the owners of the estates carry and deposit in which this alteration of the water course causes damage, they will have the right to oblige the owner
of the inheritance in which the pregnancy has occurred, to remove it, or allow them to do so, so that they restore things to the previous state.
The cost of cleaning or dismantling will be distributed among the owners of all the properties, pro rata
of the benefit they report from the water.
Article 620. Whenever the waters used by a property, due to the negligence of the owner in release them without damage from their neighbors, spill onto another property, the owner of this property will have
Right to be compensated for the damage suffered; and so that in case of recidivism he is paid double what the property will import.
Article 621. Whoever wants to build a mill or mill, or any other work, taking advantage of the waters that go to other estates or another mill, mill or industrial establishment and that they do not run through an artificial channel built at the expense of others,
You can do it on your own land or on someone else's land with the owner's permission; as long as it doesn't twist
or impair the waters to the detriment of those who have already raised apparent works with the object to use said waters, or that in any other way have acquired the right, to take advantage of them.




Article 622. Anyone can dig a well in their own soil, even if it results deplete the water from which another well is fed; but if it does not report any utility, or not so much that he can be compensated with the damage of others, he will be forced to blind him.
Article 623. Whenever a work belonging to a member is to be prohibited, destroyed or amended. many, the complaint or complaint can be tried against all together or against any of them; but the compensation for damages received shall be distributed among all by
Likewise, without prejudice to the fact that those taxed with this compensation divide it among themselves, pro rata
the part that each one has in the work.
And if the damage suffered or feared belongs to many, each one will have the right to try the complaint or complaint on its own, insofar as it addresses the prohibition, destruction or amendment of the
work; but no one may request compensation except for the damage that he himself has suffered, to
unless it legitimizes its status respectively to the others.
Article 624. The actions granted in this Title will not take place against the exercise of legitimately constituted easement.

Article 625. The Municipality and any person in the district will have in favor of the roads, squares or other places of public use, and for the safety of those who pass through them, rights granted to owners of private estates or buildings.
And whenever a popular action has to demolish or amend a
construction, or to compensate a damage suffered, the actor will be compensated, at the cost of the defendant, with
an amount not less than one tenth or more than one third of the cost of the demolition or amendment, or compensation for damage; without prejudice to the fact that if the crime or negligence is punished
with a pecuniary penalty, the actor is awarded half.
Article 626. Municipal or popular actions shall be understood without prejudice to those that They are the responsibility of those immediately interested.
Article 627. The actions granted in this Title for the compensation of damage suffered, they are prescribed after one year.
Those aimed at preventing damage do not prescribe as long as there is just cause to fear it.
If those directed against a new work are not established within the year, the denounced or The defendants will be protected in the possessory trial, and the complainant or complainant may only pursue their right by ordinary means.
But not even this action will take place when, according to the rules for easements, there is prescribed law.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**BOOK THREE**
**OF THE SUCCESSION BY CAUSE OF DEATH**
**AND OF THE DONATIONS BETWEEN ALIVE**
**TITLE I**
**GENERAL DISPOSITION**

Article 628. Succession is the transmission of the active and passive rights that make up the inheritance from a dead person, to the surviving person, whom the law or the testator calls to receive it.
Heir is called the one who succeeds in a universal title, and the legatee who succeeds in a singular title.
Article 629. The succession is called intestate, when it is only deferred by law, and testamentary when it is by the will of man, manifested in a valid testament. Can also




deferring the inheritance of the same person, by the will of man, in one part, and in another by provision of the law.
Article 630. The succession or hereditary right is opened both in intestate successions and in the testamentary, from the death of the cause of the succession, or by the presumption of death in the cases prescribed by law.
Article 631. The right of succession to the estate of the deceased, national or foreign, in what Regarding goods of any nature existing in Panama is governed by the law
Panamanian even when the deceased at the time of his death was domiciled in a foreign country.

However, the judgment on the adjudication of assets issued in Panama will have legal force in Panama.
foreign country according to the laws of the same, unless it is in conflict with rights based on Panamanian law, which are enforced before the national courts.
Article 632. The ability to succeed is governed by Panamanian law, except as provided in the subsection 2 of the previous Article.
Article 633. The ability to acquire a succession must be had at the time the succession is deferred.
Article 634. Every natural or legal person, unless otherwise provided by law, enjoys the ability to succeed or receive a succession.
Article 635. They are incapable of succeeding:
1. Abortive creatures, understood as those that do not meet the circumstances expressed in Article 42;
2. Associations or corporations not permitted by law.
Article 636. Legal persons may acquire by will subject to the provisions in this Code.
Article 637. The testamentary provisions made by the testator during his last illness in favor of the priest who had confessed it there, of the relatives of the same within the fourth grade, or of his church, council, community or institute.
Article 638. If the testator disposes of all or part of his assets for suffrages and works pious for the benefit of his soul, doing it indeterminately and without specifying its application, The executors of the will will sell the assets and deliver the amount to the Executive Power for the charitable establishments of the deceased's domicile and, failing that, for those of the district.
Article 639. The institution made in favor of a public establishment under the condition or imposing a tax on it, it will only be valid if the Executive Power approves it.
Article 640. The testamentary disposition in favor of a person incapable of succeeding will be null, even if
disguise it under the form of an onerous contract or is made in the name of an interposed person.
Article 641. The following are incapable of succeeding due to indignity:
1. Parents who abandon their children and prostitute their daughters or attack their modesty;
2. Whoever is convicted in court for having attempted against the life of the testator, his spouse, descendants or ascendants;
3. Whoever has accused the testator of a crime to which the law indicates an afflictive penalty, when the
accusation is declared slanderous;
4. The heir of legal age who, knowing of the violent death of the testator, had not reported within a month to justice, when it had not already proceeded ex officio.
This obligation will cease in cases that according to the law there is no obligation to accuse;
5. The convicted person in trial for adultery with the testator's wife;




By means of the Judgment of September 29, 1995, the Plenary of the Supreme Court of Justice declares that this Numeral is Unconstitutional.
6. Anyone who with threat, fraud or violence forces the testator to make a will or change it;

7. He who by the same means prevents another from making a will, or revokes the one that had fact, or supplant, conceal or alter a subsequent one;
8. The relative of the deceased who, being insane or abandoned, does not take care to pick him up or
make it collect.
Article 642. The causes of indignity cease to have effect if the testator knew them at the time to make a will, or if, having learned about them later, submit them in a public document.
Article 643. The incapable of happening that, against the prohibition of the previous Articles entered into the possession of the hereditary assets, will be obliged to restore them with their accessions
and with all the fruits and income that you have received.
The restitution will be made through the corresponding action, to the person who should succeed the
deceased, by the elimination of the incapable person, and in the absence of that person, to the respective municipality.
Article 644. If the person excluded from the inheritance due to incapacity or having repudiated it is a child or
descendant of the testator and has children or descendants, they will acquire their right to heritage.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 645. No action can be deducted to declare disability after five years from
that the incapacitated person is in possession of the inheritance or legacy.

**TITLE II**
**RULES RELATING TO INTESTED SUCCESSION**
**CHAPTER I**
**OF THE RELATIONSHIP**

Article 646. The proximity of kinship is determined by the number of generations. Each generation forms a degree.
Article 647. The series of degrees forms the line, which can be direct or collateral.
It is called direct that constituted by the series of degrees between people who descend from one another.
And collateral, the one constituted by the series of degrees between people who do not descend from one another,
but they come from a common trunk.
Article 648. The straight line is distinguished in descending and ascending. The first joins the head
of family with those who descend from him.
The second links a person with those from whom he is descended.
Article 649. The lines count as many degrees as generations or as people,
discounting that of the parent.
On the straight you only go up to the trunk. Thus, the son is one degree away from the father, two from the
grandfather and three of the great-grandfather.
In the collateral, you go up to the common trunk and then go down to the person with whom you

does the computation. Therefore, the brother is two degrees from the brother, three from the uncle, brother of
his father or mother, four of the first cousin, and so on.
Article 650. The computation referred to in the previous Article governs all matters that are related to kinship
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Article 651. Double bond is called kinship on the part of the father and the mother jointly.
Article 652. In inheritances, the closest relative in degree excludes the most remote, except the right of representation in cases where it should take place.
Relatives who are in the same degree will inherit in equal parts, except for what is provides in Article 680 on the double bind.
Article 653. If there are several relatives of the same degree and one or more do not want or cannot succeed, their part will increase to the others of the same degree, except for the right to representation when it should take place.
Article 654. Denying the inheritance the closest relative, if it is alone, or if there are several, all the closest relatives called by law, will inherit those of the next degree by their own right and without being able to represent the repudiante.

**CHAPTER II**
**OF THE REPRESENTATION**

Article 655. It is called the right of representation that the relatives of a person have to succeed him in all the rights that he would have if he lived or could have inherited.
Article 656. There is always room for representation in the legitimate descent of the deceased, in the legitimate offspring of their legitimate siblings and in the legitimate offspring of their children or
natural siblings. Outside of these descendants there is no place for representation.
Article 657. Whenever it is inherited by representation, the division of the inheritance will be made by
lineages, so that the representative or representatives do not inherit more than their represented.
Article 658. If the children of one or more siblings of the deceased remain, they will inherit the latter by
representation, if they concur with their uncles; but if they concur alone, they will inherit equally.
Article 659. The right to represent a person is not lost due to having renounced their heritage.
Article 660. A living person may not be represented except in cases where the represented be unable to happen because of unworthiness.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER III**
**FROM THE DOWN STRAIGHT LINE**

Article 661. The succession corresponds, first of all, to the descending straight line.
Article 662. Children and their descendants, including adoptees and their

descendants, succeed parents and other ascendants, without distinction.
This Article was Amended by Article 1 of Law No. 18 of July 31, 1992, published in Official Gazette No. 22. 094 of August 6, 1992.
Article 663. The children of the deceased will always inherit him by their own right, dividing the inheritance in equal parts.




Article 664. The grandchildren and other descendants will inherit by right of representation, and if someone had died leaving several heirs, the portion that corresponds to him will be divided between these in equal parts.
Article 665. If there are children and descendants of other children who have died, the The former will inherit in their own right, and the latter by the right of representation.

**CHAPTER IV**
**FROM THE STRAIGHT LINE UP**

Article 666. In the absence of children and legitimate descendants of the deceased, they will inherit their ascendants, excluding collaterals.
By means of the Judgment of December 24, 1953, the Supreme Court of Justice declares that the The word "legitimate" is unenforceable. Published in Official Gazette No. 12,343 of April 13, 1954.
Article 667. The father and mother, if they exist, will inherit in equal parts.
If there is only one of them, he will succeed the son in the entire inheritance.
Article 668. In the absence of father and mother, the closest ascendants in grade will succeed.
If there are several of the same degree belonging to the same line, they will divide the inheritance by heads: if the lines are different, but of equal degree, half will correspond to the paternal ascendants, and the other half to the maternal ones. In each line the division will be made by heads.

**CHAPTER V**
**OF THE NATURAL CHILDREN**

Article 669. In the absence of legitimate descendants and ascendants, they will succeed the deceased in the whole natural children of inheritance.
Through Agreement 72 of November 21, 1947, the Supreme Court of Justice declares that This Article is unenforceable. Constitutional Jurisprudence, Volume I, Research Center Law of the University of Panama, 1967, Pages 48 and 197.
Article 670. If legitimate descendants of another natural child concur with the natural children who has died, the former will happen in their own right and the latter by representation.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.
Article 671. The hereditary rights granted to the natural child in the previous two

Articles will be transmitted by his death to his legitimate descendants, who will inherit by right of representation to his deceased grandfather.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.
Article 672. In the case of remaining legitimate descendants, the liquid stock will be divided by half: one half for the legitimate descendants exclusively and the other for the same descendants and natural children in equal parts jointly between all of them.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.




Article 673. In the case of remaining legitimate descendants, natural children will have the right to
one half and the legitimate ancestors another half.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.
Article 674. This Article was Repealed by Article 2 of Law No. 43 of November 13 of 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 675. If the recognized natural child dies without leaving legitimate or recognized posterity by
him, it will happen entirely to the mother, and if the father recognized him and both the father and the
mother, they will inherit him equally.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.
Article 676. In the absence of natural ancestors, their natural siblings will inherit the natural child,
according to the rules established for legitimate siblings, and in their absence, relatives natural to the nearest degree.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of April 13, 1954.

**CHAPTER VI**
**OF THE SUCCESSION OF COLLATERALS**

Article 677. In the absence of the persons included in the three previous chapters, the collateral relatives in the order established in the following Articles.
Article 678. If there are only double bond siblings, they will inherit in parts equal.
Article 679. If siblings with nephews, children of double bond siblings, concur, the The first will inherit by heads and the second by lineage.
Article 680. If brothers of father and mother concur, with half-siblings, those they will take twice their share in the inheritance.
Article 681. If there are only half siblings, some on the father's side and others on the part of mother, they will all inherit equally without any distinction of property.
Article 682. The children of the half-siblings will succeed by heads or by lines, according to the rules established for double bind siblings.

Article 683. There being no brothers or children of brothers, they will succeed in the inheritance of the deceased
the other collateral relatives.
The succession of this will be verified without distinction of lines or preference between them by reason of
double link.
Article 684. The right to inherit intestate does not extend beyond the sixth degree of kinship in collateral line.

**CHAPTER VII**
**OF THE SPOUSE'S SUCCESSION**
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Article 685. The provisions of the four preceding chapters will only be applicable in the case of not having a surviving spouse, who is not separated from the body or divorced by judgment firm. With a surviving spouse, what is ordered in said chapters will be modified following.
Article 686. In the straight downward line, the spouse will inherit with the legitimate children of the
deceased, their grandchildren and other descendants, in the same proportion as each of the children.
By means of the Judgment of December 24, 1953, the Supreme Court of Justice declares that the The word "legitimate" is unenforceable. Appears in Official Gazette No. 12,343 of April 13, 1954.
Article 687. In the ascending straight line, the spouse will inherit equally with the father and the mother of the deceased if they exist.
If there is only one of them, it will happen with him throughout the inheritance.
In the absence of father and mother, the spouse will succeed the closest ascendants in grade.
If there are several of the same grade, belonging to the same line, they will inherit with them in parts
equal; but if they are from different lines, the inheritance will be divided into three parts: a part for
the paternal ascendants, another for the maternal ones, and another for the spouse.
Article 688. In the event of Article 669, natural children and their legitimate descendants they will succeed the deceased with the surviving spouse. This will take double the portion that you
corresponds to each child.
Through the Judgment of December 24, 1953, the Supreme Court of Justice declares that this Article is unenforceable. It appears in the Official Gazette No. 12,343 of May 13, 1954.
Article 689. If the natural child dies without leaving legitimate or recognized posterity by him, the
spouse will succeed him with the father, if he has recognized him, or the mother, or with both. Each one of
they will inherit you in equal parts.
In the absence of natural ancestors, the child will be inherited by his natural siblings and the spouse. East

He will take triple the portion that corresponds to each of the brothers.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 690. In the absence of descendants and ascendants, the collateral relatives and the spouse in the order established in the following paragraphs:
If there are only double bind siblings or half siblings or nephews, the inheritance will be divided into two (2) equal parts: one for the spouse and another for the deceased's siblings.
In the absence of brothers and nephews, their children, whether or not they are double bind, it will happen in all
assets of the deceased the surviving spouse.
If there is no surviving spouse, the other relatives will succeed the deceased's inheritance. collateral, as established.
This Article was Amended by Article 2 of Law No. 18 of July 31, 1992, published
in Official Gazette No. 22.094 of August 6, 1992.
Article 691. In all cases in which the widower or widower is called to the succession in concurrence with descendants or ascendants, will not have any part in the division of the assets that corresponded to the pre-deceased spouse as property of the marriage with the referred widower or widow.

**CHAPTER VIII**
**OF THE SUCCESSION OF THE MUNICIPALITY**





Article 692. In the absence of persons who have rights to inherit in accordance with the provisions of the
preceding Chapters, the Municipality where the deceased had his last domicile will inherit.
This Article was Reestablished by Article 1 of Law No. 54 of September 27, 1946,
published in Official Gazette No. 10.113 of October 2, 1946.
Article 693. For the Municipality to take possession of the hereditary assets, it must precede judicial declaration of heir, awarding the assets due to lack of other heirs.
This Article was Reestablished by Article 1 of Law No. 54 of September 27, 1946,
published in Official Gazette No. 10.113 of October 2, 1946.

**CHAPTER IX**
**OF THE RIGHT TO ACCESS**

This Chapter was Added by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 693-A. In testamentary successions, the party who does not want to or cannot succeed, will accrue to the other heirs, in accordance with the rules established in Articles following.
Article 693-B. For the right to accrue in the testamentary succession, it is
requires:
1. That two or more are called to the same inheritance, or the same portion of it, without special designation of parts;
2. That one of the so-called dies before the testator, or renounces the inheritance, that is unable to receive it.

Article 693-C. The designation by parts shall be understood to have been made only in the event that the testator
has expressly determined a quota for each heir.
The phrase "by half or in equal parts" or others that, although they designate an aliquot part, do not fix
this numerically or by signals that make each one the owner of a body of goods, separate,
they do not exclude the right to accrue.
Article 693-D. The heirs to whom the inheritance accrues will succeed in all rights and obligations that would have the one who did not want or could not receive it.
Article 693-E. In the testamentary succession when the right to accrete does not take place, the vacant portion of the instituted, who has not been designated a substitute, will pass to the heirs of the testator, who will receive it with the same charges and obligations.
Article 693-F. The right of accretion will also take place between the legatees and the usufructuaries in the terms established for the heirs.

**TITLE III**
**OF THE WILLS**
**CHAPTER I**
**ABILITY TO DISPOSE OF BY WILL**

Article 694. All those to whom the law does not expressly prohibit it can testify.
Article 695. They are unable to testify:
1. Those under the age of twelve, of either sex;
2. He who is not in his right mind.





This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 696. The will made before the mental derangement is valid.
Article 697. Whenever the insane man intends to make a will in a lucid interval,
The notary will appoint two doctors who previously recognize him, and will not grant it until
They are responsible for their capacity, and must attest to their opinion in the will, which
the physicians will sign, in addition to the witnesses.
Article 698. In order to assess the capacity of the testator, only the state in which the
Find out at the time of making the will.

**CHAPTER II**
**OF WILLS IN GENERAL**

Article 699. The act by which a person has, after his death, all his
assets or part of them, is called a will.
Article 700. The testator may dispose of his assets by way of inheritance or legacy.
In doubt, even if the testator has not used the word heir, if his will is clear about
of this concept, the disposition will be valid as made by universal title or inheritance.
Article 701. Two or more people may not testify jointly or in the same
instrument, whether they do it for mutual benefit, or for the benefit of a third party.
Article 702. The testament is a very personal act; you will not be able to leave your training at all or
in part, at the discretion of a third party or made through an agent.

Nor may the subsistence of the appointment of heirs or heirs be left to the discretion of a third party.
legatees, nor the designation of the portions in which they will take place when they are instituted
nominally.
Article 703. The testator may entrust to a third party the distribution of the amounts left in general to specific classes, such as relatives, the poor, or establishments of charity, as well as the choice of people or establishments to whom they should apply.
Article 704. Any provision regarding the institution of heirs, commands or legacies made by the testator, referring to cédulas or private papers that after his death appear in his domicile or away from it, it will be void if the requirements are not met in the certificates or papers
forewarned for the holographic will.
Article 705. A will made with violence, fraud or fraud will be null and void.
Article 706. Whoever, with intent, fraud or violence prevents a person, whomever intestate heir, freely grant his last will, will lose his inheritance right, without prejudice to the criminal responsibility that has been incurred.
Article 707. Any testamentary disposition must be understood in the literal sense of its words, unless it appears clearly that the will of the testator was different. In case of doubt, what appears more in accordance with the testator's intention, according to the wording of the
same testament.
The testator cannot prohibit the will to be challenged in cases where there is nullity declared by law.

**CHAPTER III**
**OF THE FORM OF WILLS**





Article 708. The testament can be common or special. The common can be holographic, open or closed.
Article 709. Maritime, military and domestic wills are considered special wills.
Foreign.
Article 710. The testament is called holograph when the testator writes it himself, in the form and with the requirements determined by this Code.
Article 711. The testament is open whenever the testator expresses his last will in presence of the people who must authorize the act, being aware of what is
has.
Article 712. The testament is closed when the testator, without revealing his last will, declares that this is contained in the statement presented to the persons who have to authorize the act.
Article 713. The following cannot be witnesses in wills:
1. Minors, except as provided in Article 733;
2. Those who do not have the quality of neighbors or domiciled in the District of the granting, except in cases excepted by law;
3. The blind and the totally deaf or dumb;

4. Those who do not understand the language of the testator, if he does not know Spanish and testa in his
language;
5. Those who are not in their right mind;
6. Those who have been convicted of the crime of falsifying public documents or
private, or for that of false testimony, and those who are suffering from judicial interdiction;
7. Dependents, clerks, servants or relatives within the fourth degree of
consanguinity or second of affinity of the authorizing Notary.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 714. In the open will, the heirs or legatees may not be witnesses in
instituted, nor their relatives within the fourth degree of consanguinity or
second of affinity.
Legatees and relatives are not included in this prohibition when the legacy
constitutes any movable object or quantity that are of little importance in relation to the flow hereditary.
Article 715. For a witness to be declared unqualified, it is necessary that the cause of his incapacity exists at the time the will is executed.
Article 716. To test in a foreign language, the presence of two interpreters, chosen
by the testator, that they translate their disposition into Spanish. The will must be written in the two languages.
Article 717. The Notary and two of the witnesses who authorize the will, must know the testator; and if they do not know him, his person will be identified with two witnesses who know him and are
acquaintances of the same notary and of the instrumental witnesses.
The notary and the witnesses will also try to ensure that, in their opinion, the testator has the legal capacity necessary to test.
The same obligation to know the testator will have the witnesses who authorize a will without Notary assistance in the cases of Articles 732 and 733.
Article 718. If the person of the testator cannot be identified in the manner provided in the Article that precedes this circumstance will be declared by the notary, or by the witnesses where appropriate,




reviewing the documents that the testator presents for said purpose and the personal details of the same.
If the will is contested for such reason, it will correspond to the one who maintains its validity the
proof of identity of the testator.
Article 719. The testament in whose execution has not been observed the
formalities respectively established in this Title.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER IV**
**OF THE TESTAMENT OLOGRAPHER**

Article 720. The holographic testament may only be granted by persons of legal age.
For this testament to be valid it must be in the handwriting of the testator and signed by him, with expression of the year, month and day in which it is granted.
Article 721. The holographic will can be written on plain paper and left open or be placed inside a cover.
Article 722. The holographic will must be protocolized, presenting it to the Judge for this purpose.
Circuit of the testator's last domicile, or that of the place where the testator had died within five years, counted from the day of death. Without this requirement it will not be valid.
Article 723. If the testament is deposited in the power of any person, this person must present it to the competent judge after he has news of the death of the testator, and not verifying it within the following ten days, you will be responsible for the damages that are caused by procrastination.
It may also be presented by anyone who has an interest in the will as heir, legatee, executor or in any other concept.
Article 724. Once the holographic testament has been presented and the death of the testator certified, the judge
It will open it if it is in a closed sheet, it will sign all the sheets and order that it be protocolized in the corresponding notary's office, where the interested parties will be given the copies they request.
Article 725. Anyone who has a current interest in it, may demand in ordinary way the declaration of falsity of the will, which will not be executed while the trial is pending respective.

**CHAPTER V**
**OPEN TESTAMENT**

Article 726. The open will must be executed before a Notary Public and three suitable witnesses who
see and understand the testator, and of whom, at least one, knows and can write.
Only the cases expressly determined in this same chapter will be excepted from this rule.
Article 727. The testator will express his last will to the notary and the witnesses. Drafted on testament pursuant to it and stating the place, year, month, day and time of its execution,
It will be read aloud so that the testator can state whether he agrees with his will. If it it is present, it will be signed on the spot by the testator and the witnesses who can do so.
If the testator declares that he does not know or cannot sign, he will do so for him, and at his request, one of the
instrumental witnesses, or another person, attesting to the notary. The same will be done when any of the witnesses cannot sign.
The notary will always state that, in his opinion, the testator is with the legal capacity necessary to make a will.





Article 728. When the testator who intends to make an open will present in writing your testamentary disposition, the notary will draw up the will in accordance with it and read it aloud
discharge, in the presence of witnesses, for the testator to state if its content is the expression

of his last will.
Article 729. Anyone who is completely deaf must read his will himself; if not
knows or cannot, he will designate two people to read it on his behalf, always in the presence of witnesses and the notary.
Article 730. When the testator is blind, the testament will be read twice: once by the
notary, in accordance with the provisions of Article 727, and another in the same way by one of the witnesses,
or another person designated by the testator.
Article 731. All the formalities expressed in this chapter will be performed in a single act,
without any interruption being lawful, except that which may be caused by an accident passenger.
The notary will attest, at the end of the testament, that all said formalities have been completed and
to know the testator or the witnesses of knowledge in his case.
Article 731-A. In places where there is no Notary Public or where this official and his
alternates, an open will may be granted before five witnesses, who meet the qualities
required in this Title.
This Article was Added by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 732. If the testator is in imminent danger of death, he may grant the
testament before five suitable witnesses, without the need for a notary.
Article 733. In the case of an epidemic, the will can also be granted without intervention.
Notary Public, before three witnesses, over sixteen years of age.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 734. In the cases of the two previous Articles, the testament will be written, being
possible; not being so, the will will be valid, even if the witnesses cannot write.
Article 735. The will executed in accordance with the provisions of the three Articles
previous ones, it will be ineffective if two months have passed since the testator has come out of the danger of
death, or the epidemic ceased.
When the testator dies within that period, the will will also be rendered ineffective if within
For the three months following the death, the competent judge is not appealed to
Public deed, whether it has been granted in writing or verbally.
Article 736. The wills granted without the authorization of the Notary, will be ineffective if they are not
They are raised to a public deed and are formalized in the manner provided for in the Judicial Code.
In the case of Article 731-A, Articles 1581 to
1586 of the aforementioned Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 737. An open will declared null because the solemnities have not been observed
established for each case, the notary who authorized it will be responsible for the damages and

damages that arise, if the fault comes from their malice, or from negligence or ignorance inexcusable.

**CHAPTER VI**
**OF THE CLOSED TESTAMENT**

Article 738. The closed will may be written by the testator, or by another person on his behalf. I beg, on sealed paper of the kind established by the Tax Code, stating the place, day, month and year in which it is written.

Article 739. In the execution of the closed will, the solemnities will be observed following:

1. The paper containing the will shall be placed inside a closed and sealed cover, in accordance with
Luckily that one cannot be extracted without breaking it;
2. The testator will appear with the closed and sealed testament, or will close and seal it in the act, before the notary who has to authorize it, and three suitable witnesses, of which two, at least, they must be able to sign;
3. In the presence of the Notary Public and the witnesses, the testator shall declare that the statement presented
contains his will, stating if it is written, signed and initialed by him, or if it is written by someone else's hand, and signed by him at the end and on all its pages, or if, for not knowing or not being able to sign,
Someone else did it at your request;
4. On the cover of the will the notary will issue the corresponding record of its granting, stating the number and brand of the seals with which it is closed, and attesting to having observed the aforementioned solemnities, the knowledge of the testator, or having identified his person in the manner provided in Articles 717 and 718, and if found, at his trial, the testator with the necessary legal capacity to grant a will;
5. Once the act has been extended and read, it will be signed by the testator and the witnesses who know how to sign, and the
the notary will authorize with his stamp and signature.
If the testator does not know or cannot sign, one of the witnesses must do so on his behalf instrumentals, or another person designated by him;
6. This circumstance, in addition to the place, time, day, month and year will also be stated in the minutes.
of the granting.

Article 740. The blind and those who do not know or cannot make a closed will.
read.

Article 741. Deaf-mutes and those who cannot speak, but can write, may grant closed will, observing the following:

1. The testament must be all written and signed by the testator, stating the place, day, month and year.
2. When making his presentation, the testator will write in the upper part of the cover, in the presence
of the Notary and the witnesses, that that statement contains his will, and that it is written and signed by him.
3. Following what is written by the testator, the act of granting will be issued, attesting

the Notary if the provisions of the previous number have been complied with and the rest that is provided in
Article 739, as applicable to the case.
Article 742. Once the closed will has been authorized, the notary will deliver it to the testator after
insert in the protocol a copy of the award certificate. The writing in which the insertion is made It will be signed by the same people who attended the award.
Article 743. The testator may keep the closed will in his possession, or entrust its
save a person you trust, or deposit it in the power of the authorizing notary so that
save to your file.
In the latter case, the Notary will give receipt to the testator, and will state in the margin or below of the deed of which the previous Article speaks, that the will remains in his possession.




If the testator later withdraws it, he will sign a receipt following said note.
Article 744. The Notary Public, or the person in possession of a closed will, must
present it to the competent judge after he learns of the testator's death.
If you do not verify it within ten days, you will be responsible for the damages caused by your negligence.
Article 745. Anyone who with fraud fails to present the closed will in their possession.
within the period set in the second paragraph of the previous Article, in addition to the responsibility
that is determined in it, you will lose all right to inheritance, if you have it as an heir
intestate or as heir or legatee by will.
The person who fraudulently holds the closed will of the domicile shall incur the same penalty.
of the testator or of the person who has it in custody or deposit, and the one who hides it, breaks or
render useless in any other way, without prejudice to the criminal liability that may proceed.
Article 746. For the opening and notarization of the closed will, the
prevented in the Judicial Code.
Article 747. A closed will is null and void in which the execution of the will has not been observed.
formalities established in this chapter; and the Notary who authorizes it will be responsible for the
damages that arise, if it is proven that the fault came from his malice, or from
inexcusable negligence or ignorance. It will be valid, however, as a holographic testament, if all of it is written and signed by the testator and has the other conditions of this
will.

**CHAPTER VII**
**OF THE MILITARY TESTAMENT**

Article 748. In time of war, the military in the field, volunteers, hostages and others
Individuals employed in, or following the military, may make their will before a
officer or boss.
This provision is applicable to the individuals of an army who are in a foreign country and to the of the National Police.

If the testator is ill or injured, he may grant it to the attending physician.
If he is in a detachment, before the one who sends him.
In all the cases of this Article, the presence of two suitable witnesses will always be necessary.
Article 749. The persons mentioned in the previous Article may also grant
will closed before an authorized person who will exercise the functions of a notary in this case, observing the provisions of Articles 739 et seq.
Article 750. The wills granted in accordance with the two previous Articles, must be
sent, as soon as possible, to the Headquarters, and by it to the Secretary of Government and Justice.
The secretary, if the testator has died, will send the will to the judge of the last domicile
of the deceased, and not being known, to the competent judge, so that ex officio summons the heirs and
others interested in the succession. These must request that it be raised to a public deed and protocolize in the manner provided in the Judicial Code.
When the testament is closed, the judge will proceed ex officio to open it in the prevented manner
in said Code, with the summons and intervention of the Public Ministry, and after opening the will inform the heirs and other interested parties.
Article 751. The wills mentioned in Article 748 will expire four months later.
that the testator has stopped being in campaign.
Article 752. During a battle, assault, combat and, generally, in all near danger of
action of war, military will may be granted orally before two witnesses.




But this testament will remain ineffective if the testator is saved from the danger in whose consideration
he tested. Even if it is not saved, the will will be ineffective if it is not formalized by the witnesses before the
war auditor.
Article 753. If the military will is closed, the provisions of Articles
738 and 739; but it will be granted before an officer and two witnesses that the 748 requires for the open,
all of them having to sign the act of granting, as well as the testator, if he can.

**CHAPTER VIII**

**OF THE MARITIME TESTAMENT**

Article 754. Open or closed wills, of which during a sea voyage they go to
board, will be awarded in the following way:
If the ship is of war, before the Commander, or the one who exercises his functions, in the presence of two
suitable witnesses, who see and understand the testator.
In merchant ships the Captain or the one acting in his stead will authorize the will, with assistance of two suitable witnesses.
In either case, the witnesses will be chosen from among the passengers, if any; but one of them,
At least, he must be able to sign, which he will do for himself and for the testator, if he does not know or not

can do it.
If the will is opened, the provisions of Article 727 will also be observed, and, if it were closed, which is ordered in Chapter VI of this Title, excluding what is related to the number of witnesses and intervention of the Notary.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 755. The testament of the commander of the warship and that of the captain of the merchant,
will be authorized by whoever should replace them in office, observing for the rest, what provided in the previous Article.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 756. Open wills made on the high seas shall be guarded by the Commander.
or by the Captain, and mention will be made of them in the Logbook.
The same mention will be made of the holographs and the closed ones.
Article 757. If the ship arrives at a foreign port where there is a diplomatic agent or consular of Panama, the Commander of the war, or the Captain of the merchant, will deliver to said
agent, copy of the open will or of the closing act, and of the note taken
In the diary.
The copy of the will or the act must bear the same signatures as the original if they live and those who signed it are on board; otherwise, it will be authorized by the accountant or captain who
had received the testament, or whoever takes its place, also signing those on board
of those who intervened in the will.
The diplomatic or consular agent will have the delivery diligence extended in writing, and, closed and
sealed the copy of the testament or the act of granting, if closed, will send it with the
Note from the Journal, through the corresponding channel, to the Secretary of Government, which will order that
is deposited in a notary.
The commander or captain who makes the delivery will collect from the diplomatic or consular agent
certification of having verified it, and will make a note of it in the Logbook.
Article 758. When the ship, whether of war or merchant, arrives at a Panamanian port, the commander or captain will deliver the original will, closed and sealed, to the maritime authority local, with a copy of the note taken from the Journal, and, if the testator has died, certification that
prove it.




The delivery will be verified in the manner provided in the previous Article, and the maritime authority will
will send everything without delay to the Secretary of Government.
Article 759. If the testator has died and the testament is opened, the secretary of

Government and Justice will send it to the Judge of the last domicile of the deceased, and not being known to him,
to the competent Judge of those of the capital so that ex officio summons the heirs and other interested parties
in succession. These must request that it be raised to a public deed and protocolized in the form prevented in the Judicial Code.
When the testament is closed, the judge will proceed ex officio to open it in the prevented manner
in said Code with the summons and intervention of the public prosecutor and after opening the will inform the heirs and other interested parties.
Article 760. When the testament has been executed by a foreigner, on a Panamanian vessel, the Secretary of Government will send the will to the Secretary of Foreign Relations, so that, through diplomatic channels, the corresponding course is given.
Article 761. If the will is holographic, and during the trip the testator dies, the Commander or Captain will collect the will to guard it, making mention of it in the Daily, and will deliver it to the local maritime authority, in the form and for the effects provided in
Article 759, when the ship arrives at the first port of Panama.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 762. The wills, open and closed, granted in accordance with the provisions of this chapter, will expire after four months, counted from when the testator disembarks in a port where you can test in the ordinary way.
Article 763. If there is danger of shipwreck, the crew and passengers may make a will verbal before two witnesses. But this testament will be rendered ineffective if the testator is saved from danger
in whose consideration he testified.
Although the will is not saved, the will will be ineffective, if it is not formalized by the witnesses before a judge
from the first port they arrive at.
Article 764. The will made on a foreign vessel of
in accordance with the provisions of this chapter and will also be the one made in accordance with the laws of the country to which the vessel belongs, provided that with regard to the delivery of the
testament is proceeded in accordance with Articles 757 and 758.

**CHAPTER IX**

**OF THE WILL MADE IN A FOREIGN COUNTRY**

Article 765. Panamanians may testify outside the national territory, subject to the forms established by the laws of the country in which they are located.
They may also test the high seas, during their navigation on a foreign vessel, subject to the laws of the nation to which the vessel belongs.
They may also make a holographic will in accordance with Article 720, even in countries whose laws do not allow such a will.
Article 766. The joint testament, prohibited in Article
701, which is granted in a foreign country, even if authorized by the laws of the nation where it is

would have granted.
Article 767. An open or closed will may also be granted in a foreign country, before the Diplomatic or Consular Agent of Panama, resident in the place of granting.
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In these cases, said Agent will act as a Notary Public, and all the formalities established in Chapters V and VI of this Title, not being necessary the condition of domicile in witnesses.
Article 768. The Diplomatic or Consular Agent will send, through the Secretariat of Foreign Relations, authorized with his signature and seal, copy of the open will or of the granting the closed, to the Secretary of Government, to be deposited in his file.
Article 769. The Diplomatic or Consular Agent in whose possession a holographic or closed will, will send it through the corresponding channel to the Secretariat of Government when the testator dies, with the death certificate.
The Secretary of Government will publish the news of the death in the official newspaper, to that those interested in the inheritance can collect the will and manage its notarization in the prevented way.
Article 770. The will granted outside the territory shall be valid in the Republic of Panama. national subject to the rules established by the laws of the country in which it is granted. Will be worth likewise the holographic testament granted even in countries whose laws do not admit these provisions.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER X**
**OF THE REVOCATION AND INEFFECTIVENESS OF THE WILLS**

Article 771. All testamentary provisions are essentially revocable, although the testator expresses in the testament his will or resolution not to revoke them.
The repealing clauses of future provisions and those in that the testator orders that the revocation of the testament is not valid if it does not do it with certain words or signs.
Article 772. The testament cannot be revoked in whole or in part, except with solemnities necessary to test.
Article 773. The previous testament is revoked by right by the later perfect one, if the testator does not express in it his will that he subsist in whole or in part.
However, the earlier testament regains its force if the testator later revokes the later one, and expressly declares to be his will that is worth the first.
Article 774. The revocation will take effect even if the second testament expires for incapacity of the heir or of the legatees named in him, or by resignation of that one or of these.
Article 775. The recognition of a natural child does not lose its legal force, even if it is revoked. the will in which it was made.
Article 776. The closed will that appears at the domicile of the testator with broken covers or broken seals, or erased, scraped or amended the signatures that authorize it.

This testament will be, however, valid when it is proven that the damage occurred without will of the testator, or the latter being in a state of insanity; but if the covered or broken seals, it will also be necessary to prove the authenticity of the will for its validity.
If the will is in the possession of another person, it will be understood that the vice comes from him,
and it will not be valid as long as its authenticity is not proven, if the cover is broken or the seals broken; and if one and one are found intact, but with their signatures scraped off,




erased or amended, the will will be valid, unless it is justified to have been delivered on sheet in this form by the same testator.
Article 777. Will expire, or will be ineffective, in whole or in part, the provisions testamentary, only in the cases expressly provided for in this Code.

**CHAPTER XI**

**OF THE FREEDOM OF TESTING AND OF THE INSTITUTION OF THE HEIR**

Article 778. Any able-bodied person may freely dispose of their assets by will, provided to insure the maintenance of the children who are entitled to it in accordance with the law, during the time referred to in Article 233 of this Law and those of their parents, those of their consort and invalid children, as long as they are needed.
If the testator fails to comply with this maintenance obligation, the heir will not receive the assets but what is left over, after being given to the obligee, after expert estimates, enough to secure your food.
If the children, parents or consort had enough assets at the death of the testator, it is not forced to leave them food.
This Article was Amended by Article 4 of Law No. 107 of October 8, 1973, published in Official Gazette No. 17,457 of October 23, 1973.
Article 779. The testament will be valid even if it does not contain the institution of an heir or it does not
understands all the assets, and even if the named does not accept the inheritance or is unable to inherit.
In these cases, the testamentary provisions made in accordance with the laws will be complied with, and the
The remainder of the assets will pass to the legitimate heirs.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 780. The heirs instituted without designation of quotas, will inherit in equal parts.
Article 781. The heir who dies before the testator, the one incapable of inheriting and the one who
waiver of inheritance, do not transfer any rights to their heirs, except as provided in the Article 644.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 782. The expression of a false cause of the institution of heirs or appointment of legatee, will be considered as unwritten, unless the testament shows that the testator

he would not have made such an institution or legacy if he had known the falsehood of the cause.
The expression of a cause contrary to law, even if it is true, will also be considered not written.
Article 783. The heir established in a certain and determined thing will be considered as legatee.
Article 784. When the testator names some heirs individually and others collectively, as if to say: "I institute for my heirs N. and N. and the children of N.", collectively named shall be considered as if they were individually, unless it is stated in a way clear that the will of the testator has been different.
Article 785. If the testator instituted heirs to his brothers, and has them carnal, and as a father or mother alone, the inheritance will be divided between them as in the case of dying intestate.




Article 786. When the testator calls a person and his children to the succession, it shall be understood
all instituted simultaneously and not successively.
Article 787. The testator shall designate the heir by his name and surname; and, when there are two that
have them the same, you must point out some circumstance by which the instituted is known.
Even if the testator has omitted the name of the heir, if he designates him in such a way that he cannot
doubt who the instituted is, the institution will be worth it.
Article 788. The error in the name, surname or qualities of the heir, does not vitiate the institution
when otherwise it can certainly be known who is the named person.
If between people of the same name and surname there are equal circumstances, and these are such that they do not allow to distinguish the instituted, neither will be heir.

**CHAPTER XII**
**OF THE SUBSTITUTION**

Article 789. The testator may substitute one or more persons for the instituted heir or heirs.
in case they die before him, or are unwilling or unable to accept the inheritance.
The simple substitution, and without expression of cases, includes the three expressed in the paragraph
above, unless the testator has provided otherwise.
Article 790. Two or more people can be substituted for one person; and on the contrary, one by two
or more heirs.
Article 791. If the heirs instituted in unequal parts are reciprocally substituted, will have the same parts in the substitution as in the institution, unless clearly
the will of the testator appears to have been another.
Article 792. The substitute will be subject to the same charges and conditions imposed on the instituted, unless the testator has expressly provided otherwise, or the
liens or conditions are merely personal to the instituted.
Article 793. The following will not take effect:
1. The substitutions that impose on the heir the order to pay successively to several

people, who are not living at the time of the testator's death, certain income or pension;
2. Those whose purpose is to leave a person all or part of the hereditary assets for
apply or invest them according to reserved instructions communicated by the testator;
3. The provisions that contain a perpetual or temporary prohibition to sell.
Article 794. The provision in which the testator leaves all or part of an inheritance to a person and to another the usufruct will be valid.
If I call several people to usufruct, not simultaneously, but successively, it will take effect provided that it is constituted in favor of persons living at the time of the testator's death.
Article 795. The provision that imposes on the heir the obligation to invest certain amounts periodically in charitable works, such as dowries for poor maidens, pensions for students, or pro-poor or any charity or charity establishment
public instruction, under the following conditions:
If the burden is imposed on real estate, the heir or heirs may dispose of the property taxed without ceasing the tax, as long as its registration is not canceled.
The capitalization or taxation of capital will be done by intervening the Executive Power, and with
Public Ministry hearing.
In any case, when the testator has not established an order for the administration and application of the domestic mandate, it will correspond to the Executive Power to do so.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
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Article 796. Everything provided in this chapter with respect to the heirs shall also be understood applicable to legatees

**CHAPTER XIII**
**OF THE INSTITUTION OF THE HEIR AND THE LEGACY, CONDITIONAL OR TERM**

Article 797. Testamentary provisions, both universal and particular, may be done under condition.
Article 798. The conditions imposed on the heirs or legatees, in what is not prevented in this chapter, they will be governed by the rules established for conditional obligations.
Article 799. Impossible conditions, and those contrary to the laws or good customs will be considered as not placed, and will not harm the heir or legatee, even when the testator arrange otherwise.
Article 800. The absolute condition of not contracting first or later marriage, will be considered not put, unless it has been to the widower or widow by his deceased consort, or by the ascendants or descendants of the latter.
However, the usufruct, use or habitation, or a pension or personal benefit, for the time you remain single or widowed.
Article 801. The provision made under the condition that the heir or legatee makes in your will, any provision in favor of the testator or another person.
Article 802. The purely optional condition imposed on the heir or legatee must be fulfilled by these, once they found out about it, after the death of the testator.
Except for the case in which the condition, already fulfilled, cannot be repeated.

Article 803. When the condition is casual or mixed, it will suffice that it be carried out or fulfilled in
any time, alive or dead the testator, if the latter had not arranged otherwise.
If it had existed or had been fulfilled when the will was made, and the testator was ignorant of it, will be fulfilled.
If he knew it, it will only be considered fulfilled when it is of such a nature that it can no longer exist or
be fulfilled again.
Article 804. The expression of the purpose of the institution or legacy, or the application to be given
to what is left by the testator, or to the burden that he himself imposes, will not be understood as condition, unless it seemed that this was his will.
What is left this way can of course be requested, and is transferable to the heirs who
ensure the fulfillment of what was commanded by the testator, and the return of what was received, with
fruits and interests, if they fail to do so.
Article 805. When, without fault or fact proper to the heir or legatee, the
institution or legacy referred to in the preceding Article, in the same terms that there is
ordered by the testator, it must be fulfilled in others, the most similar and in accordance with his will.
When the interested party in its compliance or not, prevents its compliance, without fault or fact own of the heir or legatee, the condition will be considered fulfilled.
Article 806. The suspensive condition does not prevent the heir or legatee from acquiring their respective
rights and pass them on to their heirs, even before compliance is verified.
Article 807. If the optional condition imposed on the heir or legatee is negative, or if not
do or not give, they will comply with the assurance that they will not do or will not give what was prohibited by the
testator, and that, in the event of a contravention, they will return what they received with their fruits and interests.




Article 808. If the heir is instituted under suspensive condition, the property of
the inheritance in administration, until the condition is realized or there is certainty that it will not be
be fulfilled.
The same will be done when the heir or legatee does not provide the guarantee of the case of Article
previous.
Article 809. The administration mentioned in the preceding Article will be entrusted to the heir or
heirs instituted without condition, when between them and the conditional heir there is a right to increase. The same shall apply to legatees.
Article 810. If the conditional heir does not have joint heirs, or having them, does not exist between

They have the right to increase, the one will enter the administration, giving security.
If he does not give it, the administration will be conferred to the presumed heir, also under bond; and, if neither
one or the other will secure, the courts will appoint a third person, who will take charge of it, also on bail, which will be provided with the intervention of the heir.
Article 811. Administrators will have the same rights and obligations as those who are.
of the property of an absentee.
Article 812. The designation of the day or time on which the start or stop of the
effect of the institution of heir or legacy.
In both cases, until the term indicated, or when it ends, it will be understood
called the legitimate successor. But, in the first case, it will not come into possession of the goods
but after providing sufficient security with the intervention of the instituted.

**CHAPTER XIV**

**OF THE RIGHTS OF THE WIDOW SPOUSE**

Article 813. The widower or widow who when his consort dies is not separated or divorced, or
If it is the fault of the deceased spouse, he will have the right, if he lacks what is necessary for his
congrua subsistence, to be awarded up to a fifth of the inheritance by reason of
foods.
If the spouses are separated by divorce demand, the result of the lawsuit will be awaited.
If forgiveness or reconciliation has mediated between the separated spouses, the survivor
you will retain your rights.
If the surviving spouse goes on to other nuptials, before receiving what corresponds to him, as to the first paragraph of this Article, you will lose your rights.

**CHAPTER XV**

**OF THE RIGHTS OF CHILDREN**

Article 814. The legitimate children or descendants of the testator, and the natural children that he has
legally recognized, they will have the right to food to the extent indicated in Article
236.
Article 815. The obligation of the person to provide the maintenance referred to in Article above, it will be passed on to their heirs, and will persist until the children reach adulthood; and in the case of being disabled, while the disability lasts.
Article 816. The right to maintenance that the law gives to children or legitimate descendants and children
legally recognized, belongs by reciprocity to parents and ascendants and will be extinguished due to the death of the obligee, in accordance with Article 243.
Article 817. In other cases not regulated in this chapter, the provisions of the
Article 244.





**CHAPTER XVI**

**OF THE COMMANDS AND LEGACIES**

Article 818. The testator may encumber with orders and legacies, not only his heir, but also

to the legatees.
They will not be obliged to respond to the lien, but up to the value of the
legacy.
Article 819. When the testator grave with a legacy to one of the heirs, he will only remain
bound to its fulfillment.
If I do not tax any one in particular, they will all be liable in the same proportion as
be heirs.
Article 820. The person obliged to deliver the legacy, will respond in case of eviction, if the
matter is
indeterminate and indicated only by genus or species.
Article 821. The legacy of someone else's property, if the testator, when bequeathing it, knew
that it was, is valid. He
heir will be obliged to acquire it to deliver it to the legatee; and, not if possible, to give to
This is your fair estimate.
The proof that the testator knew that the thing was foreign corresponds to the legatee.
Article 822. If the testator was unaware that the thing he bequeathed was someone else's, the
legacy will be void.
But it will be valid if you acquire it after the will has been granted.
Article 823. The legacy made to a third party of a thing belonging to the heir or of a
legatee, who by accepting the succession, must deliver the thing bequeathed, or its fair estimate,
with the limitation established in the following Article.
The provisions of the preceding paragraph are understood without prejudice to food allowances.
Article 824. When the testator, heir or legatee had only a part or a right in the
thing bequeathed, the legacy will be understood to be limited to this part or right, unless the
testator
expressly declare that you bequeath the whole thing.
Article 825. The legacy of things that are not alienable according to the law, or that form
part of a building in such a way that they cannot be separated without deteriorating it, unless the
cause
cease before the legacy is deferred.
Article 826. The legacy of something that at the time of making the will was not effective.
already owned by the legatee, even if another person had some right to it.
If the testator expressly provides that the thing be released from this right or encumbrance, it will
be valid,
as for this, the legacy.
Article 827. The species bequeathed passes to the legatee with its easements, usufructs,
mortgages and
other real charges, unless the testator expressly provides otherwise.
Article 828. The legacy will be without effect:
1.
If the testator transforms the thing bequeathed, so that it retains neither the form nor the
denomination that it had;
2.
If the testator alienates, for any title or cause, the thing bequeathed or part of it,
it being understood, in the latter case, that the legacy is only without effect with respect to the
part

alienated. If after the alienation the thing returns to the domain of the testator, even for
the nullity of the contract, after this fact will not have force the legacy;
3.
If the thing bequeathed completely perishes while the testator lives, or after his death without
fault
of the heir. However, the person obliged to pay the legacy will respond for eviction, if the thing
The bequest has not been determined in kind, as provided in Article 820.
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Article 829. The legacy of a credit against a third party, or that of forgiveness or release of a debt
of the
legatee, it will only take effect on the part of the credit or debt remaining at the time of the death
of the
testator.
In the first case, the heir will comply with assigning the legatee all the shares that could
compete against the debtor.
In the second, by giving the legatee a letter of payment if requested.
In both cases, the legacy will include the interest due on the credit or debt to the
die the testator.
Article 830. The legacy mentioned in the previous Article expires if the testator, after
having done so, I will sue the debtor for the payment of his debt, although he does not
performed at the time of death.
For the legacy made to the debtor of the thing pawned, only the right of
garment.
Article 831. The generic legacy of release or forgiveness of debts includes existing ones
at the time of making the will, not later.
Article 832. The legacy made to a creditor will not be imputed in payment of his credit, unless
the
testator expressly declares it.
In this case, the creditor will have the right to collect the excess of the credit or the legacy.
Article 833. In alternative legacies, the provisions for the obligations of the
same species, except for the modifications derived from the express will of the testator.
Article 834. The legacy of a generic movable thing will be valid, even if there are no things of its
kind.
in inheritance.
Article 835. The legacy of an undetermined real property will only be valid if there is one of its
gender in inheritance.
The choice will be made by the heir, who will comply with giving something that is not of
inferior quality
nor of the superior.
Article 836. Provided that the testator expressly leaves the choice to the heir or legatee, the
You can give first, or the second choose, what you think best.
Article 837. If the heir or legatee cannot make the choice in the case of having been
granted, it will pass its right to the heirs; but once the choice is made, it will be irrevocable.

Article 838. If the thing has been subsequently acquired by the legatee, already from the testator, or from
A third party will be entitled to the price, provided that the circumstances required in the
Articles 821 and 822, and notwithstanding what is established in numeral 2 of 828, unless the
In both cases, something has come into the hands of the legatee for lucrative or gratuitous title.
Article 839. The legacy of education lasts until the legatee is of legal age.
The maintenance lasts as long as the legatee lives, if the testator does not provide otherwise.
If the testator has not indicated the amount for these legacies, it will be set according to the state and
condition of the legatee and the amount of the inheritance.
If the testator used to give the legatee a certain amount of money, or other things by way of
of food, the same amount will be understood to be bequeathed, if it does not result in a notable disproportion
with the amount of the inheritance.
Article 840. Bequeathed a periodic pension, or a certain annual, monthly or weekly amount, the
The legatee may demand that of the first period as long as the testator dies, and those of the following in the
principle of each one of them, without there being a return, even if the legatee dies
before the end of the period started.




Article 841. The legatee acquires the right to pure and simple legacies from the death of the testator, and transmits it to his heirs.
Article 842. When the legacy is specific and determined, proper to the testator, the
legatee acquires his property from the time he dies, and makes the fruits or income his
pending, but not the income accrued and not paid before death.
The thing bequeathed will run from the same moment at the risk of the legatee, who will therefore suffer its
loss or deterioration, as well as taking advantage of its increase or improvement.
Article 843. The thing bequeathed must be delivered with all its accessories and in the state in which
is found when the testator dies.
Article 844. If the legacy is not specific and determined, but generic or of quantity,
its fruits and interests since the death of the testator will correspond to the legatee when the testator
would have expressly provided it.
Article 845. The legatee cannot occupy the thing bequeathed by his own authority, but must request its delivery and possession to the heir or executor, when he is authorized to give it.
Article 846. The heir must give the same thing bequeathed, being able to do so, and does not comply with giving
your estimate.
The legacies in money must be paid in this kind, even if there is not in the inheritance.
The expenses necessary for the delivery of the thing bequeathed will be borne by the inheritance, but without
damage to food allowances.

Article 847. If the assets of the inheritance are not enough to cover all the legacies, the payment will be
will do in the following order:
1. The legacies to which the testator has made remunerative;
2. The legacies of a certain and determined thing that are part of the hereditary estate;
3. The legacies that the testator has declared preferred;
4. Those of food;
5. Those of education;
6. The others pro rata.
Article 848. When the legatee does not want or cannot admit the legacy, or it, for any cause, has no effect, will be consolidated in the estate of the inheritance, except in cases of substitution and
right to increase.
Article 849. The legatee may not accept one part of the legacy and repudiate the other, if this is onerous.
If he died before accepting the legacy, leaving several heirs, one of these may accept, and another repudiate his share of the legacy.
Article 850. The legatee of two legacies, of which one is onerous, may not renounce it and accept the other. If both are onerous, you are free to accept all of them or repudiate whichever you want.
The heir who is at the same time legatee, may renounce the inheritance and accept the legacy, or give up this one and accept that one.
Article 851. If the entire inheritance is distributed in legacies, the debts will be prorated and liens of it between the legatees, in proportion to their quotas, unless the testator
would have arranged otherwise.
Article 852. When the legacy subject to reduction consists of a property that does not admit comfortable
division, this will remain for the legatee if the reduction does not absorb half of its value, and in case
otherwise, for the assignees; but he and these must be paid their respective value in money.




The legatee who is entitled to an assignment may retain the entire estate, provided that its value does not
it exceeds the amount of the available portion and the quota that corresponds to it per assignment.
Article 853. If the assignees or legatees do not want to use the right granted to them in the Previous article, the one who did not have it can use it; if he doesn't want to use it either, will sell the farm in public auction, at the request of any of the interested parties.

**CHAPTER XVII**
**OF THE ALBACEAS**

Article 854. The testator may appoint one or more executors, whether they are heirs or strangers to the
heritage.

Article 855. Anyone who does not have the capacity to be bound may not be an executor.
The minor may not be, not even with the authorization of the parent or guardian.
This prohibition is extended to emancipated or authorized minors of age.
The third paragraph was repealed by Article 360 of Law No. 3 of May 17, 1994,
published in Official Gazette No. 22,591 of August 1, 1994.
Article 856. The executor can be universal or private.
In any case, the executors may be appointed jointly, successively or jointly.
Article 857. When the executors are jointly, only what they all make of
together, or what one of them legally authorized by the others does, or what, in case of
dissent, agree to the largest number.
Not reaching the agreement, it will be up to what the court decides.
Article 858. In cases of extreme urgency, one of the joint executors may practice,
under his personal responsibility, the acts that are necessary, immediately reporting to the
the rest.
Article 859. If the testator does not clearly establish the solidarity of the executors, nor does he establish the order
in which they must carry out their duties, they shall be understood as jointly appointed, and
they will carry out the position as provided for in the two previous Articles.
Article 860. The position of executor is of voluntary acceptance, and it will be understood accepted by the
appointed to perform it if he does not excuse himself within the six days following that in which you are notified of your appointment.
Article 861. The executor who accepts the position constitutes the obligation to perform it; but
He may renounce it on the grounds of just cause, at the prudent discretion of the court.
Article 862. The executor who does not accept the position, or resigns without just cause, will lose what
the testator had left, except always for the right to maintenance.
Article 863. The executors shall have all the powers expressly conferred upon them by the testator, and that are not contrary to the law.
Article 864. Not having the testator expressly determined the powers of the executors,
will have the following:
1. Arrange and pay for the testator's funeral in accordance with the provisions of the testament; and, failing that, according to the custom of the place;
2. Satisfy the legacies with the knowledge of the interested parties and judicial authorization;
3. Watch over the execution of everything else ordered in the will, and sustain, being
fair, its validity in court and outside of it; and




4. Take the necessary precautions for the conservation and custody of the goods, with intervention of the heirs present.
Article 865. If there is not enough money in the inheritance for the payment of funerals and legacies, and
the heirs will not face it of their own, the executors will promote the sale of the assets
furniture; and not reaching these, that of real estate, with the intervention of the heirs.
If any minor, incapacitated, absent, corporation or

public establishment, the sale of the goods will be made with the formalities provided for by the laws for such cases.
Article 866. The executor, to whom the testator has not set a term, must fulfill his order within a year from its acceptance, or from the end of the litigation that is promote on the validity or nullity of the will or of any of its provisions.
Article 867. If the testator wants to extend the legal term, he must expressly indicate that of the extension. If he had not indicated it, the term shall be understood to have been extended for six months.
If after this extension, the will of the testator has not yet been fulfilled, the The court will grant another for as long as necessary, taking into account the circumstances of the case.
Article 868. The heirs and legatees may, by mutual agreement, extend the time mentioned for as long as they deem necessary; but, if the agreement were only by majority, the The extension may not exceed six months.
Article 869. The executors must give an account of their order to the interested parties.
If they had been appointed, not to deliver the assets to specific heirs, but to give them the investment or distribution that the testator would have arranged in the cases permitted by right, they will render their accounts to the court.
Any disposition of the testator contrary to this Article will be void.
Article 870. The remuneration of the executor will be the one indicated by the testator.
If the testator has not indicated any, it will be up to the court to regulate it, taking into consideration the flow and the more or less laborious of the position.
It will also be regulated by the court when the remuneration set by the testator affects the interests of hereditary creditors.
If the testator jointly points out their remuneration to the executors, the part of those who do not admit or they resign the position, it will add to that of those who perform it.
Article 871. The executor may not delegate the position except with the express authorization of the testator. Without However, he may constitute agents acting at his orders; but will be responsible for operations of these.
Article 872. The office of executor ends upon the death, impossibility, resignation or removal of the itself, and for the period of time indicated by the testator, by law, and, where appropriate, by the interested.
Article 873. In the cases of the previous Article, and in the absence of the executor accepted the position, the execution of the will of the testator will correspond to the heirs.

## TITLE IV
## OF THE OPENING OF THE SUCCESSION, AND OF THE ACCEPTANCE, REPUDIATION AND INVENTORY OF THE SAME

### CHAPTER I
### GENERAL RULES

Article 874. Acceptance and repudiation of inheritance are entirely voluntary acts and

free.
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Article 875. Acceptance or repudiation always goes back to the moment of the death of the person to whom it is inherited.
Article 876. The acceptance or repudiation of the inheritance may not be made in part, on time, or
conditionally.
Article 877. No one may accept or repudiate without being certain of the death of the person to whom
he has to inherit and his right to inheritance.
Article 878. All those who have the free disposition of an inheritance can accept or repudiate an inheritance.
your assets.
The inheritance left to minors or disabled persons may be accepted in accordance with the provisions of the
number 4 of Article 283.
The acceptance of what is left to the poor will correspond to the persons designated by the testator to qualify and distribute the goods, and failing that to the mayor of the district of the last domicile of the deceased, and it shall be understood as accepted for the benefit of inventory.
Article 879. The representatives of legal persons capable of acquiring, may accept or repudiate the inheritance that will be left to them; but legal persons included in the ordinal 4 and 5 of Article 64 need to repudiate judicial approval with a hearing of the Public ministry.
Article 880. National public establishments may not accept or repudiate inheritances.
without the approval of the Executive Power.
Article 881. The acceptance and repudiation of the inheritance, once made, are irrevocable, and They may not be challenged except when they suffer from any of the vices that cancel the consent, or an unknown will appears.
Article 882. The inheritance may be accepted purely and simply, or for the benefit of inventory.
When the way in which an inheritance is accepted is not expressed, it will be understood that it is for the benefit of
Inventory.
Article 883. Acceptance can be express or tacit.
Express is what is done in a public or private document.
Tacit is what is done by acts that necessarily suppose the will to accept, or not
there would be the right to execute but with the quality of heir.
The acts of mere conservation or provisional administration do not imply the acceptance of the inheritance, if the title or the quality of heir has not been taken with them.
Article 884. The inheritance is understood to be accepted:
1. When the heir sells, donates or gives his right to a stranger, to all his joint heirs or
to any of them;
2. When the heir resigns, even free of charge, for the benefit of one or more of his
joint heirs;
3. When the resignation for price in favor of all his joint heirs without distinction; but yes

This resignation is gratuitous and the joint heirs in whose favor it is made are those to whom he owes
increase the renounced portion, the inheritance will not be understood as accepted.
Article 885. If the heir repudiates the inheritance to the detriment of his own creditors, they may These ask the judge to authorize them to accept it on his behalf.
Acceptance will only benefit the creditors insofar as it is enough to cover the amount of their credits. The excess, if any, will not belong in any case to the renouncer, but will be
will award to the people to whom it corresponds according to the rules established in this Code.
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Article 886. The heirs who have subtracted or hidden some effects of the inheritance,
lose the power to renounce it, and are left with the character of pure and simple heirs, without detriment to the penalties they may have incurred.
Article 887. By the pure and simple acceptance, or without benefit of inventory, the heir will remain
responsible for all the charges of the inheritance, not only with its assets, but also with their own.
Article 888. Until nine days after the death of the person whose inheritance is concerned,
no action may be taken against the heir to accept or repudiate.
Article 889. Urging, in court, an interested third party for the heir to accept or repudiate,
The judge must indicate to him a term that does not exceed thirty days, so that he can make his statement,
aware that if he does not do so, the inheritance will be considered accepted.
Article 890. Upon the death of the heir, without accepting or repudiating the inheritance, the same right that he had.
Article 891. When there are several heirs called to the inheritance, some may
accept it and others repudiate it. Each of the heirs shall enjoy equal freedom to accept it. outright, or to benefit inventory.
Article 892. The repudiation of the inheritance must be made in a public or authentic instrument, or
in writing presented before the competent judge to hear the testamentary or intestate.
Article 893. He who is called to the same inheritance by testament and intestate, and repudiates it by the first title, it is understood to have repudiated it by both.
By repudiating her as an intestate heir and without notice of her testamentary title, she may still accept it for this one.

**CHAPTER II**

**INVENTORY PROFIT AND RIGHT TO DELIBERATE**

Article 894. The benefit of inventory produces in favor of the heir the following effects:
1. The heir is not obliged to pay the debts and other charges of the inheritance until
where the assets of the same reach;
2. Preserves all rights and actions against the estate against the estate.
deceased;
3. They are not confused for any purpose, to the detriment of the heir, his private assets with the that belong to the inheritance.
Article 895. This Article was Repealed by Article 2 of Law No. 43 of March 13,

1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 896. The testator may not prohibit any heir from accepting for the benefit of Inventory.
Article 897. The inheritances that correspond to the Nation, the Municipalities and in general to the
legal persons of a political or public nature, will be accepted precisely with the benefit of Inventory.
Article 898. Every heir retains the power to accept with benefit of inventory,
as long as he has not acted as heir.
Article 899. The inventory in successions is of two kinds: judicial or extrajudicial. He
Judicial Code will determine in which cases one or the other proceeds.




Article 900. If the deceased has had part in any society, and by any clause of the
respective contract has stipulated that the company continue with the heirs after their
death, only the right of the deceased will be inventoried.
Article 901. The executor, the executor, and the executor shall have the right to attend the act of forming the inventory.
curator of the recumbent inheritance, the presumed, testamentary or intestate heirs, the spouse survivor, legatees, business partners or any other kind of society and
any hereditary creditor who presents the title of his credit. All these people, or their
legal representatives or agents, will have the right to claim against the inventory, in which
it seems inaccurate.
Article 902. The heir will lose the benefit of inventory:
1. If I knowingly fail to include in the inventory any of the assets or shares of the
inheritance, or suppose debts that do not exist;
2. If before completing the payment of the debts and legacies he alienated personal property of the
inheritance without judicial authorization or that of all interested parties, or did not give the price of what was sold
the application determined when granting authorization.
Article 903. The one who accepts with the benefit of inventory is responsible not only for the value of
the goods that then actually receive, but of those that later
they happen to the inheritance on which the inventory falls.
Article 904. The one who accepts with inventory benefit is responsible for all credits,
as if he had actually collected them; notwithstanding that, for your discharge, in time
duly justify what through no fault of his own he has stopped charging, making available to the interested unpaid titles and shares.
Article 905. The beneficiary heir may at all times exonerate his obligations,
abandoning to the creditors the assets of the estate that must be delivered in kind and the balance that remains from the others, and obtaining from them and the court the approval of the account that
administration should present them.

Article 906. Once the assets of the succession have been consumed, or the part that may have been assigned to the heir.
beneficiary, the court shall, at the request of the beneficiary heir, summon the creditors hereditary and testamentary that have not been covered, so that they receive from said heir the an accurate account, and where possible documented, of all investments he has made, and approved the account by creditors or in cases of disagreement by the court, the heir beneficiary will be declared free of any subsequent liability.
Article 907. The beneficiary heir who opposes the exception of being already consumed in the payment of debts and charges, the hereditary assets or the portion of them that if there is room, you must prove it by presenting the plaintiffs with an exact account, and where possible
documented, of all the investments you have made.

**TITLE V**

**OF THE DIVISION OF INHERITANCE**

**CHAPTER I**

**OF THE PARTITION**

Article 908. No joint heir can be compelled to remain in the indivision; partition of the inheritance may always be requested, provided that the joint heirs have not stipulated contrary.
Indivision cannot be stipulated for more than ten years; but once this term has been fulfilled, renew the covenant.




Article 909. Every joint heir who has the free administration and disposition of his property, may request, at any time, the partition of the inheritance if the pact of which he speaks does not mediate
the previous Article.
For the disabled and the absent, their legitimate representatives must request it.
Article 910. The heirs under condition may not request the partition until it is comply. But the other joint heirs may request it, fully ensuring the right of the
first for the case of fulfilling the condition; and, until it is known that it has been absent or cannot Once verified, the partition shall be deemed provisional, without the indivision exceeding ten years.
Article 911. If before the partition is made one of the joint heirs dies, leaving two or more heirs, it will be enough that one of these requests it; but all those involved in the latter concept must appear under a single representation.
Article 912. When the testator makes, by an act between living, the partition of his property, it will pass through it, as long as it is not contrary to the laws.
The father who, in the interest of his family, wants to keep a farm undivided, industrial or factory, may so dispose, without prejudice to food allowances.
Article 913. The testator may entrust by intervivos or mortis causa act for after his death, the simple power to partition anyone other than one of the co-heirs.
The provisions of this Article and the previous one will be observed even if there are joint heirs

someone who is under age or under guardianship; but in any case the partition will be preceded by the formation
inventory of inheritance assets, in accordance with the Judicial Code.
Article 914. When the testator had not made the partition or entrusted to another that faculty, if the heirs are greater and have the free administration of their assets, they may distribute the inheritance in any way they deem convenient.
Article 915. When the heirs of legal age do not understand how to carry out the partition will save their right to exercise it in the manner provided in the Code Judicial.
Article 916. When minors are subject to parental authority and represented in the partition by the father, or, where appropriate, by the mother, no intervention or judicial approval.
Article 917. In the partition of the inheritance, the possible equality must be kept, making lots or awarding to each of the joint heirs things of the same nature, quality or species.
Article 918. When a thing is indivisible or detracts from its division, it may be awarded to one, in order to pay the other excess money.
But it will be enough that only one of the heirs requests its sale by public auction and with admission of
strange bidders, so that it be done.
Article 919. The joint heirs must reciprocally pay the income and fruits in the partition. that each one has received from the hereditary assets, the useful and necessary impensations made in
the same, and the damages caused by malice or negligence.
Article 920. Partition expenses made in the common interest of all the joint heirs, shall be they will deduct from the inheritance; events in the particular interest of one of them will be the responsibility of the
same.
Article 921. The titles of acquisition or membership will be delivered to the joint heir successful bidder of the farm or farms to which they refer.




Article 922. When the same title includes several farms, awarded to different joint heirs, or a single one that has been divided between two or more, the title will remain in the hands of the
most interested in the farm or farms, and will be provided to the other reliable copies, at the expense of the
hereditary estate.
If the interest is equal, the title will be delivered to the male; and, having more than one, the oldest.
Being original, the one in whose possession it remains must also exhibit it to the other interested parties,
when they ask for it.
Article 923. If any of the heirs sold his hereditary right to a stranger before the partition, all or any of the joint heirs may be subrogated in place of the buyer, reimbursing you the purchase price, provided you verify it within a month, at

count from when this is made known to them.

**CHAPTER II**

**OF THE EFFECTS OF PARTITION**

Article 924. The legally made partition confers on each heir the exclusive property of the assets that have been awarded.

Article 925. Once the partition has been made, the joint heirs shall be reciprocally bound to Sanitation of adjudicated assets, in case of eviction.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 926. The obligation referred to in the previous Article will only cease in the following cases:

1. When the same testator had made the partition, unless it appears, or rationally presumed, having wanted otherwise, and you always save the assignments food;
2. When it had been expressly agreed upon when making the partition;
3. When the eviction proceeds from a cause subsequent to the partition or was caused by fault of the successful tenderer.

Article 927. The mutual obligation of the joint heirs to sanitation is proportionate to their respective hereditary assets; but if any of them turns out to be insolvent, they will answer for you the other joint heirs in the same proportion, deducting the part corresponding to the one who must be compensated.

Those who pay for the insolvent will retain their action against him for when his fortune improves.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 928. If a credit is awarded as collectible, the joint heirs will not be liable for the subsequent insolvency of the hereditary debtor, and they will only be liable for their insolvency at the time to make the partition.

There is no liability for loans classified as bad debts; but if they are charged in all or in In part, the amount received will be distributed proportionally among the heirs.

**CHAPTER III**

**OF THE TERMINATION AND NULLITY OF THE PARTITION**

Article 929. Partitions can be terminated for the same reasons as obligations.

Article 930. The omission of one or more objects or values of the inheritance does not give rise to the partition is rescinded, but is completed or added with the omitted objects or values.





Article 931. The partition made by default of any of the heirs will not be rescinded, unless If it is proven that there was bad faith or fraud on the part of the other interested parties; but these will have the obligation to pay the preteritor the part that corresponds proportionally.

Article 932. The partition made with one who was believed to be heir, without being heir, will be null.

**CHAPTER IV**
**OF THE PAYMENT OF HEREDITARY DEBTS**
Article 933. Creditors recognized as such may object to the effect of the
partition of the inheritance until the amount of their credits is paid or secured.
Article 934. The creditors of one or more of the joint heirs may intervene at their expense in the partition to prevent it from being done in fraud or prejudice of your rights.
Article 935. Once the partition is made, the creditors may demand the payment of their debts in full.
of any of the heirs who has not accepted the inheritance for the benefit of inventory, or
as far as its hereditary portion reaches, in the case of having admitted it with said benefit.
In either case, the defendant shall have the right to summon and summon his co-heirs, at
Unless by disposition of the testator, or as a result of the partition, he has been left alone obligated to pay the debt.
Article 936. The joint heir who had paid more than what corresponds to his participation
in the inheritance, he may claim his proportional part from the others.
The same will be observed when, because it is the mortgage debt, or consists of a determined body,
I would have paid it in full. The successful bidder, in this case, may claim from his heirs only the proportional part, even if the creditor has assigned his shares and subrogable in his place.
Article 937. This Article was Repealed by Article 1 of Law No. 43 of March 13,
1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 938. The co-heir creditor of the deceased may claim from the others the payment of his credit, deducting his proportional part as such heir and without prejudice to what is established in the
Chapter II, Title IV of the Third Book of the Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
**TITLE VI**
**OF THE DONATIONS AMONG THE LIVING**
**CHAPTER I**
**ON THE NATURE OF DONATIONS**
Article 939. The donation is an act of liberality by which a person has free and
irrevocably of one thing in favor of another that accepts it, except as provided in Chapter IV of this Title.
Article 940. It is also a donation that is made to a person for their merits or for the
services rendered to the donor, provided that they do not constitute enforceable debts, or that in which
It imposes on the donee a lower tax than the value of the donation.
Article 941. Donations that have to produce their effects due to the death of the donor,
participate in the nature of the last will provisions, and will be governed by the rules established in the chapter on testamentary succession.

Article 942. The donations that have to produce their effects between living, will be governed by the
general provisions of contracts and obligations in everything that is not determined in
this Title.
Article 943. Donations with an onerous cause shall be governed by the rules of the contracts, and the
remuneration for the provisions of this Title in the part that exceed the value of the
lien tax.
Article 944. The donation is perfected as soon as the donor knows the acceptance of the
donee.

**CHAPTER II**

**OF THE PEOPLE WHO CAN MAKE OR RECEIVE DONATIONS**

Article 945. All those who can contract and dispose of their assets may make donations.
Article 946. All those who are not specially disabled by
law for it.
Article 947. People who cannot contract may not accept conditional donations
or onerous without the intervention of their legitimate representatives.
Article 948. Donations made to the conceived and the unborn may be accepted by the
persons who would legitimately represent them if their birth had already been verified.
Article 949. Donations made to unskilled people and accepted by them are null, although
they have been simulated, under the guise of another contract by an intermediary.
Article 950. The donation does not oblige the donor nor does it produce effect until after
acceptance.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 951. The donee must, under penalty of nullity, accept the donation on his own, or through
authorized person with special power for the case, or with general power and enough.
Article 952. People who accept a donation on behalf of others who cannot
do it themselves, they will be obliged to seek the notification and annotation of which the Article
speaks
954.
Article 953. The donation of personal property may be made verbally or in writing.
The verbal requires the simultaneous delivery of the thing donated. If this requirement is
missing, it will not work
effect if it were not made in writing and the acceptance is recorded in the same way.
Article 954. For the donation of real property to be valid, it must be done in writing
public, expressing in it individually the donated goods and the value of the charges that
must satisfy the donee.
The acceptance may be made in the deed of donation or in a separate one; but it won't work
if it were not done while the donor was alive.
Done in a separate deed, the acceptance must be authentically notified to the donor, and the
You will record this diligence in both deeds.

**CHAPTER III**

**ON THE EFFECTS AND LIMITATION OF DONATIONS**

Article 955. The donation may include all the donor's present assets, or part of
them, provided that it reserves, in full ownership or in usufruct, what is necessary to live in a state corresponding to your circumstances.
Article 956. The donation may not include future assets.
Future assets are understood to be those that the donor cannot have at the time of the donation.
Article 957. When the donation has been made to several people jointly, the
will understand by equal parts; and the right to increase will not be given between them, if the donor does not
I would have arranged otherwise.
Donations made jointly to husband and wife are excepted from this provision, between which will take place that right, if the donor has not provided otherwise.
Article 958. The donee subrogates himself in all the rights and actions that in case of eviction would correspond to the donor.
This, on the other hand, is not obliged to clean up the donated things, except if the donation be onerous: in which case the eviction donor will respond until the concurrence of the assessment.
Article 959. The donor may reserve the right to dispose of any of the goods
donated, or of any amount charged to them; but, if he died without having made use of that right, the goods or the amount that had been reserved will belong to the donee.
Article 960. The property may also be donated to one person and the usufruct to another or others,
with the limitation established in Article 794 of this Code.
Article 961. The reversion may be validly established in favor of only the donor for any case and circumstances, but not in favor of other people but in the same cases and with the same limitations that this Code determines for testamentary substitutions.
The reversion stipulated by the donor in favor of a third party, contrary to the provisions of paragraph
above, it is null; but it will not produce the nullity of the donation.
Article 962. If the donation has been made imposing on the donee the obligation to pay the donor debts, as long as the clause does not contain another statement, only that
obliged to pay those that appear contracted before.
Article 963. Not mediating a stipulation regarding the payment of debts, only the
donee when the donation has been made in fraud of the creditors.
The donation will always be presumed to have been made in fraud of the creditors, when when making it
the donor has set aside enough assets to pay the debts prior to it.

**CHAPTER IV**

**OF THE REVOCATION AND REDUCTION OF DONATIONS**

Article 964. The donation will be revoked at the request of the donor, when the donee has left to meet any of the conditions that he imposed.
In this case, the donated goods will return to the donor, the disposals that the
donee would have made and the mortgages that he would have imposed on them, with the limitation
established as a third party in the Title of the Public Registry.

Article 965. The donation may also be revoked, at the request of the donor, due to ingratitude in the following cases:
1. If the donee commits any crime against the person, honor or property of the donor, or of your spouse, ascendants or descendants;




2. If the donee imputes to the donor any of the crimes that give rise to the procedure of office or public accusation, even if it proves it; Unless the crime was committed against him same donee, his wife, or children constituted under his authority;
3. If you refuse food improperly.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 966. Once the donation is revoked due to ingratitude, they will remain, however, subsisting
the disposals and mortgages prior to the annotation of the revocation demand in the Public Registry.
The later ones will be null.
Article 967. In the case referred to in the first paragraph of the preceding Article, the donor to demand from the donee the value of the alienated assets that he cannot claim from the third parties, or the amount in which they had been mortgaged.
The time of the donation will be attended to to regulate the value of said goods.
Article 968. When the donation is revoked due to ingratitude, and when it is reduced due to being unofficial,
the donee will not return the fruits until the filing of the claim.
If the revocation is based on having failed to fulfill any of the obligations imposed in the donation, the donee will return, in addition to the goods, the fruits that he had received after the condition ceases to be met.
Article 969. The action granted to the donor due to ingratitude cannot be waived. in advance.
This action prescribes within a year, counted from the donor's knowledge of the right and possibility of exercising the action.
Article 970. This action will not be transmitted to the heirs of the donor if the latter, being able, not
would have exercised.
Neither may it be exercised against the heir of the donee, unless upon his death it is the lawsuit is filed.
Article 971. Those that harm the food of legitimate children are ineffective donations. and natural.
The ineffective donations, computed the liquid value of the donor's assets at the time of their death, should be reduced as soon as they harm food allowances, but this
reduction will not prevent them from taking effect during the life of the donor and for the donee make the fruits yours.
For the reduction of donations, the provisions of this Chapter and Article 852 will be followed. of this Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,

published in Official Gazette No. 4,622 of April 25, 1925.
Article 972. If there are two or more donations, they do not fit all in the available part, they will suppress or reduce, in terms of excess, those of more recent date.

**BOOK FOUR**

**OF THE OBLIGATIONS IN GENERAL AND OF THE CONTRACTS**

**TITLE I**

**OF OBLIGATIONS**

**CHAPTER I**

**GENERAL DISPOSITION**





Article 973. Every obligation consists of giving, doing or not doing something.
Article 974. Obligations arise from the law, from contracts and quasi-contracts, and from acts and
Unlawful omissions involving any kind of fault or negligence.
Article 975. The obligations derived from the law are not presumed. Only the expressly determined in this Code or in special laws, and will be governed by the precepts of the law that has established them; and, in what it has not foreseen, by the provisions of this Book.
Article 976. Obligations arising from contracts have the force of law between the parties. contracting parties, and they must be complied with in accordance with them.
Article 977. Civil obligations arising from crimes or misdemeanors shall be governed by the provisions of the Penal Code.
Article 978. Those derived from acts or omissions involving fault or negligence are not punished by law, they will be subject to Chapter II of Title XVI of this Book.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER II**

**ON THE NATURE AND EFFECT OF THE OBLIGATIONS**

Article 979. He who is obliged to give something, is also obliged to keep it with diligence typical of a good family man.
Article 980. The creditor has the right to the fruits of the thing since the obligation to deliver it. However, you will not acquire property rights over it until it has been delivered to you.
Article 981. When what must be delivered is a specific thing, the creditor,
Regardless of the right granted by Article 986, it may compel the debtor to make delivery.
If the thing is indeterminate or generic, it may request that the obligation be fulfilled at the expense of the
debtor.
If the obligor is in default or is committed to delivering the same thing to two or
More diverse people, fortuitous events will be on your account until delivery is made.
Article 982. The obligation to give a determined thing includes the obligation to deliver all its accessories, even if not mentioned.
Article 983. If the person obliged to do something does not do it, it will be executed at his expense.

The same will be observed if he does it in contravention of the tenor of the obligation. In addition, you can
decree that the wrong done is undone.
Article 984. The provisions of the second paragraph of the previous Article shall also be observed
When the obligation consists of not doing, and the debtor will execute what had been prohibited.
Article 985. Those obliged to deliver or do something will incur in default since the creditor demands judicially or extrajudicially the fulfillment of their obligation.
However, the creditor's notice will not be necessary for the default to exist:
1. When the debtor has not fulfilled the obligation within the term expressly stipulated;
2. When the obligation or the law expressly declares that the notice is not necessary;




3. When its nature and circumstances indicate that the designation of the time when the thing had to be delivered or the service was done, was a determining reason to establish the obligation.
In reciprocal obligations, none of the obligated parties is in default if the other does not comply or
it does not agree to duly fulfill its responsibilities. Since one of the obliged fulfills his obligation, the default begins for the other.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 986. Those who are subject to compensation for damages caused in the fulfillment of their obligations incur in fraud, negligence or delinquency, and those who in any way they contravene the tenor of the former.
Article 987. The liability arising from fraud is enforceable in all obligations. The Waiver of the action to make it effective is void.
Article 988. The liability arising from negligence is equally enforceable in the fulfillment of all kinds of obligations; but it may be moderated by the Courts, according to the cases.
Article 989. The fault or negligence of the debtor consists in the omission of that diligence that the nature of the obligation requires and corresponds to the circumstances of the people, the time and of the place.
When the obligation does not express the diligence that must be provided in its fulfillment, it will be required
the one that would correspond to a good family man.
Article 990. Outside of the cases expressly mentioned in the law, and those that so declare the obligation, no one will be responsible for those events that could not have been foreseen, or that,
expected, were unavoidable.
Article 991. Compensation for damages includes, not only the value of the loss suffered, but also the gain that the creditor has ceased to obtain, except for the provisions contained in the previous Articles.
Article 992. The damages to which the debtor responds in good faith are those provided or

that could have been foreseen at the time the obligation was constituted and that are a consequence
necessary from its non-compliance.
In the event of fraud, the debtor will respond to all those known to derive from the lack of fulfillment of the obligation.
Article 993. If the obligation consists of the payment of an amount of money and the debtor incur in default, compensation for damages, not having an agreement to the contrary,
It will consist of the payment of the agreed interest and, in the absence of an agreement, of the legal interest.
Until another is set by law, the interest of six percent per year will be considered legal.
Article 994. Interest due does not accrue interest in any case.
In commercial business, the provisions of the Commercial Code will be followed.
The Montes de Piedad and Savings Banks will be governed by their special regulations.
Article 994-A. In term obligations with partial payments or credits, only
interest on the balance owed. You will not be able to charge interest or interest
compound. Neither will capitalization of interest be allowed, nor any other operation that lead to it.
The violation of this precept will be sanctioned ex officio or by popular action with a fine of one hundred
(100) to one thousand (1,000) balboas, which will be imposed by the mayor of the district in which it was committed
the offense.




This Article was Added by Article 13 of Law No. 9 of January 25, 1967,
published in Official Gazette No. 15,791 of January 25, 1967.
Article 995. The receipt of capital by the creditor, without any reservation regarding interest,
It extinguishes the obligation of the debtor regarding these.
The receipt of the last installment of a debit, when the creditor does not make reservations, will extinguish
the obligation regarding the previous terms.
Article 996. Creditors, after having pursued the assets in possession of the
debtor to perform what is owed to them, they can exercise all the rights and actions of this for the same purpose, except those that are inherent to his person; they can also contest the acts that the debtor has carried out in fraud of his right.
Article 997. All rights acquired by virtue of an obligation are transferable, with
subject to the laws, if the opposite has not been agreed.

**CHAPTER III**
**OF THE VARIOUS SPECIES OF OBLIGATIONS**
**SECTION ONE**
**ON PURE AND CONDITIONAL OBLIGATIONS**

Article 998. Of course, any obligation whose fulfillment does not depend on a
future and uncertain event, or a past event, that stakeholders ignore.
Any obligation that contains a resolutive condition will also be enforceable, without prejudice to the

effects of the resolution.
Article 999. In conditional obligations, the acquisition of rights, as well as the resolution or loss of those already acquired, will depend on the event that constitutes the condition.
Article 1000. When the fulfillment of the condition depends on the exclusive will of the debtor, the conditional obligation will be void. If it depends on luck, or the will of a third, the obligation will have all its effects in accordance with the provisions of this Code.
Article 1001. Impossible conditions, those contrary to good customs and prohibited by law, will void the obligation that depends on them.
The condition of not doing an impossible thing is taken for granted.
Article 1002. The condition that an event occurs in a specified time will extinguish the obligation since time passes or it is already undoubted that the event will not have place.
Article 1003. The condition that no event occurs in a specified time makes effective the obligation as soon as the indicated time passes or it is already evident that the event it cannot happen.
If there is no set time, the condition must be deemed fulfilled in which it is plausible He wanted to point out, considering the nature of the obligation.
Article 1004. The condition shall be deemed to have been fulfilled when the obligor prevents voluntarily its compliance.
Article 1005. The effects of the conditional obligation to give, once the condition is fulfilled, is they go back to the day of its constitution. However, when the obligation imposes reciprocal benefits to the interested parties, the fruits and interests of the time in which the condition had been pending. If the obligation is




unilateral, the debtor will own the fruits and interests received, unless by nature and Circumstances of that one must be inferred that the will of the one who constituted it was another.
In the obligations to do and not to do, the courts will determine, in each case, the effect retroactive of the fulfilled condition.
Article 1006. The creditor may, before compliance with the conditions, exercise the actions proceeding for the conservation of their right. The debtor can repeat what in the same time would have paid.
Article 1007. When the conditions are set with the attempt to suspend the effectiveness of the obligation to give, the following rules will be observed, in the event that the thing improves or lose or deteriorate pending condition:
1.
If the thing was lost without fault of the debtor, the obligation will be extinguished;
2.
If the thing was lost because of the debtor, the debtor will be obliged to compensate damages.
It is understood that the thing is lost when it perishes, is out of commerce or disappears in a that its existence is unknown, or cannot be recovered;

3.
When the thing deteriorates through no fault of the debtor, the impairment is the responsibility of the
creditor;
Four.
Deterioration due to the debtor, the creditor may choose between the resolution of the obligation and its fulfillment, with compensation for damages in both cases;
5.
If the thing is improved by its nature, or by time, the improvements yield in favor of the creditor;
6.
If it is improved at the expense of the debtor, he will have no other right than that granted to the debtor.
usufructuary.
Article 1008. When the conditions are intended to resolve the obligation to give, the
Interested parties, once those are fulfilled, they must return what they have received.
In the case of loss, deterioration or improvement of the thing, it will be applied to the one who must make the restitution,
the provisions regarding the debtor contained in the preceding Article.
Regarding the obligations to do and not to do, it will be observed, regarding the effects of the resolution, the provisions of the second paragraph of Article 1005.
Article 1009. The power to resolve obligations is implicit in the reciprocal,
in the event that one of the obligated parties does not comply with what is incumbent upon him.
The injured party may choose between demanding compliance or resolution of the obligation, with the
compensation for damages and payment of interest in both cases. You can also request the resolution,
even after having opted for compliance, when it is impossible.
The court will decree the resolution that is claimed, unless there are justified causes that authorize it.
to set a deadline.
This is understood without prejudice to the rights of third party acquirers, in accordance with Articles
1159, 1160 and 1161, and the provisions contained in the Title of the Public Registry.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**SECTION TWO**
**OF TERM OBLIGATIONS**

Article 1010. The obligations for whose fulfillment a certain day has been designated, only they will be due when the day arrives.
A true day is understood to be the one that necessarily has to come, although when is unknown.
If the uncertainty consists of whether or not the day will arrive, the obligation is conditional, and will be governed
by the rules of the preceding Section.
Article 1011. What has been paid in advance in the term obligations, is not
may repeat.

If the person who paid was unaware, when he did, the existence of the term, he will have the right to claim the
creditor the interests or the fruits that he has received from the thing.
Article 1012. Whenever a term is designated in the obligations, it is presumed established in benefit of creditor and debtor, unless the wording of those or other circumstances
it turns out to have been in favor of one or the other.
Article 1013. In the absence of a stipulated term or resulting from the nature of the business, claim or execute the obligation immediately.
Article 1014. If it has been agreed that the debtor pay when possible, the obligation
It will be payable to the year of the day it was contracted.
Article 1015. The debtor will lose all right to use the term:
1. When, after the obligation is contracted, it becomes insolvent, unless it guarantees the debt;
2. When it does not grant the creditor the guarantees to which it was committed;
3. When, due to its own actions, those guarantees have decreased after they have been established, and
when by fortuitous event they disappear, unless they are immediately replaced by other new and equally safe.
Article 1016. If the term of the obligation is indicated by days, counting from one determined, it will be excluded from the computation, which must begin the following day.
Article 1017. In certain term obligations the rights are transferable, although the term
are so long that the creditor cannot survive the expiration date.

**THIRD SECTION**
**OF ALTERNATIVE OBLIGATIONS**

Article 1018. The alternately obligated to various benefits must fully comply
one of these.
The creditor cannot be compelled to receive part of one and part of the other.
Article 1019. The choice corresponds to the debtor, unless expressly had
granted to the creditor.
The debtor will not have the right to choose the impossible, illegal, or non-existent benefits could be the object of the obligation.
Article 1020. The election will not take effect until it is notified.
Article 1021. The debtor will lose the right of choice when, of the benefits to which alternatively, only one is required.
Article 1022. The creditor shall have the right to compensation for damages when, for fault of the debtor, all the things that were alternatively the object of the
obligation, or compliance with it would have been made impossible.
The compensation will be set based on the value of the last thing that had disappeared, or the service that lately had become impossible.
Article 1023. When the choice has been expressly attributed to the creditor, the obligation
it will cease to be an alternative from the day it was notified to the debtor.
Until then, the debtor's responsibilities will be governed by the following rules:
1. If any of the things has been lost due to a fortuitous event, it will comply by delivering the one that the

The creditor chooses between the rest, or the one that remains, if only one survived;
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2. If the loss of any of the things had occurred due to the fault of the debtor, the creditor may claim any of those that subsist, or the price of those that due to the former missing.
3. If all things have been lost because of the debtor, the creditor's choice will fall about its price.
The same rules will apply to the obligations to do or not to do in the event that some or all benefits are impossible.

**SECTION FOUR**
**OF THE JOINT AND SOLIDARITY OBLIGATIONS**

Article 1024. The concurrence of two or more creditors, or of two or more debtors in a single obligation, does not imply that each of them has the right to request, nor should each of them fully lend the things object of it. There will only be room for this when the obligation it expressly determines it, constituting itself with the character of joint and several.
Article 1025. If the text of the obligations referred to in the preceding Article does not result in another
thing, the credit or debt will be presumed divided into as many equal parts as creditors or there are debtors, claiming credits or debts different from each other.
Article 1026. If the division is impossible, only the right of creditors shall be affected by the collective acts of these, and the debt can only be made effective by proceeding against all debtors. If any of these are insolvent, the others will not be obliged to make up for their lack.
Article 1027. Solidarity may exist, although creditors and debtors are not linked.
in the same way and for the same terms and conditions.
Article 1028. Each one of the joint creditors can do what is useful to the others, but not what is harmful to them.
Actions taken against any of the joint debtors will harm all of them.
Article 1029. The debtor or joint debtors may pay any of the creditors solidarity; but if he has been judicially sued by someone, he must make the payment to him.
Article 1030. The novation, compensation, confusion or remission of the debt, made by any of the joint and several creditors or with any of the debtors of the same class, extinguishes the obligation, without prejudice to the provisions of Article 1033.
The creditor who has executed any of these acts, as well as the one who collects the debt, It will respond to the rest of the part that corresponds to them in the obligation.
Article 1031. The creditor can go against any of the joint debtors, or against all of them simultaneously.
The claims filed against one will not be an obstacle for those that subsequently direct against others, as long as the debt is not fully collected.
Article 1032. The payment made by one of the joint debtors extinguishes the obligation.
The one who made the payment can only claim from his co-debtors the part that corresponds to each one,
with the interest of the advance.
The lack of fulfillment of the obligation for insolvency of the joint debtor will be replaced by their co-debtors, in proportion to the debt of each one.

Article 1033. The removal or remission made by the creditor of the part that affects one of the joint debtors, does not release the latter from his responsibility towards the co-debtors, in the case of
that the debt has been fully paid by any of them.
Article 1034. If the thing had perished, or the provision had become impossible, without fault of joint and several debtors, the obligation will be extinguished.




If there was fault on the part of any of them, all will be responsible, towards the creditor, price and compensation for damages and payment of interest, without prejudice to their action against the guilty or negligent.
Article 1035. The joint debtor may use against the claims of the creditor, all the exceptions derived from the nature of the obligation and those that are personal. Of the that personally correspond to others, can only be served in the part of the debt that they are responsible.

**FIFTH SECTION**
**OF SEVERABLE AND INDIVISIBLE OBLIGATIONS**

Article 1036. The divisibility or indivisibility of the things object of the obligations in which there is a single debtor and a single creditor, it does not alter or modify the precepts of Chapter II of this
Title.
Article 1037. The joint indivisible obligation is resolved to compensate damages and damages since any of the debtors fails to comply. The debtors who
would have been willing to fulfill theirs, they will not contribute to compensation with more amount than the corresponding portion of the price of the thing or of the service in which the obligation.
Article 1038. For the purposes of the preceding Articles, the
Obligations to give certain bodies and all those that are not susceptible of compliance partial.
The obligations to do will be divisible when they are intended to provide a number days of work, the execution of works by metric units or other analogous things that by their nature are susceptible to partial compliance.
In the obligations not to do, the divisibility or indivisibility will be decided by the nature of the provision of each particular case.

**SECTION SIX**
**OF THE OBLIGATIONS WITH CRIMINAL CLAUSE**

Article 1039. In the obligations with a penal clause, there will be room to demand the penalty in all
cases in which it has been stipulated, without the debtor being able to claim that the non-execution of the
The agreement has not caused damage to the creditor or has produced a benefit.
Article 1040. The penalty and compensation for damages may not be requested at the same time, unless
have so expressly stipulated; but it will always be at the discretion of the creditor to request the compensation or penalty.

Article 1041. The judge will equitably modify the penalty when the main obligation had been partially or irregularly fulfilled by the debtor.
Article 1042. The nullity of the penal clause does not carry with it that of the main obligation. The nullity of the main obligation carries with it that of the penal clause.

**CHAPTER IV**
**OF THE EXTINCTION OF OBLIGATIONS**
**SECTION ONE**
**GENERAL LAYOUT**

Article 1043. Obligations are extinguished: by payment or fulfillment; for the loss of due thing; for the cancellation of the debt, for the confusion of the rights of creditors and debtors; for compensation; for the novation.





**SECTION TWO**
**OF PAYMENT**

Article 1044. A debt shall not be understood to have been paid unless it has been completely delivered the thing or made the provision in which the obligation consisted.
Article 1045. Any person can make the payment, whether or not they have an interest in complying with
the obligation, whether it is known and approved, or the debtor already ignores it.
The one who pays on behalf of another may claim from the debtor what he would have paid, unless he had
done against your express will. In this case, you can only repeat from the debtor that in which you
payment would have been useful.
Article 1046. Whoever pays on behalf of the debtor, ignoring him, may not compel the creditor to subrogate their rights.
Article 1047. In the obligations to give, the payment made by whoever does not have the free disposition of the thing due and capacity to alienate it. However, if the payment is consisted of an amount of money or fungible thing, there will be no repetition against the creditor who
would have spent or consumed it in good faith.
Article 1048. In the obligations to do, the creditor may not be compelled to receive the provision or service of a third party, when the quality and circumstances of the person of the debtor
would have been taken into account when establishing the obligation.
Article 1049. Payment must be made to the person in whose favor the
obligation, or another authorized to receive it on your behalf.
Article 1050. The payment made to a person incapable of managing their assets will be valid as soon as it has become its utility.
The payment made to a third party will also be valid, as soon as it has become the utility of the creditor.
Article 1051. Payment made in good faith to the person in possession of the credit, will release the
debtor.

Article 1052. The payment made to the creditor by the debtor after having been judicially ordered the retention of the debt.
Article 1053. The debtor of one thing cannot oblige his creditor to receive a different one, even when it is of equal or greater value than due.
Neither in the obligations to do one act may be substituted for another against the will. creditor.
Article 1054. When the obligation consists of delivering an indeterminate or generic thing, whose quality and circumstances have not been expressed, the creditor may not demand it from the
superior quality, nor will the debtor deliver it of inferior quality.
Article 1055. The extrajudicial expenses caused by the payment will be borne by the debtor. Regarding the judicial, the court will decide, in accordance with the Judicial Code.
Article 1056. Unless the contract expressly authorizes it, it may not be compelled to creditor to partially receive the benefits in which the obligation consists.
However, when the debt has a liquid and an illiquid part, the creditor may demand and make the debtor pay the first without waiting for the second to be settled.




Article 1057. The payment of money debts must be made in the agreed kind, and, not being possible to deliver the species, in the silver or gold currency of legal tender in Panama, having present the respective equivalences.
The delivery of promissory notes to the order, or bills of exchange or other commercial documents, only
will produce the effects of the payment when they have been made, or when the creditor's fault they would have been harmed.
In the meantime, the action derived from the original obligation will be suspended.
Article 1058. The payment must be executed in the place designated by the obligation.
Not having expressed, and trying to deliver a certain thing, payment must be made where it existed at the time the obligation was constituted.
In any other case, the place of payment will be the debtor's domicile.

**THIRD SECTION**
**OF THE IMPUTATION OF PAYMENTS**

Article 1059. Whoever has several debts of the same kind in favor of a single creditor,
You can declare, at the time of making the payment, to which of them it should be applied.
If I accept from the creditor a receipt in which the payment application was made, you will not be able to claim
against it, unless there is a cause that invalidates the contract.
Article 1060. If the debt produces interest, the payment on behalf of the principal while interest is not covered.
Article 1061. When the payment cannot be imputed according to the previous rules, it will be estimated
satisfied the most onerous debt to the debtor among those that are due. If these are the same nature and tax, the payment will be attributed to all pro rata.

**SECTION FOUR**
**PAYMENT FOR ASSIGNMENT OF ASSETS**

Article 1062. The debtor may assign his assets to creditors in payment of his debts. This Assignment, unless otherwise agreed, only releases the former from liability for the liquid amount of
the transferred assets. The agreements that on the effect of the assignment are celebrated between the debtor and
its creditors, will adjust to the provisions of Title XVII of this Book and what is provided in the Judicial Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**FIFTH SECTION**

**OF THE PAYMENT BY CONSIGNMENT**

Article 1063. The debtor will be free of responsibility by means of the consignment of the thing due.
The consignment will produce the same effect when it is made while the creditor is absent or unable to receive payment at the time it is due, or when multiple people
claim to have the right to collect, or when the title of the obligation has been lost or when the creditor is unknown.
The consignment will be ineffective if it does not strictly comply with the provisions that regulate the
payment.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.





Article 1064. The consignment will be made by depositing the things due at the disposal of the judicial authority.
Once the consignment is made, the interested parties must be notified.
Article 1065. The expenses of the consignment, when it is declared appropriate, will be necessarily
creditor account.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1066. Once the consignment is duly made and declared appropriate, the court will order cancel the obligation.
As long as the creditor has not accepted the consignment or the declaration has not fallen that it is well done, the debtor may withdraw the thing or amount consigned, leaving the obligation remains.
Article 1067. If the consignment is made, the creditor authorizes the debtor to withdraw it, he will lose
any preference you have over the thing.
The co-debtors and guarantors will be free.

**SECTION SIX**

**OF THE LOSS OF THE THING DUE**

Article 1068. The obligation that consists in delivering a certain thing shall be extinguished. when it is lost or destroyed without fault of the debtor and before it has been constituted in

Blackberry.
Article 1069. Provided that the thing had been lost in the possession of the debtor, it will be presumed that the
The loss occurred through his fault and not by fortuitous event, unless proven otherwise and without prejudice to the
provided in Article 981.
Article 1070. The debtor will also be released from the obligations to do, when the
provision is illegal or physically impossible, but the debtor must repay whatever
received for fulfilling the obligation.
Article 1071. When the debt of a certain and determined thing comes from a crime or fault, it is not
will exempt the debtor from paying its price, whatever the reason for the loss, to
unless, offered by him the thing to whom he should receive it, he had, without reason, refused to accept it.
Article 1072. Once the obligation for the loss of the thing has expired, they will correspond to the creditor
all actions that the debtor may have against third parties by reason of this.

**SECTION SEVEN**
**DEBT FORGIVENESS**

Article 1073. The cancellation of the debt may be done expressly or tacitly. One and another
They will be subject to the precepts that govern ineffective donations.
The express condonation must, in addition, conform to the forms of the donation.
Article 1074. The delivery of the private document justifying a credit, made
voluntarily by the creditor to the debtor, implies the resignation of the action that the first had against the second.
If to invalidate this resignation it is claimed that it is unofficial, the debtor and his heirs may support it by proving that the delivery of the document was made by virtue of the payment of the debt.





Article 1075. Provided that the private document from which the debt arises is in power
of the debtor, it will be presumed that the creditor voluntarily delivered it, unless it is proven contrary.
Article 1076. The cancellation of the principal debt will extinguish the accessory obligations; but that of these will leave the first subsisting.
Article 1077. The accessory obligation of pledge shall be presumed remitted when the thing pledged, after delivered to the creditor, is in the possession of the debtor.

**SECTION EIGHT**
**OF THE CONFUSION OF RIGHTS**

Article 1078. The obligation shall be extinguished as soon as the parties meet in the same person.
concepts of creditor and debtor.
The case in which this confusion takes place by virtue of inheritance title is excepted, if this would have been accepted for the benefit of inventory.
Article 1079. The confusion that falls on the person of the debtor or the main creditor,
take advantage of guarantors.

The one carried out in any of these does not extinguish the obligation.
Article 1080. Confusion does not extinguish the joint debt except in proportion corresponding to the creditor or debtor in whom the two concepts concur.

**SECTION NINE**
**OF COMPENSATION**

Article 1081. Compensation will take place when two people, by their own right, are reciprocally creditors and debtors of each other.
Article 1082. For compensation to proceed, it is necessary:
1. That each of the obligated parties is principally it, and is at the same time the main creditor of the
other;
2. That both debts consist of an amount of money or, things being fungible due, are of the same species and also of the same quality, if it had been designated;
3. That the two debts are past due;
4. That they are liquid and enforceable;
5. That on none of them there is retention or contention promoted by third parties and timely notified to the debtor.
Article 1083. Notwithstanding the provisions of the preceding Article, the guarantor may oppose the
compensation for what the creditor owes to its principal debtor.
Article 1084. The debtor who has consented to the transfer of rights made by a creditor in favor of a third party, you may not oppose the assignee the compensation that would correspond
against the assignor.
If the creditor made you know the assignment and the debtor did not consent to it, you can oppose the compensation
debts before them, but not those after them.
If the assignment is made without the debtor's knowledge, the debtor may oppose the compensation of the
credits prior to it and subsequent credits until it has had knowledge of the assignment.
Article 1085. Debts payable in different places can be offset by compensation for transport costs or change to the place of payment.





Article 1086. Compensation cannot be opposed to the demand for restitution of a thing of which its owner has been unjustly dispossessed, nor to demand the restitution of a deposit, or of a loan, even when the thing is lost, only the obligation to pay it in money remains.
Nor may compensation be opposed to the claim for compensation for an act of violence or fraud, or the demand for non-seizable food.
Article 1087. If a person has several compensable debts against him, it will be observed in the order of compensation the provisions regarding the allocation of payments.
Article 1088. The effect of the compensation is to extinguish both debt in the amount concurrent, although the creditors and debtors are not aware of it.

**SECTION TENTH**
**OF NOVATION**

Article 1089. The obligations can be modified:
1. By varying its object or its main conditions;
2. Substituting the person of the debtor;
3. Subrogating a third party in the rights of the creditor.
Article 1090. For an obligation to be extinguished by another to replace it, it is necessary that so it is strictly declared or that the old and the new are incompatible at all times.
Article 1091. The novation, which consists in replacing a new debtor instead of the original one, It can be done without the latter's knowledge, but not without the consent of the creditor.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1092. The insolvency of the new debtor who has been accepted by the creditor, does not will revive the action of the latter against the original debtor, unless said insolvency had been previous and public, or known to the debtor when delegating his debt.
Article 1093. When the main obligation is extinguished as a result of the novation, they may only subsist the accessory obligations insofar as they take advantage of third parties who have not provided their
consent.
Article 1094. The novation is void if the original obligation is also null, except that the cause of nullity can only be invoked by the debtor, or that the ratification validates the acts null at source.
Article 1095. The subrogation of a third party in the rights of the creditor cannot be presumed outside of the cases expressly mentioned in this Code. In the others, it will be necessary set it clearly for effect.
Article 1096. It will be presumed that there is subrogation:
1. When a creditor pays another preferred creditor;
2. When a third party, not interested in the obligation, pays with express or tacit approval of the debtor;
3. When the one who has no interest in complying with the obligation pays, except for the effects of confusion as to the portion that corresponds to him.
Article 1097. The debtor may make the subrogation without the consent of the creditor, when to pay the debt has borrowed the money by public deed, stating its
purpose in it, and expressing in the payment letter the origin of the amount paid.




Article 1098. The subrogation transfers to the subrogated the credit with the rights attached to it, and
against the debtor, and against third parties, be they guarantors or holders of the mortgages.
Article 1099. The creditor to whom a partial payment has been made, may exercise his right for the rest in preference to the one who has been subrogated in his place by virtue of the partial payment of the
same credit.

**CHAPTER V**

**OF THE TEST OF OBLIGATIONS**

Article 1100. It falls to prove the obligations or their extinction to the one who alleges them or these.

Covenants by which the burden of proof is reversed or modified are ineffective.
Paragraph. This rule has no effect on rights and obligations contracted in advance of the validity of this Law and that they have previously validity.
The Paragraph was Added by Article 3 of Law No. 18 of July 31, 1992, published in Official Gazette No. 22.094 of August 6, 1992.
Article 1101. The evidence consists of public or private instruments, witnesses, presumptions, party confession, decisional oath, personal inspection of the judge and in the determined by the other codes.
Article 1102. The defective instrument due to incompetence of the official, or due to another lack in
the form will be valid as a private instrument if it is signed by the parties.
Article 1103. There must be written proof to certify contracts and obligations that are worth more than five thousand balboas except in the case of stored documents technologically, in accordance with the law. If there is no proof in writing or proof of documents Technologically stored, according to the law, witness evidence will not be admitted.
This Article was Amended by Article 8 of Law No. 11 of January 22, 1998, published in Official Gazette No. 23,468 of January 27, 1998.
Article 1104. Presumptions are legal or judicial.
Those that the law establishes, exempts those favored by it from all proof, but admits proof otherwise.
Those that the Court deduces must be serious, precise and consistent.

**TITLE II**
**OF THE CONTRACTS**
**CHAPTER I**
**GENERAL DISPOSITION**

Article 1105. Contract or agreement is an act by which one party agrees with another to give, to do or not to do something. Each part can be one or many people.
Article 1106. The contracting parties may establish the agreements, clauses and conditions that have
however convenient, provided they are not contrary to the law, morals or public order.
Article 1107. The validity and fulfillment of contracts cannot be left to one's discretion. of the contracting parties.
Article 1108. Contracts only produce effect between the parties that grant them and their heirs, except for the case in which the rights and obligations arising from the contract are not transferable, or by their nature, or by agreement, or by provision of law.




If the contract contains any stipulation in favor of a third party, the latter may demand its compliance, provided that they have made their acceptance known to the obligor before it has been
that revoked.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1109. Contracts are perfected by mere consent, and since then oblige, not only compliance with what is expressly agreed, but also all

consequences that, according to their nature, are in accordance with good faith, use and the law.
The acts and contracts listed in Article 1113 are excepted, which are not perfected
as long as they are not in writing, with a complete specification of the conditions of the act or contract and precise determination of the thing that is the subject of it.
Article 1110. No one can contract on behalf of another without being authorized by him or without
have your legal representation by law.
The contract entered into on behalf of another by whom does not have their authorization or legal representation
will be void, unless ratified by the person in whose name it is granted before being revoked by the other contracting party.
Article 1111. No oath will be admitted in contracts. If it is done, it will be taken for granted.

**CHAPTER II**

**OF THE ESSENTIAL REQUIREMENTS FOR THE VALIDITY OF CONTRACTS**

Article 1112. There is no contract except when the following requirements are met:
1. Consent of the contracting parties;
2. Certain object that is the subject of the contract;
3. Cause of the obligation that is established.

**SECTION ONE**

**OF CONSENT**

Article 1113. Consent is manifested by the contest of the offer and acceptance.
on the thing and the cause that must constitute the contract.
The acceptance made by letter does not oblige the one who made the offer until after he arrived at his
knowledge. The contract, in such a case, is presumed to be entered into at the place where the offer was made.
Article 1114. They cannot give consent:
1. Non-emancipated minors;
2. The crazy or insane and the deaf and mute who cannot write.
Article 1115. The incapacity declared by the previous Article is subject to modifications
that the law determines, and is understood without prejudice to the special disabilities that the same
establishes.
Article 1116. The consent given by mistake, violence, intimidation or fraud will be null.
Article 1117. For the error to invalidate the consent, it must fall on the substance of
the thing that is the object of the contract, or on those conditions of the same that
mainly they would have given reason to celebrate it.
The error on the person will only invalidate the contract when the consideration to him has been the
main cause of it.
The simple error of account will only lead to its correction.
Article 1118. There is violence when force is used to extract consent
Irresistible.

There is intimidation when one of the contractors is inspired by a rational and well-founded fear of
suffer imminent and serious harm to your person or property, or to the person or property of your spouse,
descendants or ascendants.
To qualify bullying, the age, sex, and condition of the person must be taken into account.
The fear of displeasing those to whom submission and respect are owed will not nullify the contract.
Article 1119. Violence or intimidation will nullify the obligation, even if it has been used for a third party that is not involved in the contract.
Article 1120. There is fraud when, with insidious words or machinations on the part of one of the contracting parties, the other is induced to enter into a contract that, without them, he would not have made.
Article 1121. For fraud to produce the nullity of contracts, it must be serious and there must be no
been used by the two contracting parties.
Incidental fraud only obliges the person who employed it to compensate for damages.

**SECTION TWO**

**THE OBJECT OF THE CONTRACTS**

Article 1122. All things that are not outside the trade of
men, even future ones.
Regarding the future inheritance, it will not be possible, however, to enter into other contracts than those whose
The object is to practice among the living the division of a wealth in accordance with Article 912.
All services that are not contrary to the laws or
to good manners.
Article 1123. Impossible things or services may not be the object of a contract.
Article 1124. The object of every contract must be a specific thing in terms of its kind.
The indeterminacy in the amount will not be an obstacle to the existence of the contract, provided that
It is possible to determine it without the need for a new agreement between the contracting parties.

**THIRD SECTION**

**OF THE CAUSE OF THE CONTRACTS**

Article 1125. In onerous contracts it is understood by cause, for each contracting party, the provision or promise of a thing or service by the other party; in remuneration, service or benefit that is remunerated, and in those of pure charity, the mere liberality of the benefactor.
Article 1126. Contracts without cause or with illicit cause, do not produce any effect. It is illegal causes when it opposes the laws or morals.
Article 1127. The expression of a false cause in the contracts will give rise to nullity, if it is not proved that they were founded on another true and lawful one.
Article 1128. Although the cause is not stated in the contract, it is presumed that it exists and that it is lawful.
as long as the debtor does not prove otherwise.

**CHAPTER III**

**ON THE EFFECTIVENESS OF THE CONTRACTS**

Article 1129. Contracts will be binding as long as the conditions are met.
essential for its validity.

Article 1130. If the law requires the granting of a public deed or other special form for
enforce the obligations of a contract, the contracting parties may be compelled





reciprocally to fill out those formalities as soon as the consent or
the consignment in writing, as the case may be, and other requirements necessary for its validity.
But for the contract to have legal existence, it is necessary that the consent is evidenced by
written in the cases in which the contract is one of those listed in the following Article.

Article 1131. The following must be recorded by public instrument:

1. The acts and contracts that have as their object the creation, transmission, modification, or
extinction of real rights over real estate. The sale of pending or future fruits of
a property may be recorded in a private document;
2. The leases of real estate for six or more years, provided that they must harm
To thirds;
3. Marriage agreements, provided that an attempt is made to enforce them against third parties
people;
4. The transfer, repudiation and waiver of hereditary rights or those of the company
conjugal;
5. The power to contract marriage, the general for lawsuits and the special ones that must
appear in court, except as provided by the Judicial Code; the power to manage assets and
any other that has as its object an act drafted or that must be drafted in a public deed or
has to harm a third party;
6. The transfer of shares or rights from an act recorded in a public deed.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER IV**

**OF THE INTERPRETATION OF CONTRACTS**

Article 1132. If the terms of a contract are clear and leave no doubt about the intention of the
contracting parties, the literal meaning of its clauses will be applied.
If the words seem contrary to the evident intention of the contracting parties, this will prevail
about those.

Article 1133. In order to judge the intention of the contracting parties, the
acts of these, contemporary and subsequent to the contract.

Article 1134. Whatever the generality of the terms of a contract, they should not
understand different things and different cases from those on which the
interested parties propose to hire.

Article 1135. If any clause of the contracts admits different meanings, it must be understood
in the most suitable for it to produce effect.

Article 1136. The clauses of the contracts must be interpreted one by the other,
attributing to the doubtful the meaning that results from the set of all.

Article 1137. The words that may have different meanings will be understood in that
that is more in accordance with the nature and object of the contract.

Article 1138. The use or custom of the country will be taken into account when interpreting the ambiguities of the contracts, supplying in them the omission of clauses that ordinarily usually settle down.
Article 1139. The interpretation of the obscure clauses of a contract should not favor the part that would have caused the darkness.
Article 1140. When it is absolutely impossible to resolve doubts by the rules established in the previous Articles, if they fall on accidental circumstances of the




contract, and it is free, will be resolved in favor of the least transmission of rights and interests.
If the contract is onerous, the doubt will be resolved in favor of the greater reciprocity of interests.
If the doubts whose resolution is dealt with in this Article fall on the main object of the contract, so that it is not possible to come to know what was the intention or will of the contracting parties, the contract will be void.

**CHAPTER V**
**OF THE NULLITY AND TERMINATION OF CONTRACTS**

Article 1141. There is absolute nullity in acts or contracts:
1. When any of the essential conditions for their formation or for their existence are lacking;
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 the quality or status of the person who intervenes in them;
3. When they are executed or celebrated by absolutely incapable people, understanding only by such, the insane, the deaf-mute who cannot be understood in writing and prepubertal minors.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1142. There is relative nullity and action to rescind the acts or contracts:
1. When any of the essential conditions for its formation or for its existence is imperfect or irregular,
2. When any of the requirements or formalities that the law requires taking into account the exclusive and particular interest of the parties;
3. When they are executed or celebrated by relatively incapable people.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1143. Absolute nullity can and must be declared by the judge, even without a request for part, when it appears manifest in the act or contract; can be claimed by anyone who has interest in it; Your statement may also be requested by the Public Ministry in the interest of morality or law. When it is not generated by an illegal object or cause, it can be cleaned up by ratification by the parties and in any case by extraordinary prescription.
This Article was Amended by Article 2 of Law No. 44 of November 20, 1958, published in Official Gazette No. 13,701 of December 1, 1958.
Article 1144. Relative nullity cannot be declared ex officio or alleged other than by the person or persons in whose favor it has been established by law or by their heirs, assignees or

representatives; and can be corrected by the confirmation or ratification of the interested party or interested, and for a period of four years.
Article 1145. The termination action is extinguished from the moment the contract has been validly confirmed.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1146. Confirmation can be made expressly or tacitly. It will be understood that there is tacit confirmation when, with knowledge of the cause of nullity and having ceased, the that he had the right to invoke it and execute an act that necessarily implies the will of give it up.




Article 1147. Confirmation does not require the assistance of one of the contracting parties to whom
it corresponds to exercise the rescission action.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1148. Confirmation purifies the contract of the vices that it suffered from the moment of its celebration.
Article 1149. The action for nullity or termination of contracts will also be extinguished when the
The object of these has been lost through fraud or fault of the person who may exercise it.
If the cause of the action were the incapacity of any of the contracting parties, the loss of the thing
It will not be an obstacle for the action to prevail, unless it had occurred due to fraud or fault of the claimant after having acquired the capacity.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1150. For express or tacit confirmation to be effective, it must be done by who has the right to request termination and that the act of confirmation is exempt from all vice of nullity.
Article 1151. Absolute nullity may not be requested or declared after fifteen years of executed the act or concluded the null contract.
The termination action will only last four years. This time will start to run:
In cases of intimidation or violence, from the day they ceased.
In those of error or fraud or falsehood of the cause, from the consummation of the contract.
And when it refers to contracts concluded by minors, adults and other people relatively incapable, since they left the guardianship or conservatorship.
This Article was Amended by Article 1 of Law No. 44 of November 20, 1958, published in Official Gazette No. 13,701 of December 1, 1958.
Article 1152. The prescription mentioned in the previous Article refers only to the actions related to the patrimony and can only be opposed between the parties that have intervened in the
act or contract and those that have their right.
Article 1153. Nullity, whether absolute or relative, can always be opposed as an exception.

Article 1154. Once the nullity of an obligation has been declared, the contracting parties must be restored
reciprocally the things that would have been the subject of the contract, with their fruits and the price with
interests, except as provided in the following Articles.
Article 1155. When the nullity comes from the incapacity of one of the contracting parties, there is no
The person incapable of restitution is obliged except as soon as he enriched himself with the thing or price he received.
Article 1156. When the nullity comes from being illegal the cause or object of the contract, if the fact constitutes a crime or fault common to both contracting parties, they will lack any action between them,
and will proceed against them, giving in addition, to the things or price that would have been the subject of the
contract, the application prevented in the Penal Code regarding the effects or instruments of the crime or misdemeanor.
This provision is applicable to the case in which there is only a crime or lack of part of one of the contracting parties; but the non-guilty may claim what he had given, and will not be obliged to fulfill what you have promised.
Article 1157. If the fact in which the clumsy cause consists does not constitute a crime or a fault, they will observe the following rules:




1. When the fault is on the part of both contracting parties, neither of them may repeat what would have given by virtue of the contract, or claim the fulfillment of what the other had offered;
2. When he is on the part of a single contractor, he may not repeat what he had given in under the contract, nor request the fulfillment of what had been offered.
The other, who was a stranger to the clumsy cause, may claim what he had given without obligation to
fulfill what I would have offered.
Article 1158. Without prior delivery or consignment of what must be returned on the occasion of the
nullity, a party cannot demand that the other party be compelled to return what is corresponds.
Article 1159. The effects of nullity also include third party holders of the thing, except as provided in the Titles dealing with Prescription and the Public Registry.
Article 1160. When two or more people have contracted with a third party, the nullity declared to favoring one of them will not benefit the others.
Article 1161. Rescission actions may not be made effective against third party holders of good faith but in the cases expressly indicated by law.

**CHAPTER VI**

**OF THE TERMINATION OF THE CONTRACT FOR EXCESSIVE ONEROSITY**

This Chapter was Added to Title II of Book IV by Article 5 of Law N ° 18 of 31 of July 1992, published in Official Gazette No. 22,094 of August 6, 1992.

Article 1161-A. In bilateral contracts of continuous or periodic execution or of execution deferred, if the provision of one of the parties becomes excessively onerous due to extraordinary and unforeseeable events, the party that owes such benefit may request the termination of the contract.
Termination may not be requested, if the supervening onerosity enters the normal area of the contract.
The party against whom the termination has been sued may avoid it by offering to modify equitably the conditions of the contract.
Article 1161-B. If in unilateral acts the benefit becomes excessively onerous due to extraordinary and unforeseeable events, the obligor may request a reduction of his provision or a modification in the terms that regulate its compliance, sufficient to reduce it to equity.
Article 1161-C. The provisions of the two preceding Articles do not apply to contracts Random by their nature or by the will of the parties.

**TITLE III**

**OF THE CONTRACT ON PROPERTY OCCASION OF MARRIAGE**

This Title was Repealed by Article 838 in relation to Chapter V, Title I of the Book First of Law No. 3 of May 17, 1994, published in Official Gazette No. 22,591 of May 1, August 1994.

**CHAPTER I**

**GENERAL DISPOSITION**

This Chapter was Repealed by Article 838 in relation to Section I and II, of Chapter V of the Title I of the First Book of Law 3 of May 17, 1994, published in the Official Gazette No. 22,591 of August 1, 1994.





Article 1162. The spouses can, before celebrating their marriage, arrange everything that is refers to your assets.
The marriage agreements can be altered after the marriage is celebrated; but change will not harm third parties after verification but after the new deed is registered in the Public Registry and that it has been announced in the Official Gazette that the spouses have altered their capitulations.
The minor able to marry can celebrate the capitulations prior to marriage; but shall be assisted by the person whose consent you need to contract it.
Article 1163. If there are no marriage agreements, each spouse remains the owner and has freely of the goods he had at the time of marriage, of those that he acquired during any title and the fruits of one and the other.
Article 1164. The following assets belong to each spouse, upon dissolution of the marriage:
1. Those who have introduced the marriage;
2. Those that were bought with own values of one of the spouses, destined to it in the marriage capitulations;
3. When there are no marriage agreements, those acquired during the marriage to onerous title, presuming that it does so with its own funds;
4. Those obtained for profit or inheritance;
5. Those whose cause or title of acquisition preceded the marriage; and,

6. The properties that have been duly subrogated to other properties belonging to one of the spouses, according to the marriage agreement.

Article 1165. The goods that are not found in any of the cases determined in Article above and that it is not verified who they belong to, they will be considered common and will be distributed equally between both spouses, upon dissolution of the marriage.

Article 1165-A. The provisions of Articles 1163, 1164 and 1165 shall apply in the cases of de facto union between persons legally qualified to marry during five (5) consecutive years in conditions of uniqueness and stability. In case of dissolving The union, even if it has not been legally recognized as a marriage, will correspond to each one of the members of said union half of the goods and fruits of these acquired by title onerous for any of them within the term of the union and that they are not in any of the cases determined in Article 1164.

Article 1166. It is permissible to renounce in marriage agreements the advantages of the final distribution.

Article 1167. Contracting between the spouses is allowed.

The woman does not need authorization from the husband or the court to appear in court.

The provision contained in the first paragraph of this Article does not extend to marriages. contracted under the previous legislation, but in the event that the spouses are separated from property.

Article 1168. The conjugal society of the marriages celebrated under the previous legislation will be governed by it; but spouses can alter or terminate that partnership through marriage contract.

If the spouses cannot agree on the conclusion of the capitulations matrimonial property, any of them can request the separation of property.

Article 1169. Not one of the spouses alone, without the consent of the other, may have assets that belonged to the conjugal partnership constituted under the previous legislation, if they have not been adjudicated in divorce or separation of property proceedings or correspond to it by virtue of marriage agreements entered into in accordance with the previous Article or with the legislation in force at the time of the marriage.





Any sale, donation, exchange, mortgage, and any other encumbrance that is made or constituted In contravention of the provisions of this Article, it will be absolutely null, and whoever If you have an interest in it, you may request a declaration of nullity.

Article 1170. Provided that the assets contributed by the spouses are not real estate, and amount to a total, those of husband and wife, not exceeding five hundred balboas, the Marriage agreements may be granted before the Secretary of the Council Municipal and two witnesses in places where there are no Notaries, with the declaration under their responsibility, to certify the delivery or contribution of the said goods.

Article 1171. Everything that is stipulated in the capitulations or contracts to which the Previous articles under the assumption of future marriage, will be null and void in the case of not contracting.

**CHAPTER II**
**OF THE DONATIONS BY REASON OF MARRIAGE**
This Chapter was Repealed by Article 838 in relation to Tacitly Repealed by Art.
838 in relation to Section III of Chapter V of Title I, of the First Book of Law No. 3 of
May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
Article 1172. Donations by reason of marriage are those that are made before the celebration, in consideration to the same and in favor of one or both spouses
Article 1173. These donations are governed by the rules established in Title VI of Book III, in
as long as they are not modified by the following Articles.
Article 1174. Minors can make and receive donations in their contract
antenuptial, provided that they are authorized by the people who have to give their consent to To get married.
Article 1175. Acceptance is not necessary for the validity of these donations.
Article 1176. The donor by reason of marriage must release the donated goods from the mortgages and any other encumbrances that weigh on them, with the exception of the easements, unless the marriage contracts or contracts had
stated otherwise.
Article 1177. The donation made by reason of marriage is not revocable, except in the cases following:
1. If it is conditional and the condition is not met;
2. If the marriage does not take place;
3. If they marry without having obtained the consent of their relatives if necessary or if they cancels or dissolves the marriage and there is bad faith or fault on the part of either spouse.
**CHAPTER III**
**OF THE SOCIEDAD DE GANANCIALES**
This Chapter was Repealed by Article 838 in relation to Tacitly Repealed by Art.
838 in relation to Section VI. of Chapter V of Title I of Book One of Law N ° 3 of
May 17, 1994, published in Official Gazette No. 22,591 of August 1, 1994.
**SECTION ONE**
**GENERAL DISPOSITION**




Article 1178. Through the joint venture, the husband and wife will make their own in half, upon dissolution of the marriage, the gains or benefits obtained indiscriminately by any of the spouses during the same marriage.
Article 1179. The joint venture will begin precisely on the day of the celebration of the marriage. Any stipulation to the contrary will be deemed void.
The community of property will be governed by the provisions of the marriage agreement.
**SECTION TWO**
**OF THE PROPERTY OF EACH OF THE SPOUSES**
Article 1180. The following are property of each of the spouses:
1. Those who contribute to the marriage as belonging to them;
2. Those who acquire, during it, for profit;
3. Those acquired by exchange with other assets, belonging to only one of the spouses;

4. Those bought with exclusive money from the wife or husband.
Article 1181. Assets donated or left in a will to the spouses, jointly and with designation of certain parts, will belong to the wife and the husband in the proportion determined by the donor or testator; and in the absence of designation, in half, except as provided in
Article 957.
Article 1182. If the donations are onerous, it will be deducted from the capital of the spouses. donee the amount of the charges, provided they have been borne by the society of gains.
Article 1183. In the case of belonging to one of the spouses some credit payable in a certain number of years, or a lifetime pension, the provisions of Articles 1185 and 1186 will be observed.

**THIRD SECTION**
**OF PROFIT ASSETS**

Article 1184. The following are community assets:
1. Those acquired by onerous title during the marriage at the expense of the common wealth, either
make the acquisition for the community, well for only one of the spouses;
2. Those obtained by the industry, salary or work of the spouses, or any of them;
3. The fruits, income or interest received or accrued during the marriage, from of the common goods.
Article 1185. Provided that a payable amount or credit belongs to one of the spouses.
In a certain number of years, the sums that are collected in the expired terms will not be shared during the marriage, but the loan owner's capital will be estimated.
Article 1186. The right of usufruct or pension, belonging to one of the spouses perpetually or for life, it will be part of their own assets; but the fruits, pensions and Interest accrued during the marriage will be community.
So will the buildings built with common property during the marriage on land. owned by one of the spouses, paying the value of the land to the spouse to whom it belongs.
Article 1187. When the capital of one of the spouses is constituted in whole or in part by cattle that exist when the company is dissolved, the heads of cattle that exceed those that were contributed to the marriage.
Article 1188. All the property of the marriage is considered community property, while it is not proven
that belong exclusively to the husband or wife.

**SECTION FOUR**





**OF THE CHARGES AND OBLIGATIONS OF THE GANANTIAL SOCIETY**

Article 1189. They will be in charge of the community of property:
1. All debts and obligations contracted during the marriage by the husband or wife;
2. The arrears or income accrued during the marriage, of the obligations to which the property of the spouses as well as the joint property were affected;
3. Minor repairs or mere conservation made during the marriage in the peculiar property of the husband or wife. Major repairs will not be the responsibility of the

society;
4. Major or minor repairs of community property;
5. The support of the family and the education of the common children, and of the legitimate only one of the spouses.
Article 1190. The amount donated or donated will also be borne by the community of property promised to the common children by the husband solely for his placement or career, or for both spouses by common agreement, when they have not agreed that it has to be satisfied with the
assets owned by one of them, in whole or in part.
Article 1191. The payment of debts contracted by the husband or wife before the marriage, It will not be in charge of the community of property.
Neither will that of the fines and pecuniary sentences imposed on them.
However, the payment of debts contracted by the husband and wife prior to the marriage, and that of fines or sentences imposed on them, may be repeated against after having covered the care listed in Article 1189, if the spouse
debtor does not have its own capital or is insufficient; but at the time of liquidating the company, will charge you what is satisfied by the concepts expressed.

**FIFTH SECTION**
**OF THE ADMINISTRATION OF THE SOCIEDAD DE GANANCIALES**

Article 1192. The husband is the administrator of the community property, unless stipulated in contrary made in marriage agreements
By means of the Judgment of October 27, 1994, the Plenary of the Supreme Court of Justice declares
that this Article is Unconstitutional.
Article 1193. In addition to the powers the husband has as administrator, he may alienate and oblige, for consideration, the goods
of the community property without the consent of the woman.
However, any transfer or agreement that the husband makes on said assets, in Contravention of this Code, or fraud by the woman, will not harm the woman or the heirs.
By means of the Judgment of October 27, 1994, the Plenary of the Supreme Court of Justice declared
that this Article is Unconstitutional.
Article 1194. The husband may not dispose by will but of his half of the property.
Article 1195. The husband may dispose of the assets of the community of community for the purposes expressed in Article 1190.
You can also make moderate donations for objects of piety or charity, but without reserve the usufruct.

**SECTION SIX**
**OF THE DISSOLUTION OF THE GANANCIALES COMPANY**

Article 1196. The community of community ends when the marriage is dissolved or when the declared null.




The spouse who due to his bad faith has been the cause of the nullity, will not have part in the assets

gains.
The company will also conclude in the cases listed in Article 1206 and by agreement special of the spouses celebrated in marriage agreements.

**SECTION SEVEN**

**OF THE LIQUIDATION OF THE SOCIETY OF PROFITS**

Article 1197. Once the company has been dissolved, the inventory will of course proceed, but will not have this place for settlement:

1. When the dissolution of the company has preceded the separation of assets;
2. In the case referred to in the second paragraph of the previous Article.

Article 1198. The inventory will include numerically to collate them, the quantities that, having been paid by the community of property, they must be lowered from one's own capital of the spouses pursuant to Article 1201.

The amount of donations and disposals owed by the company will also be brought up. considered illegal or fraudulent, subject to Article 1193.

Article 1199. The effects that constitute the bed they used will not be included in the inventory. spouses ordinarily. These effects, like the clothes and clothes of ordinary use, are they will hand over whoever survives.

Article 1200. Once the inventory is finished and the social debts paid, they will be delivered to the husband and the woman or her heirs the property of each spouse. The liquid remainder of goods property will be divided in half between said spouses or their heirs, unless stipulated in contrary.

Article 1201. The widow's mourning dress will be paid for from the wealth of the husband's inheritance.

The heirs of the former shall pay it according to their class and fortune.

Article 1202. Regarding the formation of the inventory, rules on appraisal and sale of property of the community of property and the rest that is not expressly determined by the present Chapter the provisions of Chapter II, Title IV of Book Three shall be observed.

Article 1203. When the community of community is dissolved by annulment of the marriage, you will observe the provisions of this Section; and dissolves due to the separation of assets from the spouses, the provisions of Chapter IV of this Title shall be complied with.

Article 1204. From the common mass of property, maintenance will be given to the surviving spouse and his children, while the liquidation of the inventoried flow is made and until their to have; but they will be deducted from this, in the part that exceeds what would have corresponded to them by reason of fruits or income.

Article 1205. Provided that the liquidation of the goods must be executed simultaneously of two or more marriages contracted by the same person, to determine the Capital of each company will be admitted all kinds of tests in the absence of inventories; and, in case of Undoubtedly, the gains will be divided between the different societies, proportionally to the time of its duration and the property of the respective spouses.

**CHAPTER IV**

**OF THE SEPARATION OF THE PROPERTY OF THE SPOUSES AND THEIR ADMINISTRATION**

This Chapter was Repealed by Article 838 in relation to Section V of Chapter V of the Title I of Book One of Law No. 3 of May 17, 1994, published in the Official Gazette N ° 22,591 of August 1, 1994.

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Article 1206. The separation of property between the spouses can be done in the capitulations marriage, from or until a certain day, by agreement made in the alteration to said capitulations, or by judicial resolution.

Article 1207. If one of the spouses seeks separation and the other refuses to do so, he will have the first right to request it judicially, and the respective court will so agree upon audience of the second.

Article 1208. Once the separation of assets has been agreed or decreed, the company of Community property, and its liquidation will be made in accordance with the provisions of this Code.

However, the husband and wife must reciprocally attend to their support during the separation, and the support of children, as well as their education; everything in proportion of their respective assets.

Article 1209. The demand for separation and the final judgment in which it is declared must be Note and register in the Public Registry, if it falls on real estate.

Article 1210. The separation of assets will not prejudice the rights acquired previously. by creditors.

Article 1211. When the separation ceases, the property of the marriage shall be governed by the The same rules as before the separation, without prejudice to what was carried out during the separation.

legally.

At the time of meeting, the spouses shall record, by public deed, the assets that again contribute, and these will be those that constitute, respectively, the capital of each one.

In the case of this Article, it will always be considered a new contribution that of all the goods that in

part or all of them are the same existing before the liquidation.

Article 1212. The separation will not authorize the spouses to exercise the stipulated rights. in the event of the death of one of them.

Article 1213. The administration of the property of the marriage will be transferred to the woman:

1. As long as she is her husband's curator;
2. When requesting the declaration of absence of the same husband.

The courts will also confer administration on women, with the limitations they deem convenient, if the husband is a fugitive or declared a rebel in a criminal case, or if, being impeded for the administration, he would not have provided about it.

Article 1214. The woman in whom the administration of all the property of the marriage falls will have, with respect to them, identical powers and responsibility as the husband when the exercises, but always subject to the provisions of the last paragraph of the previous Article.

**TITLE IV**
**OF THE PURCHASE AND SALE CONTRACT**
**CHAPTER I**
**OF THE NATURE AND FORM OF THIS CONTRACT**

Article 1215. By the purchase and sale contract, one of the contracting parties undertakes to deliver a
determined thing and the other to pay a certain price for it, in money or a sign that represents it.

Article 1216. If the sale price consisted, part in money and part in something else,
will qualify the contract by the manifest intention of the contracting parties. Not including this, it will be
by exchange if the value of the thing given in part of the price exceeds that of money or its equivalent; and
per sale in the opposite case.





Article 1217. For the price to be taken as true, it will suffice that it be true with reference to something else.
certain, or that its signaling is left to the discretion of a specific person.
If it is unable or unwilling to point it out, the contract will be rendered ineffective.

Article 1218. The price in the sale of securities, grains, liquids and
Other fungible things, when it is indicated that the thing sold has on a certain day, bag
or market, or is set somewhat higher or lower than the price of the day, bag or market, provided that
be true.

Article 1219. The setting of the price may never be left to the discretion of one of the contracting parties.

Article 1220. The sale will be perfected between buyer and seller, and will be mandatory for both, if they had agreed on the object of the contract, and on the price, although neither one nor the
another have been delivered; but if the contract refers to real estate or rights
hereditary, it will not be perfected until it is recorded in writing with the formalities that this Code sets.

Article 1220-A. In the sale of pending or future fruits and in the sale of movable things that may described differently the tradition of the domain will be carried out according to the general rules,
Unless the contract specifies the time when it must be carried out. In the latter case no
will harm a third party unless the contract is noted in the designated public office
administrative laws or regulations. But in no way will it harm a third party that
has acquired its rights in accordance with the provisions that regulate the Registry of the
Ownership or when such rights have an origin prior to the date of the annotation of the
contract in the manner established in this Article.

This Article was Added by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

Article 1221. The promise to sell or buy, having conformity in the thing, in the price and

within the term or condition set by the time in which the contract is to be concluded, it will entitle the
person to whom the promise has been made, to demand from the promisor the fulfillment of the promise, which must be in writing in the case of real estate or rights
hereditary.
Whenever the promise of purchase and sale cannot be fulfilled, it will govern for seller and buyer, as the case may be, the provisions regarding the obligations and contracts in this Book.
The promise to sell a property, made by public deed and registered in the Registry of the Property, constitutes a limitation of the domain by virtue of which the promisor may not dispose of the property while the inscription of the promise is not canceled, nor encumber it without the
consent of the alleged buyer.
The promise of sale may not be stipulated for a period greater than four years.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
By means of the Judgment of July 3, 1953, the Plenary of the Supreme Court of Justice declares that the
fourth paragraph is Unconstitutional.
Article 1222. The damage or benefit of the thing sold, after the contract is perfected, is
It shall be regulated by the provisions of Articles 981 and 1068.
This rule will apply to the sale of consumables, made separately and for a single price, or regardless of their weight, number or measure.
If the consumables are sold for a fixed price in relation to weight, number or measure,
Risk is not charged to the buyer until they have been weighed, counted or measured, unless it has become delinquent.




Article 1223. The sale made at trial or proof quality of the thing sold, and the sale of the things that it is customary to like or try before receiving them, they will always be presumed made under
suspensive condition.
Article 1224. If they have mediated a deposit or signal in the purchase and sale contract, they may
The contract be terminated, the buyer agreeing to lose them or the seller to return them duplicates.
Article 1225. The expenses of granting the deed, registration and others subsequent to the sale will be the account of the seller and buyer, in equal parts, unless otherwise agreed.
Article 1226. The forced alienation for reasons of public utility will be required for the reasons established by the Judicial Code and the special laws issued on that matter.
Article 1227. The sale of someone else's property is valid, without prejudice to the rights of the owner of the property.
sold, as long as they are not extinguished by the lapse of time.
In the case of real estate, the sale of someone else's property is null.

**CHAPTER II**
**ABILITY TO BUY OR SELL**

Article 1228. All persons to whom this contract may be entered into.
Code authorizes to be bound, except for the modifications contained in the following Article.
Article 1229. They may not acquire by purchase, even in public or judicial auction, by themselves or
per intermediary person:
1. the guardian or curator, the assets of the person or persons who are under their guardianship or who
administer, as appropriate;
2. the executors, the goods entrusted to their charge;
3. the agents, the goods whose administration or disposal they were in charge;
4. public employees, property of the State, municipalities, and establishments
also public, whose administration they were in charge of.
This provision will govern for the judges and experts who in any way intervene in the sale;
5. The magistrates, judges, individuals from the Public Ministry and court employees, the assets and rights that were in dispute before the court in whose jurisdiction or territory exercise their respective functions, extending this prohibition to the act of acquiring by assignment.
This rule will be exempted in the case of hereditary actions between joint heirs, or of assignment in payment of credits, or of guarantee of the goods that they possess.
The prohibition contained in number 5 will include lawyers with respect to property and rights that were the subject of a litigation in which they intervene due to their profession and trade.

**CHAPTER III**
**OF THE EFFECTS OF THE PURCHASE AND SALE CONTRACT WHEN IT HAS BEEN**
**LOST THING SOLD**

Article 1230. If at the time of the sale the thing had been lost in its entirety
object of the same, the contract will be without effect.
But if it had been lost only in part, the buyer may choose to withdraw from the contract or claim the existing part, paying its price in proportion to the agreed total.

**CHAPTER IV**
**OF THE SELLER'S OBLIGATIONS**
**SECTION ONE**
**GENERAL LAYOUT**





Article 1231. The seller is obliged to deliver and clean up the object of the
sale.

**SECTION TWO**
**DELIVERY OF THE THING SOLD**

Article 1232. The thing sold shall be understood to have been delivered when it is placed in the power and possession of the
buyer.
When the sale is made by public deed, its registration will be equivalent to the delivery of the object of the contract, provided it is real estate, and the granting when

refers to movable property, if the same deed does not result or clearly deduce what contrary.
Article 1233. Outside of the cases expressed in the preceding Article, the delivery of goods furniture will be made: by the delivery of the keys of the place or site where they are stored or saved; and by the sole agreement or agreement of the contracting parties, if the thing sold cannot be transferred to the buyer at the time of sale, or if he already had it in his possession for some other reason.
Article 1234. Regarding intangible assets, the provisions of the second paragraph of the Article 1232. In any other case in which this does not apply, delivery shall be understood as the the fact of putting in the possession of the buyer the title deeds, or the use made of their right the buyer himself, consenting the seller.
Article 1235. The expenses for the delivery of the thing sold will be paid by the seller, and the of its transport or transfer of the buyer's charge, except in the case of special stipulation.
Article 1236. The seller is not obliged to deliver the thing sold if the buyer has not paid the price or a term for payment has not been indicated in the contract.
Article 1237. Nor will the seller have an obligation to deliver the thing sold when it is has agreed on a postponement or term for payment, if after the sale it is discovered that the buyer is insolvent, so that the seller is at imminent risk of losing the price.
The case in which the buyer agrees to pay within the agreed term is excepted from this rule.
Article 1238. The seller must deliver the thing sold in the state in which it was at the the contract be perfected.
All fruits will belong to the buyer from the day the contract was concluded.
Article 1239. The obligation to deliver the thing sold includes the obligation to put in the power of the
buyer everything that the contract expresses, through the following rules:
If the sale of real estate had been made at the rate of a price per unit of measure or number, the seller will be obliged to deliver to the buyer, if he requires it, everything has expressed in the contract; but, if this is not possible, the buyer may choose between a proportional reduction of the price or the termination of the contract, provided that in the latter case it does not decrease
of the tenth part of the room the decrease of that attributed to the property.
The same will be done even if it is the same space, if any part of it is not of the quality expressed in the contract.
Termination, in this case, will only take place at the buyer's will when the lower value of the thing sold exceeds one tenth of the agreed price.
Article 1240. If in the case of the preceding Article, there is a greater capacity or number in the property than those expressed in the contract, the buyer will have the obligation to pay the excess price if the largest capacity or number does not exceed the twentieth part of what is indicated in the same
contract; but, if they exceed said twentieth part, the buyer may choose between satisfying the higher value of the property or withdraw from the contract.

Article 1241. In the sale of a property, made for a lump sum and not at the rate of a certain amount
unit of measure or number, it will not increase or decrease, although
greater or lesser capacity or number of those expressed in the contract result.
Article 1242. The actions that arise from the three previous Articles, will prescribe after a year from the day of delivery.
Article 1243. If the same movable thing had been sold to different buyers, the
Property will be transferred to the person who first took possession of it in good faith.
But in the case of fruits of a property already acquired by virtue of a contract that appears in the established in Article 1220-A., the property will be transferred to the first
acquired the domain in the terms of that Article.
If it is real estate, the property will belong to the acquirer in good faith, who has previously registered it
in the Registry.
When there is no registration, the property will belong to whoever in good faith is first in the possession; and lacking this, to whom presents a title of older date, provided there is good faith.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**THIRD SECTION**
**OF SANITATION**

Article 1244. By virtue of the sanitation referred to in Article 1231, the seller
will respond to the buyer:
1. Of the legal and peaceful possession of the thing sold;
2. Of the hidden vices or defects that it may have.

**PARAGRAPH ONE**
**OF SANITATION IN CASE OF EVICTION**

Article 1245. The eviction will take place when the buyer is deprived, by final judgment and in By virtue of a prior right to purchase, all or part of the thing purchased.
The seller will be responsible for the eviction even if nothing has been expressed in the contract. The contracting parties, however, may increase, decrease or eliminate this legal obligation of the seller.
Article 1246. Any agreement that exempts the seller from responding to eviction will be void, always
that there is bad faith on their part.
Article 1247. When the buyer has waived the right to sanitation for the case
of eviction, when it is this, the seller must deliver only the price that the
thing sold at the time of eviction, unless the buyer had made the resignation with knowledge of the risks of eviction and submitting to its consequences.
Article 1248. When sanitation has been stipulated, or when nothing has been agreed on
At this point, if the eviction has been carried out, the buyer will have the right to demand from the seller:
1. The restitution of the price of the thing sold at the time of eviction, whether higher
or less than that of the sale;
2. The fruits or yields, if he has been condemned to deliver them to the one who has defeated him.

on trial;
3. The costs of the lawsuit that led to the eviction and, where appropriate, those of the proceeding with the
seller, for sanitation;
4. The expenses of the contract, if the buyer has paid them; and,




5. Damages and interest and voluntary expenses or pure recreation or decoration, if it was sold as bad faith.
Article 1249. If the buyer loses, as a result of eviction, a part of the thing sold,
of such importance in relation to the whole that without said part he would not have bought it, he may demand
the termination of the contract; but with the obligation to return the thing without any charges other than the
that you had when you purchased it.
The same will be observed when two or more things are sold together for a price
elevation, or particular for each of them, if it is clearly established that the buyer would not have bought one without the other.
Article 1250. The reorganization may not be required until a final judgment has been passed, by the
that the buyer is condemned to the loss of the thing acquired or part of it.
Article 1251. The seller shall be obliged to the corresponding sanitation, provided that it is proven that the eviction claim was served at the buyer's request. Missing the
notification, the seller will not be obliged to reorganization.
Article 1252. If the property sold is encumbered, without mentioning the deed, with any
no apparent burden or easement, of such a nature as to be presumed, would not have been acquired by the
If the buyer had known it, he may request the termination of the contract, unless he prefers the corresponding compensation. For one year, starting from the granting of the deed,
the buyer may exercise the rescission action or request compensation.
After the year, you can only claim compensation within an equal period, counting
from the day you discovered the cargo or easement.
Article 1253. The action of sanitation by eviction prescribes in four years; more for what
Regarding the sole restitution of the price, it prescribes according to the general rules.
The time will be counted from the date of the eviction sentence; or if it has not reached
pronounce itself, from the restitution of the thing.

**SECOND PARAGRAPH**
**OF SANITATION FOR DEFECTS OR LIENS**
**HIDDEN THING SOLD**

Article 1254. The seller will be obliged to clean up the hidden defects that the
thing sold, if they make it unfit for the use to which it is intended, or if they diminish in such a way
this use that, had the buyer known, would not have acquired it or would have given less price for it; but it will not be responsible for manifest defects or that are in sight or
nor of those that are not, if the buyer is an expert who, for reasons of his trade or

profession, should easily know them.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1254-A. The seller responds to the buyer of the sanitation for the vices and defects of the thing sold even if he ignored them.
This provision will not apply when otherwise stipulated, and the seller will ignore the hidden vices or defects of what was sold.
This Article was Added by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1255. In the cases of the two previous Articles, the buyer may choose between withdraw from the contract, paying him the expenses he paid, or reduce a proportional amount of the
price, according to experts.




If the seller knew the hidden vices or defects of the thing sold and did not disclose it to the buyer, will have the same option and will also be compensated for damages, if
I will opt for the termination.
Article 1256. If the thing sold is lost due to hidden defects, knowing them the seller, the seller will suffer the loss, and must return the price and pay the contract expenses with damages and losses. If you did not know them, you should only refund the price and pay the expenses of the
contract paid by the buyer.
Article 1257. He who is deprived by a final judgment of a thing purchased may try against any of the previous vendors, the reorganization action against said seller could have tried the person to whom he sold it.
Article 1258. If the thing sold had a hidden defect at the time of sale, and is lost later, due to unforeseeable circumstances or the fault of the buyer, the buyer may claim the price from the seller
that he paid, with the reduction of the value that the thing had at the time of being lost.
If the seller acted in bad faith, he must pay the buyer damages and interest.
Article 1259. In judicial sales there will never be a place for liability for damages and damages; but yes to everything else provided in the previous Articles.
Article 1260. The actions that arise from the provisions of the five preceding Articles are They will expire after one year from the delivery of the thing sold.
Article 1261. By selling two or more animals together, either at a lump sum price, or pointing it out to each one of them, the redhibitory vice of each will only give rise to their redhibition, and not that of others; unless it appears that the buyer had not purchased the sane or sane without the vicious.
The latter is presumed when buying a shot, team, pair or game, even if it has been indicated a separate price for each of the animals that compose it.
Article 1262. The provisions of the previous Article regarding the sale of animals are understood equally applicable to other things.
Article 1263. Sanitation for hidden defects of animals and livestock will not take place in sales made at a fair or public auction, nor in that of alienated horses such as

disposal, except in the case provided for in the following Article.
Article 1264. Livestock and animals that suffer from
contagious diseases. Any contract made with respect to them will be void.
Article 1265. The contract of sale of cattle and animals will also be void if,
expressing in the same contract the service or use for which they are acquired, will be useless to lend it.
Article 1266. When the hidden vice of animals, although recognition has been practiced optional, is of such a nature that expert knowledge is not enough for its
discovery, it will be considered redhibitory.
But if the teacher, out of ignorance or bad faith, stops discovering or manifesting it, it will be responsible for damages.
Article 1267. The redhibitory action that is based on the vices or defects of the animals, must be filed within forty days, counted from the date of delivery to the buyer, except that, due to the use in each locality, greater or lesser terms are established.
This action in the sales of animals may only be exercised with respect to the vices and defects of the same ones that are determined by the law or by local uses.




Article 1268. If the animal dies within three days of purchase, the seller will be responsible, provided that the disease that caused death existed before the contract, in the opinion of the optional.
Article 1269. Once the sale is resolved, the animal must be returned in the state in which it was sold and
delivered, the buyer being responsible for any deterioration due to their negligence and that it does not come from the vice or redhibitory defect.
Article 1270. In the sales of cattle and animals with redhibitory vices, the
buyer of the power expressed in Article 1256; but you must use it within the
The same term as for the exercise of the redhibitory action is respectively indicated.

**CHAPTER V**
**OF THE BUYER'S OBLIGATIONS**

Article 1271. The buyer is obliged to pay the price of the thing sold in time and
place fixed by the contract.
If they have not been fixed, payment must be made at the time and place in which the delivery of the
the thing sold.
Article 1272. The buyer will owe interest for the time that mediates between the delivery of the thing
and payment of the price, in the following three cases:
1. If so agreed;
2. If the thing sold and delivered produces fruit or income;
3. If it has become delinquent, in accordance with Article 985.
Article 1273. If the buyer is disturbed in the possession or domain of the thing acquired, or had a well-founded fear of being so due to a claim, mortgage or common possession action, may suspend payment of the price until the seller has stopped the disturbance or the danger, unless you secure the refund of the price in your case, or it has been stipulated that,

Notwithstanding any contingency of that kind, the buyer will be obliged to verify the payment.
Article 1274. If the seller has a well-founded reason to fear the loss of the real thing sold and the price, you can immediately promote the resolution of the sale.
If this reason does not exist, the provisions of Article 1009 will be observed.
Article 1275. In the sale of real estate, even when it has been stipulated that due to lack of of payment of the price in the agreed time, the resolution of the
contract, the buyer may pay even after the term has expired, in the meantime it has not been judicially required. Once the request is made, the judge may not grant a new term.
Regarding the movable property, the resolution of the sale will take place of full right in interest of the seller, when the buyer, before the expiration of the term set for the delivery of the thing, has not presented himself to receive it, or presenting himself, has not offered at the same time the
price, unless a further delay has been agreed for the payment thereof.

**CHAPTER VI**

**OF THE RESOLUTION OF THE SALE**

Article 1276. The sale is resolved for the same causes as all obligations, and also by those expressed in the previous Chapters.
Article 1277. The resale agreement is prohibited.

**CHAPTER VII**

**OF THE TRANSMISSION OF CREDITS AND OTHER INCORPORAL RIGHTS**





Article 1278. The assignment of a credit, right or action will not take effect against a third party but
since its date must be considered certain in accordance with the provisions of the Judicial Code.
If it refers to a property, from the date of its registration in the Public Registry.
Article 1279. The debtor who before having knowledge of the assignment satisfies the creditor, will be released from the obligation.
Article 1280. The sale or assignment of a credit includes that of all accessory rights, such as the surety, mortgage, pledge or privileges.
Article 1281. The seller in good faith will respond for the existence and legitimacy of the credit to the
time of sale, unless it was sold as doubtful; but not the solvency of the debtor, unless expressly stipulated, or the insolvency was prior and public.
Even in these cases, it will only be liable for the price received, also reimbursing the buyer:
1. The expenses of the contract and any other legitimate payments made for the sale;
2. The necessary and useful expenses made in the thing sold.
The seller in bad faith will always be liable for the payment of all expenses and damages and damages.
Article 1282. When the transferor in good faith has been made responsible for the solvency of the
debtor, and the contracting parties had not stipulated anything about the duration of responsibility,

this will last only one year, counted from the assignment of the credit, if the term has already expired.
If the credit is payable in a term or term not yet due, the responsibility will cease a year after expiration.
If the credit consists of a perpetual income, the responsibility will expire after ten years, counted from the date of assignment.
Article 1283. Whoever sells an inheritance without listing the things it is made of, will only be obliged to respond to his status as heir.
Article 1284. Whoever sells in a lump or balloon the totality of certain rights, income or products, will comply with responding to the legitimacy of the whole in general; but will not be obliged
to the sanitation of each of the parts of which it is composed, except in the case of eviction of the all or most of it.
Article 1285. If the seller had taken advantage of some fruits or had received
Something of the inheritance that he will sell, must be paid to the buyer, if it had not been agreed otherwise.
Article 1286. The buyer must, for his part, satisfy the seller all that he has
paid for the debts and charges of the inheritance and for the credits that it has against it, except pact to the contrary.
Article 1287. By selling a disputed credit, the debtor shall have the right to extinguish it, reimbursing the assignee the price paid, the costs incurred and the
interest on the price from the day it was paid.
A credit will be considered litigious as soon as the claim relating to it is answered.
The debtor may not oppose to the assignee the benefit that by the preceding Article is granted, after nine days have elapsed from the notification of the decree in which it is sent execute the sentence.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1288. Assignments or sales made are excepted from the provisions of the preceding Article:
1. To a joint heir or joint owner of the assigned right;




2. To a creditor in payment of your credit;
3. To the owner of a property subject to the disputed right that is assigned.

**CHAPTER VIII**
**GENERAL LAYOUT**

Article 1289. Everything provided in this Title is understood subject to what with respect to real estate is determined in the Public Registry Title.

**TITLE V**
**OF THE EXCHANGE**

Article 1290. The exchange is a contract by which each of the contracting parties agrees to give one thing to receive another.
Article 1291. If one of the contracting parties had received the thing that was promised to him in exchange,

and proving that it was not proper to the one who gave it, he may not be forced to deliver the one he offered in
change, and will comply with returning the one you received.
Article 1292. Whoever loses the thing received in exchange by eviction, may choose between recover the one you gave in exchange, or claim compensation for damages; but only
may use the right to recover the thing that he delivered while it remains in the possession of the other
interchangeable, and without prejudice to the rights acquired in the meantime over it in good faith by a
third.
Article 1293. In everything that is not specifically determined in this Title, the exchange will be governed by the provisions concerning the sale.

**TITLE VI**
**OF THE LEASE**
**CHAPTER I**
**GENERAL DISPOSITION**

Article 1294. The lease can be of things, or of works, or services.
Article 1295. In the leasing of things, one of the parties undertakes to give the other the enjoyment or
use of a thing for a certain time and a certain price.
Article 1296. In the leasing of works or services, one of the parties undertakes to execute one work or to provide the other with a service for a certain price.
Article 1297. Expendable goods cannot be the subject of this contract.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER II**
**OF RUSTIC AND URBAN PROPERTY LEASES**
**SECTION ONE**
**GENERAL DISPOSITION**

Article 1298. The landlord is called the one who is obliged to assign the use of the thing, execute the work or
provide the service; and lessee from whom he acquires the use of the thing or the right to the work or
service that is forced to pay.




Article 1299. When the execution of a verbal lease has begun, and the proof of the agreed price is missing, the tenant will return the thing to the lessor leased, paying you, for the time you have enjoyed it, the regulated price.
Article 1300. The parent and guardian regarding the property of the child or minor and the administrator of
assets that do not have special power, may not lease rustic properties for more five years or urban for more than three, or for more number of years than those missing at lower to reach twenty-one.
Article 1301. In relation to third parties, real estate leases will not take effect.

that are not duly registered in the Public Registry.
Article 1302. When in the lease of things, it is not expressly prohibited,
the lessee may sublet, in whole or in part, the thing leased, without prejudice to its responsibility for the fulfillment of the contract with the lessor.
Article 1303. Without prejudice to its obligation to the sub-lessor, the subtenant remains obliged in favor of the landlord for all acts that refer to the use and conservation of the thing leased, in the manner agreed between the lessor and the tenant.
Article 1304. The subtenant is also obligated to the lessor for the amount
of the price agreed in the sublease that is due at the time of the request,
considering that advance payments have not been made, unless they have been verified in accordance with the
habit.
Article 1305. If the thing is delivered to the tenant there is a dispute about the price or rent, and for
one or the other, there is no legal proof of what is stipulated in this regard, it will be
fair price of experts, and those of this operation will be divided between the lessor and the lessee in equal parts.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**SECTION TWO**
**OF THE RIGHTS AND OBLIGATIONS OF THE LANDLORD AND THE LESSEE**

Article 1306. The lessor is obliged:
1. To deliver to the lessee the object of the contract;
2. To make in it during the lease all the necessary repairs in order to
keep it in a condition to be used for the use for which it was intended;
3. To keep the tenant in the peaceful enjoyment of the lease for the entire time of the contract.
Article 1307. The lessee is obliged:
1. To pay the rental price under the agreed terms;
2. To use the thing leased as a diligent parent, allocating it to use
agreed; and in the absence of an agreement to use the thing rented, the custom of the place will be followed;
3. To pay the expenses caused by the writing of the contract, unless otherwise agreed.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1308. If the lessor or the lessee do not comply with the obligations expressed in
The previous Articles may request the termination of the contract and compensation for damages and
damages, or only the latter, leaving the subsisting contract.




Article 1309. The lessor cannot change the form of the thing leased.
Article 1310. If during the lease it is necessary to make an urgent repair in the
thing leased, which cannot be deferred until the conclusion of the lease, has the

tenant obligation to tolerate the work even if it is very annoying, and although during it see private of a part of the farm.
If the repair lasts more than forty days, the rental price must be reduced in proportion of the time and the part of the farm that the tenant is deprived of.
If the work is of such a nature that makes the part that the tenant and his family uninhabitable need for your room, he may terminate the contract.
Article 1311. The tenant is obliged to inform the owner, in the most short term possible, any usurpation or harmful novelty that another has made or openly prepare on the leased thing.
He is also obliged to inform the owner, with the same urgency, of the need of all the repairs included in number 2 of Article 1306.
In both cases, the tenant will be responsible for the damages caused by his negligence. are caused to the owner.
Article 1312. The lessor is not obliged to respond for the disturbance of mere fact that a third party will cause the use of the leased property; but the tenant will have direct action against the disturber.
There is no de facto disturbance when the third party, either the administrative authorities or already
an individual has acted under a right that corresponds to him.
Article 1313. The tenant must return the property at the end of the lease as received, except what had perished or been impaired by time or by inevitable cause.
Article 1314. In the absence of expression of the state of the farm at the time of leasing it, the law presumes
that the tenant received it in good condition, unless proven otherwise.
Article 1315. The lessee is responsible for the deterioration or loss of the thing leased, unless it is proven through no fault of yours or your family members or that they depend on him.
Article 1316. If the lease has been made for a specified time, it ends on the day pre-set without the need for a requirement.
Article 1317. If at the end of the contract, the tenant remains enjoying fifteen days of the thing leased with the consent of the lessor, it is understood that there is tacit renewal by the time established in Articles 1329 and 1333, unless a requirement has been preceded.
Article 1318. In the case of the tacit renewal, the obligations granted by a third party for the security of the main contract.
Article 1319. If the leased thing is lost, or one of the contracting parties fails to comply as stipulated, the provisions of Articles 1068 and 1069 will be observed.
Article 1320. The lessor may request the release of the lessee for any of the reasons following:
1. The conventional term of the lease or the term of the eviction has expired;
2. Failure to pay the agreed price.
The landlord may, for the security of this payment and the compensation to which he is entitled, request together with the release, the retention of all existing fruits of the leased thing, and of all the objects with which the tenant has furnished, trimmed or provided it, and that belong to; and it will be understood that they belong to you, unless proven otherwise.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1321. The landlord may request the termination of the lease for some of the following causes:
1. Violation of any of the conditions stipulated in the contract;
2. Use the leased property for use or non-agreed service that makes it detract and not be subject in its use to what is provided in numeral 2 of Article 1307.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1322. If no time has been set for the duration of the lease or if the time is not determined for the special service to which the leased thing is intended or by custom, Neither party will be able to terminate it except by evicting the other, that is, notifying them in advance.
The anticipation will be adjusted to the period or measure of time that regulates payments. If leased to
both per day, week, month, the eviction will be respectively one day, one week, one month.
The eviction will begin to run at the same time as the next period.
Article 1323. Outside of the cases mentioned in Articles 1320 and 1321, it will have the lessee right to take advantage of the terms established in Articles 1329 and 1333.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1324. The buyer of a leased property has the right to terminate the lease in force when the sale is verified, unless otherwise agreed and the provisions of the Registry Title
Public.
If the buyer uses this right, the tenant may demand that he be allowed to collect the fruits of the harvest of the current year, and that the seller compensates him for the damages that are caused.
Article 1325. The lessee will have, regarding the useful and voluntary improvements, the same right that is granted to the usufructuary.
Article 1326. If nothing had been agreed on the place and time of payment of the lease, will be, as to the place, to the provisions of Article 1058, and, as to the time, to the custom of the place.

**THIRD SECTION**
**SPECIAL PROVISIONS FOR LEASE**
**OF RUSTIC PROPERTIES**

Article 1327. The lessee shall not have the right to a reduction in the rent due to the sterility of the land.
leased or for loss of fruits from ordinary fortuitous cases; but yes, in case of loss of half the fruits due to extraordinary and unforeseen acts of God, except always the special pact to the contrary.
It is understood by extraordinary acts of God: fire, war, plague, unusual flood, lobster, earthquake or other equally unusual and that the contracting parties have not been able to foresee.

Article 1328. Neither does the tenant have the right to a rent reduction when the fruits are they have lost after being separated from their root or trunk.
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Article 1329. The lease of a rustic property, when its duration is not fixed, is understood made for all the time necessary for the harvesting of the fruits that the entire leased farm give in a year or can give for once, even if two or more years pass to obtain them.
That of farmland, divided into two or more leaves, is understood for as many years as they are these.
Article 1330. The outgoing tenant must allow the incoming person to use the premises and other means
necessary for the preparatory work of the following year; and, reciprocally, the entrant has obligation to allow the outgoing settler what is necessary for the collection and use of the fruits, all according to the custom of the place.
Article 1331. The lease for sharecropping of farmland, breeding cattle or manufacturing or industrial establishments, will be governed by the provisions relating to the contract of
society and by the stipulations of the parties, and, failing that, by the custom of the place.

**SECTION FOUR**
**SPECIAL PROVISIONS FOR LEASE**
**OF URBAN PREMISES**

Article 1332. In the absence of a special pact, it will be the custom of the place for repairs to urban properties that must be paid for by the owner. When in doubt they will understand this one.
Article 1333. If no term has been set for the lease, it is understood to have been done for years when
An annual rent has been set, by months when it is monthly, by days when it is daily.
In any case, the lease ceases, without the need for a special requirement, once the finished.
Article 1334. When the lessor of a house or part of it, intended for the room of a family or a store, or warehouse, or industrial establishment, also leases the Furniture, the lease of these will be understood for the duration of the leased property.

**CHAPTER III**
**OF THE LEASE OF WORKS AND SERVICES**
**SECTION ONE**
**OF THE CONCERTED**

Article 1335. This class of services can be contracted without a fixed time, for a certain time, or for
a certain work. The lease made for life is void.
Article 1336 to Article 1339. These Articles were Repealed by Article 1067 of the Cabinet Decree No. 252 of December 30, 1971, published in the Official Gazette No. 17,040 of February 18, 1972.

**SECTION TWO**
**OF THE WORKS BY ADJUSTMENT OR INCREASED PRICE**

Article 1340. The execution of a work can be contracted by agreeing that the person who executes it
Just put your job or your industry, or also supply the material.
Article 1341. If the person who contracted the work was obliged to put the material, he must suffer the loss in the
If the work is destroyed before being delivered, unless there has been a delay in receiving it.
Article 1342. He who has been obliged to put only his work or industry, cannot claim
no stipend if the work is destroyed before it has been delivered, unless there has been




late payment to receive it, or that the destruction has come from the poor quality of materials, provided that the owner has been duly notified of this circumstance.
Article 1343. The contractor of a building that is ruined by construction defects, liable for damages and losses if the ruin takes place within ten years, counted from that construction was completed; equal responsibility, and for the same time, will have the architect
to direct it, if the ruin is due to vice of the ground or of the direction.
If the cause is the contractor's failure to comply with the conditions of the contract, the compensation action
will last fifteen years
.
Article 1344. He who is obliged to do a work by pieces or by measure, may demand from the owner
to receive it in parts and to pay it in proportion. Part is presumed approved and received satisfied.
Article 1345. The architect or contractor who is in charge of an elevation adjustment of the construction
of a building or other work in view of a plan agreed with the owner of the land, cannot ask for an increase in price even if that of wages or materials has been increased; but may do it when a change has been made in the plan that produces an increase in work, always that the owner has given his authorization.
Article 1346. The owner may desist, by his own will, from the construction of the work even if it has been started, indemnifying the contractor for all his expenses, work and utility that could get from her.
Article 1347. When a certain work has been commissioned from a person by reason of their personal qualities, the contract is terminated by the death of this person.
In this case, the owner must pay the builder's heirs, in proportion to the price agreed, the value of the part of the work executed and the materials prepared, provided that these materials report some benefit.
The same will be understood if the person who hired the work cannot finish it for any reason independent of your will.
Article 1348. The contractor, either for the entire work or by pieces, or by measure, is responsible
of the work performed by the people who will occupy the work and of the work accidents that they suffer, unless expressly agreed otherwise and what is provided in the following Article.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1349. Those who put their work and materials in a work carried out by the contractor, they have no action against the owner of it until the amount that he owes to him when the claim is made.
Article 1350. When it is agreed that the work has to be done to the satisfaction of the owner, understands the approval reserved, in the absence of conformity, to the corresponding expert judgment.
If the person who has to approve the work is a third party, it will be up to what he decides.
Article 1351. If there is no agreement or custom to the contrary, the price of the work must be paid
upon delivery.
Article 1352. He who has executed a work as a movable thing, has the right to retain it as a pledge.
until paid.

**THIRD SECTION**
**OF TRANSPORT BY WATER AND LAND BOTH OF PEOPLE AS OF THINGS**





Article 1353. Conductors of effects by land or by water are subject to the
guard and conservation of the things entrusted to them, to the same obligations as with respect to the innkeepers are determined in Articles 1476 and 1477.
The provisions of this Article are understood without prejudice to what regarding transport by sea and
land establishes the Commercial Code.
Article 1354. Drivers also respond to loss and damage to things
that they receive, unless they prove that the loss or damage has come from a fortuitous event or Force Majeure.
Article 1355. The provisions of these Articles are understood without prejudice to what the laws and special regulations.

**TITLE VII**
**OF THE SOCIETY**
**CHAPTER I**
**GENERAL DISPOSITION**

Article 1356. The company is a contract by which two or more people are obliged to put in common money, goods or industry, with the intention of dividing the profits among themselves.
Article 1357. The company must have a lawful purpose and be established in the common interest of the
partners.
When the dissolution of an illicit company is declared, the proceeds will go to the charitable establishments of the company's domicile.
Article 1358. Civil society may be constituted in any way, unless they are contributed to she real estate or real rights over them, in which case the deed will be necessary
public.

Article 1359. The contribution of real estate to civil companies will not be valid if it is not done with
all the requirements for registration.
Article 1360. The companies whose agreements are maintained will not have legal personality.
secrets between the partners, and that each of them contracts in their own name with the
third parties.
This type of society will be governed by the provisions relating to the community.
Article 1361. Civil societies, for the purpose to which they are consecrated, may cover all
forms recognized by the Commercial Code. In this case, their
provisions insofar as they do not conflict with those of this Code.
Article 1362. Society is universal or particular.
Article 1363. The universal society can be of all present goods, or of all
Profits.
Article 1364. The society of all present assets is that by which the parties put
in common all those who currently belong to them, with the intention of dividing them among themselves, as
likewise all the profits they acquire with them.
Article 1365. In the universal society of all present goods, they become property
common of the partners the assets that belonged to each, as well as all the profits that
acquire with them.




The reciprocal communication of any other gains can also be agreed upon; but
The assets that the partners later acquire by inheritance, legacy
or donation, although its fruits do.
Article 1366. The universal profit society includes all that the partners acquire
for your industry or work while the partnership lasts.
The movable or immovable property that each partner owns at the time of the conclusion of the contract,
they continue to be the private domain, passing only the usufruct to the company.
Article 1367. The universal partnership contract, entered into without determining its kind, only
it constitutes the universal profit society.
Article 1368. The people to whom it is
It is forbidden to reciprocally grant any donation or benefit.
Article 1369. The private company only has as its object certain things, their use, or
its fruits, or a designated company, or the exercise of a profession or art.

**CHAPTER II**

**OF THE OBLIGATIONS OF THE PARTNERS**

**SECTION ONE**

**OF THE OBLIGATIONS OF THE PARTNERS TO EACH OTHER**

Article 1370. The company begins from the moment the contract is signed, if
nothing else has been agreed.
Article 1371. The company lasts for the agreed time; in the absence of an agreement, for the time
the business that has exclusively served as the object of the company lasts, if the former
nature has a limited duration; and in any other case, for the whole life of the

associates, except for the power reserved for them in Article 1391 and the provisions of Article 1395.
Article 1372. Each one is a debtor to society for what he has promised to contribute to it.
It is also subject to eviction as to the certain and determined things that exist
contributed to the company, in the same cases and in the same way that the seller is with respect to the
buyer.
Article 1373. The partner who has been obliged to contribute a sum in money and has not contributed it, is
debtor of interest from the day it should have been provided, without prejudice to
also compensate the damages that it may have caused.
The same occurs with respect to the sums that he would have taken from the social fund, beginning to
counting interest from the day you took it for your personal benefit.
Article 1374. The industrial partner owes the company the profits it has obtained during it.
in the branch of industry that serves as its object.
Article 1375. When a partner authorized to administer collects an amount due from him
was owed in his own name, from a person who owed society another amount as well
payable, the amount collected in the two credits must be imputed in proportion to their amount, although
would have given the receipt on behalf of his credit alone; but if he had given it on account of having
social, everything will be imputed in it.
The provisions of this Article are understood without prejudice to the fact that the debtor may use the power
that is granted in Article 1059, in the only case that the partner's personal credit is
more onerous.




Article 1376. The partner who has received his entire share in a social credit without having
after the other partners have collected their own, they are obliged, if the debtor later becomes insolvent, to bring
to the social mass what it received, even if it had given the receipt on its own.
Article 1377. Every partner must respond to the company for the damages that it may have.
suffered because of it and cannot compensate them with the benefits that for their industry
have provided.
Article 1378. The risk of certain and determined things, not fungible, that are contributed to the
society so that only its use and its fruits are common, belongs to the owner partner.
If the things contributed are fungible, or cannot be kept, without deteriorating, or if they are contributed
to be sold, the risk lies with society. It will also be, in the absence of a special agreement, that of the
things provided with an estimate made in the inventory, and in this case the claim will be limited
at the price at which they were priced
Article 1379. The company is liable to all partners for the amounts that they have paid up for

her and the corresponding interest; It also responds to the obligations that in good faith have contracted for corporate business and risks inseparable from its management.
Article 1380. Profits and losses will be distributed in accordance with the agreement. If I only know
had agreed to the share of each in the profits, their share in the losses will be equal.
In the absence of an agreement, each partner's share of the profit and loss must be proportionate to the
that you have contributed. The partner who is only an industry partner will have a share equal to that of the
less has contributed. If in addition to your industry you have contributed capital, you will also receive the
proportional part that corresponds to him.
Article 1381. If the partners have agreed to entrust to a third party the appointment of the party of each in profits and losses, only the designation made
for him when he has evidently been unfair. In no case may the partner claim
who has begun to execute the third party's decision, or who has not challenged it within the term of three months, counted since it was known to him.
The designation of profit and loss cannot be entrusted to one of the partners.
Article 1382. The agreement that excludes one or more partners from any part of the profits or in losses.
Only the industry partner can be relieved of all liability for losses.
Article 1383. The partner appointed administrator in the social contract, can exercise all the administrative acts, however opposed by their colleagues, unless it proceeds from
bad faith; and its power is irrevocable without legitimate cause.
The power of attorney granted after the contract, without it having agreed to confer it, may be revoked at any time.
Article 1384. When two or more partners have been in charge of the social administration without
determine their functions, or without having expressed that they will not be able to act without the
consent of the others, each one can exercise all acts of administration
separately; but either of them can oppose the operations of the other before they
these have produced legal effect.
Article 1385. In the event that it has been stipulated that the managing partners have not function without the consent of the other, it takes the participation of all for the
validity of the acts, without the absence or impossibility of any of them being alleged, except if there is an imminent danger of serious or irreparable harm to society.
Article 1386. When the mode of administration has not been stipulated, the
following rules:




1. All partners will be considered proxies, and what any of them will do on their own alone, it will oblige society; but each may oppose the operations of the others before
that have produced legal effect;
2. Each member can use the things that make up the social fund according to custom of the

place, provided it does not do so against the interest of society, or in such a way as to prevent use by
that their companions have the right;
3. Any member may oblige the others to pay with him the necessary expenses for the conservation of common things;
4. None of the partners may, without the consent of the others, make a change in the social real estate, although it claims that it is useful to society.
Article 1387. Each partner can by himself associate a third party on his part; but the associate doesn't
will enter the company without the unanimous consent of the partners, even if it is administrator.

**SECTION TWO**

**OF THE OBLIGATIONS OF PARTNERS TO A THIRD PARTY**

Article 1388. For the company to be bound by a third party for the acts of one of the partners, it is required:
1. That the partner has acted in his capacity as such, on behalf of the company;
2. That it has the power to oblige the company by virtue of an express or tacit mandate;
3. That he has acted within the limits indicated by his power or mandate.
Article 1389. The partners are not jointly and severally bound with respect to the debts of the society; and none can compel the others by a personal act, if they have not conferred power for it.
The company is not obliged with respect to third parties for acts that a partner has performed in his
own name or without power of the company to execute it; but it is bound to the partner as soon as said acts have redounded to her benefit.
The provisions of this Article are understood without prejudice to the provisions of rule 1 of Article
1386.
Article 1390. The creditors of the company are preferred to the creditors of each partner over social assets. Without prejudice to this right, the individual creditors of each partner they can request the seizure and auction of the part of this in the social fund.

**CHAPTER III**

**OF THE WAYS OF EXTINGUISHING THE COMPANY**

Article 1391. The company is extinguished:
1. When the term for which it was constituted expires;
2. When the thing is lost, or the business that serves as its object is terminated;
3. Due to natural death, declared incapacity or insolvency of any of the partners, and in the case provided for in Article 1390;
4. By the will of any of the partners, subject to the provisions of Articles 1396 and 1398.
The companies to which they are referred are excepted from the provisions of Sections 3 and 4 of this Article.
Article 1361 refers, in the cases in which they must subsist, in accordance with the Commercial Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 1392. When the specific thing that a partner has promised to contribute to the company, perishes before delivery is made, its loss causes the dissolution of the company.
The company is also dissolved in any case for the loss of the thing, when, reserving its
The partner who provides it has only transferred the use or enjoyment of it to the company.




But society is not dissolved by the loss of the thing when it occurs after the loss.
society has acquired ownership of it.
Article 1393. The company incorporated for a specified period of time may be extended by consent of all partners.
Consent can be express or tacit, and will be justified by ordinary means.
Article 1394. If the company is extended after the term has expired, it is understood that it constitutes a new society. If it is extended before the term expires, the company continues primitive.
Article 1395. The agreement is valid that, in the event of the death of one of the partners, the society among those who survive. In this case the heir of the deceased will only have the right to have the partition made, setting it on the day of the death of the deceased; and not will participate in the subsequent rights and obligations, but insofar as they are a consequence necessary of what was done before that day.
If the pact is that the company has to continue with the heir, it will be kept, without prejudice to what is determined in number 4 of Article 1391.
Article 1396. The dissolution of the company by the will or resignation of one of the partners It only takes place when no term has been set for its duration, or it does not result from the nature of business.
For the resignation to take effect, it must be done in good faith in a timely manner; furthermore, it must
make themselves known to the other partners.
Article 1397. The resignation is in bad faith, when the one who makes it intends to appropriate for himself
only the profit that should be common. In this case, the renouncer does not get rid of his partners, and they have the power to exclude it from society.
The resignation is said to have been made at an inopportune time, when, not finding things in integrity, the
society is interested in its dissolution being delayed. In this case, the partnership will continue until
the termination of pending business.
Article 1398. A partner cannot claim the dissolution of the company that, either by provision of the contract, due to the nature of the business, has been established by time determined, not to intervene just reason, such as one of the companions missing his obligations, to be disqualified for social business, or other similar, in the opinion of the courts.
Article 1399. The partition between partners is governed by the rules of inheritance, as well in its form
as in the obligations that result from it. None can apply to the industry partner

part of the assets contributed, but only their fruits and benefits, in accordance with the provisions of the
Article 1380, unless otherwise expressly agreed.

**TITLE VIII**

**OF THE MANDATE**

**CHAPTER I**

**OF THE NATURE, FORM AND SPECIES OF THE MANDATE**

Article 1400. By the mandate contract a person is obliged to provide some service or do something, on behalf or commission of another.

Article 1401. The mandate can be express or tacit.

The express can be given by public or private instrument and even by word of mouth, subject to the
arranged in special cases.

Acceptance can also be express or tacit, the latter deducted from the acts of the
leader.





This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

Article 1402. In the absence of an agreement to the contrary, the mandate is supposed to be free.

However, if the president's occupation is the performance of services of the species to
the mandate refers to, the obligation to repay it is presumed.

Article 1403. The mandate is general or special.

The first comprises all the client's business.

The second one or more specific businesses.

Article 1404. The mandate conceived in general terms, does not include more than the acts of administration.

To compromise, sell, mortgage or execute any other act of strict control, it is necessary
express mandate.

The power to compromise does not authorize to compromise arbitrators or friendly composers.

Article 1405. The president cannot go beyond the limits of the mandate.

Article 1406. The limits of the mandate are not considered exceeded if it was fulfilled by a way more advantageous for the principal than that indicated by him.

Article 1407. The emancipated minor may be mandator; but the client will only have action against him in accordance with the provisions regarding the obligations of minors.

Article 1408. When the agent acts in his own name, the principal has no action
against the people with whom the president has contracted, nor these against the
principal.

In this case, the agent is directly obligated in favor of the person with whom he has
hired, as if the matter was his own. Except in the case of things
own of the principal.

The provisions of this Article are understood without prejudice to the actions between the principal and
leader.

**CHAPTER II**

**OF THE OBLIGATIONS OF THE REPRESENTATIVE**

Article 1409. The agent is bound by the acceptance to fulfill the mandate, and responds of the damages, that if not executed, are caused to the principal.

The business that was already started at the death of the principal must also end, if there were any danger in being late.

Article 1410. In the execution of the mandate, the agent must comply with the instructions of the principal.

In the absence of them, he will do everything that, depending on the nature of the business, a good family man would do.

Article 1411. Every agent is obliged to account for his operations and to pay the as the principal has received by virtue of the mandate, even if what was received was not due to the second.

Article 1412. The agent may appoint a substitute if the principal has not prohibited it; but Responsible for the procedures of the substitute:

1. When he was not given the power to appoint him;
2. When he was given that power, but without designating the person, and the person named was notoriously incapable or insolvent.

What is done by the appointed substitute against the prohibition of the principal will be null.





Article 1413. In the cases included in the two numbers of the previous Article, you can In addition, the principal directing his action against the substitute.

Article 1414. The responsibility of two or more agents, even if they have been instituted simultaneously, it is not supportive, if it has not been expressed thus.

Article 1415. The president owes interest on the amounts that he applied to his own uses since the day on which he did so, and of those that remain owed after the mandate expires, since the has been in default.

Article 1416. The agent acting as such is not personally liable to the party with whom it contracts, if not when it expressly obliges itself or goes beyond the limits of the mandate without giving him sufficient knowledge of his powers.

Article 1417. The president is responsible not only for fraud, but also for guilt, which It must be estimated with more or less rigor by the courts, depending on whether or not the mandate was gainful.

**CHAPTER III**

**OF THE MANDATOR'S OBLIGATIONS**

Article 1418. The principal must comply with all the obligations that the agent has contracted within the limits of the mandate.

In what the agent has exceeded, the principal is not obligated until he ratifies it. expressly or tacitly.

Article 1419. The principal must advance the agent, if he requests it, the necessary amounts for the execution of the mandate.
If the agent has anticipated them, the principal must reimburse them, even if the business does not
it has gone well, as long as the president is exempt from fault.
The reimbursement will include the interests of the anticipated amount, counting from the day on which the
made the anticipation.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1420. The principal must also compensate the agent for all damages and damages directly caused by the fulfillment of the mandate, without fault or recklessness of the same agent.
Article 1421. The agent may retain as a pledge the things that are the subject of the mandate until that the principal makes the compensation and reimbursement referred to in the two previous Articles.
Article 1422. If two or more people have appointed a representative for a common business, They are jointly and severally bound for all purposes of the mandate.

**CHAPTER IV**

**OF THE WAYS TO FINISH THE MANDATE**

Article 1423. The mandate ends:
1. By its revocation;
2. By the resignation of the agent;
3. Due to death, judicial interdiction, bankruptcy or insolvency of the principal or agent.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.




Article 1424. The principal may revoke the mandate at his will and compel the agent to the return of the document stating the mandate.
Article 1425. When the mandate has been given to contract with certain people, their Revocation cannot harm them if it has not been made known to them.
Article 1426. The appointment of a new agent for the same business produces the revocation of the previous mandate from the day it was made known to the recipient, except the provisions of the preceding Article.
Article 1427. The president may resign the mandate by making it known to the principal. If he suffers damages due to the resignation, the agent must compensate him for them, unless he bases his resignation on the impossibility of continuing to carry out the mandate without
serious detriment to you.
Article 1428. The president, even if he resigns his mandate with just cause, must continue his management until the client has been able to make the necessary arrangements to occur at this lack.
Article 1429. What was done by the agent, ignoring the death of the principal or any other

of the causes that cause the mandate to cease, is valid and will have all its effects with respect to the
third parties who have contracted with him in good faith.
Article 1430. In the event of the death of the president, his heirs must put him in knowledge of the principal and provide in the meantime what circumstances require in the interest of
this.

**TITLE IX**

**OF THE LOAN**

Article 1431. For the loan contract, one of the parties delivers to the other, or something does not fungible so that you can use it for a certain time and return it to you, in which case it is called loan,
or money or another fungible thing, with the condition of returning as much of the same kind and quality,
in which case you simply keep the loan name.
The loan is essentially free.
The simple loan can be free or with an agreement to pay interest.

**CHAPTER I**

**OF THE COMODAT**

**SECTION ONE**

**OF THE NATURE OF THE COMODAT**

Article 1432. The borrower retains ownership of the thing loaned. The borrower acquires the use of it, but not the fruits; If there is any emolument to be paid by the one acquires the use, the convention ceases to be loaned.
Article 1433. The obligations and rights that arise from the loan pass to the heirs of both parties, unless the loan has been made in contemplation to the person of the borrower, in which case his heirs do not have the right to continue using the borrowed thing.

**SECTION TWO**

**OF THE OBLIGATIONS OF THE COMMODATE**





Article 1434. The borrower is obliged to meet the ordinary expenses that are of necessity for the use and conservation of the thing loaned.
Article 1435. If the borrower uses the thing for a use other than that for which it was lent or retains in your possession for a longer time than agreed, you will be responsible for its loss, even if it
happens by fortuitous event.
Article 1436. If the thing loaned was delivered with appraisal and is lost, even if it is by case fortuitously, the borrower will respond to the price, unless there is an agreement in which he is expressly exempted
of responsibility.
Article 1437. The borrower is not liable for the damage that may occur to the thing loaned. for the sole purpose of use and through no fault of your own.
Article 1438. The borrower may not retain the thing loaned on the pretext of what the

loan officer owes you, even for expense reasons.
Article 1439. All borrowers to whom a thing is lent jointly respond
jointly and severally with her, in accordance with the provisions of this Section.

**THIRD SECTION**

**OF THE COMODOR'S OBLIGATIONS**

Article 1440. The borrower cannot claim the thing loaned until after the end of the
use for who loaned it. However, if before these deadlines you have the urgent loan
need it, you can claim restitution.
Article 1441. If the duration of the loan or the use to which the thing was to be used was not agreed
borrowed, and this is not determined by the custom of the place, can the borrower
claim it at will.
In case of doubt, it is up to the borrower to prove it
Article 1442. The borrower must pay the extraordinary expenses caused during the contract
for the conservation of the thing loaned, provided that the borrower puts it in his
knowledge before doing them, except when they are so urgent that the
result of the warning without danger.
Article 1443. The borrower who, knowing the vices of the thing loaned, has not done them
know the borrower, he will respond to the latter of the damages that for that cause had suffered.

**CHAPTER II**

**OF THE SIMPLE LOAN**

Article 1444. Whoever receives money or other fungible items on loan, acquires their property, and
He is obliged to return to the creditor another as much of the same kind and quality.
Article 1445. The obligation of the borrower shall be governed by the provisions of the
Article 1057 of this Code.
If the loan is something else expendable, or a quantity of uncovered metal, the debtor owes a
quantity equal to that received and of the same kind and quality, even if its price is altered.
Article 1446. No interest will be owed except when expressly agreed.
Article 1447. The stipulation of interests of interests is not valid.
Article 1448. The borrower who has paid interest without being stipulated, cannot claim it.
nor charge them to capital.





Article 1449. Pledge loan establishments are also subject to the
regulations that concern them.
Article 1450. The conventional interest that exceeds two percent (2%) per month will be reduced
by the court to this rat, even if the debtor does not propose the usury exception. Usury can
also alleged as action.
Neither the waiver of these rights before the contract is perfected, nor any agreement
that directly or indirectly makes it impossible for the debtor to exercise them.
The debtor who pays interest in excess of two percent (2%) per month will have the right to
claim the return of the amount given in excess and the payment of another equal.
Paragraph 1. For the purposes of this Article, any interests shall be considered

amounts that the one who lends the money must receive by reason of the loan in addition to the capital,
show said amounts with the names of interest, civil penalty, damage or any
other.
Paragraph 2. The provisions of this Article are applicable to cases in which the debtor or borrower
bind yourself for a sum greater than what you actually receive.
This Article was Amended by Article 4 of Law No. 7 of March 31, 1928, published
in Official Gazette No. 5,281 of April 4, 1928.

**TITLE X**

**OF THE DEPOSIT**

**CHAPTER I**

**THE DEPOSIT IN GENERAL AND ITS VARIOUS SPECIES**

Article 1451. The deposit is constituted from the moment one receives the foreign property with the obligation to
save it and restore it
.
Article 1452. The deposit can be constituted judicially or extrajudicially.

**CHAPTER II**

**OF THE DEPOSIT PROPERLY SAID**

**SECTION ONE**

**OF THE NATURE AND ESSENCE OF THE DEPOSIT AGREEMENT**

Article 1453. The deposit is a free contract, unless otherwise agreed.
Article 1454. Only movable things can be deposited.
Article 1455. Extrajudicial deposit is necessary or voluntary.

**SECTION TWO**

**OF THE VOLUNTARY DEPOSIT**

Article 1456. Voluntary deposit is one in which the delivery is made by the will of the depositor. The deposit can also be made by two or more people, who are created with
Right to the thing deposited, in a third party, who will make the delivery, where appropriate, to which it corresponds.
Article 1457. If a person capable of contracting accepts the deposit made by another incapable person,
is subject to all the obligations of the depositary, and may be required to be returned by
the guardian, curator or administrator of the person who made the deposit, or by the latter, if it reaches
be able to.





Article 1458. If the deposit has been made by a capable person in another who is not, only
The depositor will have action to claim the thing deposited while it exists in the possession of the depositary, or that he pays him the amount in which he would have enriched himself with the thing or with the
price.

**THIRD SECTION**

**OF THE DEPOSITARY'S OBLIGATIONS**

Article 1459. The depositary is obliged to keep the thing and return it, when requested, to the depositor, or his successors-holders, or the person who has been designated in the contract. his Responsibility, regarding the custody and loss of the thing, will be governed by the provisions of the
Title I of this Book.

Article 1460. The depositary cannot use the thing deposited without the express permission of the
depositor.

Otherwise, you will be liable for damages.

Article 1461. When the depositary has permission to use or use the thing deposited, the contract loses the concept of deposit and becomes a loan or bailment.

The permit is not presumed, and its existence must be proven.

Article 1462. When the thing deposited is delivered closed and sealed, it must be restored by the depositary in the same way, and will be liable for damages if the
seal or lock because of you.

Guilt in the depositary is presumed, unless proven otherwise.

Regarding the value of the deposited, when the force is attributable to the depositary, the Declaration of the depositor, unless there is evidence to the contrary.

Article 1463. The thing deposited will be returned with all its products and accessions.

The deposit consisting of money, the provisions regarding the agent shall apply to the depositary. in Article 1415.

Article 1464. The depositary cannot demand that the depositor prove that he is the owner of the thing.
deposited.

However, if you discover that the thing has been stolen and who is its true owner, you must let him know the deposit.

If the owner, despite this, does not claim within a month, he will be free of all responsibility the depositary, returning the thing deposited to the one from whom it was received.

Article 1465. When there are two or more depositors, if they are joint and several and the thing deposited
If division is admitted, each of them may ask for more than his share.

When there is solidarity, or the thing does not admit division, the provisions of Articles 1028 shall govern
and 1029 of this Code.

Article 1466. When the depositor loses, after making the deposit, his capacity to contract, the deposit cannot be returned except to those who have the free administration of their goods and rights.

Article 1467. When when making the deposit a place was designated for the return, the depositary
he must bring the thing deposited to him; but the expenses caused by the transfer will be charged to the
depositor.

Not having designated a place for the return, it must be done where the thing is found deposited, even if it is not the same in which the deposit was made, provided that there is no Malice on the part of the depositary.

Article 1468. The deposit must be returned to the depositor when he claims it, although in the contract has set a certain period or time for the return.




This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1469. The depositary who has just reasons for not keeping the deposit, may, even before the designated term, return it to the depositor; and, if he resists it, he can obtain from the judge
your consignment.
Article 1470. The depositary who by force majeure had lost the thing deposited and received another in its place, will be obliged to deliver it to the depositor.
Article 1471. The heir of the depositary who in good faith has sold the thing that he did not know was
deposited, it is only obliged to return the price it had received or to assign its shares against the buyer in the event that the price has not been paid.

**SECTION FOUR**
**OF THE DEPOSITOR'S OBLIGATIONS**

Article 1472. The depositor is obliged to reimburse the depositary for the expenses he has made for the conservation of the thing deposited and to indemnify you for all the damages that are have followed the deposit.
Article 1473. The depositary may retain as a pledge the thing deposited until full payment of what is owed by reason of the deposit.

**FIFTH SECTION**
**OF THE NECESSARY DEPOSIT**

Article 1474. The deposit is necessary:
1. When it is done in compliance with an obligation;
2. When it takes place on the occasion of some calamity, such as fire, ruin, looting, shipwreck or other similar.
Article 1475. The deposit included in Number 1 of the previous Article, shall be governed by the provisions of the law that establishes it, and, failing that, by those of the voluntary deposit. He included in Number 2 will be governed by the rules of voluntary deposit.
Article 1476. It is also considered necessary deposit that of the effects introduced by the travelers in the inns and inns. The innkeepers or innkeepers respond to them as such depositaries, provided that they, or their dependents, have been made aware of the effects introduced into their home, and that travelers for their part observe the precautions that said innkeepers or their substitutes would have made them care and watch over the effects.
Article 1477. The responsibility referred to in the previous Article includes damages made in the effects of the travelers, both by the servants or dependents of the innkeepers or waiters, as by strangers; but not those that come from armed robbery, or are caused by another force majeure event.

**CHAPTER III**
**OF THE JUDICIAL DEPOSIT**

Article 1478. The judicial deposit takes place when the seizure or kidnapping of disputed assets, or any assets to ensure the results of the trial.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
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Article 1479. The depositary of the seized goods or objects cannot be released from their commission until the controversy that motivated it is over; unless the judge orders it by consent to all interested parties, or for another legitimate reason.
Article 1480. The depositary of seized assets is obliged to comply with respect to them all the obligations of a good parent.
Article 1481. In what is not provided in this Code, the judicial kidnapping will be governed by the provisions of the Judicial Code.

**TITLE XI**
**OF RANDOM CONTRACTS**
**CHAPTER I**
**GENERAL LAYOUT**

Article 1482. By the random contract, one of the parties, or both reciprocally, are bound to give or do something equivalent to what the other party has to give or do in the case of an uncertain event, or one that is to occur indefinitely.

**CHAPTER II**
**OF THE INSURANCE CONTRACT**

Article 1483. Insurance contract is the one for which the insurer is liable for accidental damage. that occurs on the insured movable or immovable property, at a certain price, which It can be set freely by the parties.
Article 1484. Two or more owners can also mutually insure accidental damage. that occurs in their respective assets.
This contract has the name of mutual insurance, and when it has not agreed otherwise, it is understands that the damage must be compensated by all the contracting parties, in proportion to the value of
the goods that each one has insured.
Article 1485. The insurance contract must be consigned in a public or private document, signed by the contracting parties.
Article 1486. The document must state:
1. The designation and location of the insured objects and their value;
2. The class of risks whose compensation is stipulated;
3. The day and time in which the effects of the contract begin and end;
4. The other conditions in which the contracting parties have agreed.
Article 1487. The contract is ineffective in the part that the amount of the insurance exceeds the value of the
thing insured, and no more than one insurance can be charged for its entire value.
In the case of two or more insurance contracts for the same object, each insurer will be liable for the damage in proportion to the capital that it has insured, until completing the total value of the insured object.
Article 1488. When the damage occurs, the insured must inform the insurer and other interested parties within the stipulated period; and failing that, in ten days, counted from the time the insured became aware of the loss. If I don't,

will have no action against them.
Article 1489. The contract is void if, when entering into it, the insured was aware of having damage has already occurred, or if the insurer has already preserved the property insured.




**CHAPTER III**
**THE GAME AND THE BETT**
Article 1490. The law does not grant action to claim what is won in a game of luck, stake or chance; but the loser cannot repeat what he has voluntarily paid, unless that he had mediated fraud, or that he was minor, or was disabled to administer his goods.
Article 1491. The provisions of the previous Article regarding gambling are applicable to betting.
Bets that are analogous to prohibited games are considered prohibited.
Article 1492. Games that contribute to the exercise of the body are not considered prohibited, such as those whose objective is to train in the handling of weapons, foot races or horse, carts, ball games and others of a similar nature.
Article 1493. Whoever loses in a non-prohibited game or bet, is bound civilly.
The judicial authority may, however, not estimate the demand when the amount that was crossed in the game or in the bet is excessive, or reduce the obligation in what exceeds the uses of a good family man.
**CHAPTER IV**
**OF THE LIVING INCOME**
Article 1494. The random life annuity contract obliges the debtor to pay a pension or annual income during the life of one or more persons determined by a capital in goods movable or immovable, whose domicile is transferred to him of course with the burden of the pension.
Article 1495. The income can be constituted on the life of the one who gives the capital, on that of a
third party or on that of several people.
It can also be constituted in favor of the person or persons on whose life it is granted, to favor of another or other different people.
Article 1496. The income constituted on the life of a dead person on the date of the bestowal, or at the same time is suffering from a disease that can cause his death within the twenty days following that date.
Article 1497. Non-payment of overdue pensions does not authorize the income recipient. life to demand the reimbursement of the capital or to re-enter possession of the alienated property;
You will only have the right to judicially claim the payment of back rent and the insurance of future ones.
Article 1498. The rent corresponding to the year in which the person who enjoys it dies, will be paid in
proportion to the days that he had lived; If it had to be satisfied by anticipated installments, the

total amount of the term that during his life would have started to run.
Article 1499. Whoever constitutes a free income on his assets, may dispose, at
time of the granting, that said income will not be subject to embargo by obligations of the pensioner.
The income cannot be claimed without justifying the existence of the person whose life is constituted.

**TITLE XII**
**OF TRANSACTIONS AND COMMITMENTS**
**CHAPTER I**
**OF TRANSACTIONS**





Article 1500. The transaction is a contract by which the parties, giving, promising or
each withholding something, they avoid the provocation of a lawsuit or put an end to
they had started.
Article 1501. The guardian cannot compromise on the rights of the person he has in custody, without prior judicial authorization given with knowledge of the cause.
The father, and where appropriate the mother, can compromise on the property and rights of the child they have
under his authority; but if the value of the object on which the transaction falls exceeds
three hundred balboas, this effect will not take effect without judicial authorization.
Article 1502. Corporations that have legal status may only compromise in the manner
and with the requirements they need to dispose of their assets.
Article 1503. You can compromise on the civil action arising from a crime; But not for that
the public action for the imposition of the legal penalty will be extinguished, except in the case of those
crimes that cannot be punished except by virtue of private accusation.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1504. You cannot compromise on the civil status of people, or on food
futures.
Article 1505. The transaction includes only the objects specifically expressed in
it, or that, by a necessary induction of their words, they should be considered to be included in the
herself.
The general waiver of rights is understood only of those related to the dispute over
the one that has relapsed the transaction.
Article 1506. The transaction has the authority of res judicata for the parties.
Article 1507. The transaction involving error, fraud, violence or falsification of documents,
is subject to the provisions of Article 116 of this Code.
However, one of the parties may not oppose the factual error to the other provided that the latter is
has set aside a lawsuit transaction started.
Article 1508. The discovery of new documents is not cause to annul or rescind the
transaction, if there has been no bad faith.

Article 1509. If a lawsuit has been decided by a final judgment, a transaction is held on
By ignoring the existence of the final judgment, any of the interested parties may request
the transaction is terminated.
Ignorance of a sentence that can be revoked is not cause to attack the transaction.

**CHAPTER II**

**OF THE COMMITMENTS**

Article 1510. The same people who can compromise, can compromise in a third party or
third parties the decision of their contests.
Article 1511. The provisions of the previous Chapter on transaction is applicable to the
commitments.
Regarding the way of proceeding in the commitments and the extension and effects of these, it
will be
what the Judicial Code determines.

**TITLE XIII**





**OF THE DEPOSIT**

**CHAPTER I**

**OF THE NATURE AND EXTENT OF THE DEPOSIT**

Article 1512. For the bond one is obliged to pay or fulfill for a third party in the case of not
do this.
If the guarantor undertakes jointly and severally with the principal debtor, the provisions of the
Section IV, Chapter III, Title I of this Book.
Article 1513. The bond can be conventional, legal or judicial, free or for consideration.
It can also be constituted not only in favor of the main debtor, but that of the other guarantor,
consenting to it, ignoring it and even contradicting it.
Article 1514. The bond cannot exist without a valid obligation.
It may, however, fall on an obligation whose nullity can be claimed by virtue of a
purely personal exception of the obligor, such as the minor.
Except from the provision of the previous paragraph the case of loan made to the family child.
Article 1515. A guarantee may also be provided to guarantee future debts, the amount of which
is not
still known, but no claim can be made against the guarantor until the debt is liquid.
Article 1516. The guarantor may be bound to less, but not more than the principal debtor, both in
the amount as in the onerous of the conditions.
If he has obligated himself to more, his obligation will be reduced to the limits of that of the
debtor.
Article 1517. The bond is not presumed; must be express and cannot be extended to more than
contained in it.
If it is simple or indefinite, it will include not only the main obligation, but all its
accessories, including the expenses of the trial, understanding with respect to these, that he will
only respond
of those that have accrued after the guarantor has been required for payment.
Article 1518. The person obliged to give security must present a person who has the capacity to
be bound and sufficient assets to respond to the obligation it guarantees.

To qualify the sufficiency of the goods, only the real estate will be taken into account, except in commercial matter; but the properties seized or litigious or not
are registered in the Registry or that are subject to burdensome mortgages or conditions resolutory.
Article 1519. If the guarantor comes to a state of insolvency, the creditor may request another to meet the qualities required in the previous Article. Except in the case of having demanded and The creditor agreed that a specific person would be given as guarantor.

**CHAPTER II**

**OF THE EFFECTS OF THE DEPOSIT**

**SECTION ONE**

**OF THE EFFECTS OF THE BOND BETWEEN THE GUARANTOR AND THE CREDITOR**

Article 1520. The guarantor may be compelled to pay the creditor from the moment the debtor is in default, in accordance with the rules of Article 985.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1521 to Article 1525. These Articles were Repealed by Article 2 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.




Article 1526. The transaction made by the guarantor with the creditor has no effect on the principal debtor.
The one made by the latter also has no effect on the guarantor, against his will.
Article 1527. This Article was Repealed by Article 2 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1528. Since there are several guarantors of the same debtor and for the same debt, the The obligation to answer for it is divided among all. The creditor cannot claim each guarantor but the part that corresponds to satisfy, unless expressly stipulated the
solidarity.
The second paragraph was repealed by Article 2 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**SECTION TWO**

**OF THE EFFECTS OF THE BOND BETWEEN THE DEBTOR AND THE GUARANTOR**

Article 1529. The guarantor who pays for the debtor must be compensated by him.
The compensation includes:
1. The total amount of the debt, including interest;
2. Conventional interest since the guarantor paid; if they had not been stipulated,
the legal ones of the same date will be calculated;
3. The expenses incurred by the guarantor after bringing the latter to the attention of the debtor who has
been required for payment;
4. Damages and losses, when applicable.
The provision of this Article takes place even if the bond has been given ignoring it by the debtor.

Article 1530. The guarantor is subrogated for the payment of all the rights that the creditor had against
the debtor.
Article 1531. If the guarantor pays without notifying the debtor, the latter may enforce against him.
all the exceptions that the creditor could have made at the time the payment was made.
Article 1532. If the debt was on time and the guarantor paid it before its expiration, he will not be able to demand
repayment of the debtor until the term expires.
Article 1533. If the guarantor has paid without notifying the debtor, and the debtor, ignoring the payment,
repeats it for his part, there is no recourse to the first against the second, but against the creditor.
Article 1534. The guarantor, even before having paid, can proceed against the main debtor:
1. When he is sued for payment;
2. In the event of bankruptcy, insolvency or insolvency;
3. When the debtor has been obliged to relieve him of the guarantee within a specified period, and this
term has expired;
4. When the debt has become enforceable, for having met the term in which it must
be satisfied;
5. After ten years, when the principal obligation does not have a fixed term for its
expiration, unless it is of such a nature that it cannot be extinguished except in a longer term of ten years.
In all these cases the action of the guarantor tends to obtain relief from the bond or a guarantee to protect you from creditor proceedings and the danger of insolvency in the
debtor.

**THIRD SECTION**





**THE EFFECT OF THE DEPOSIT BETWEEN COFIERS**

Article 1535. When there are two or more guarantors of the same debtor and for the same debt,
The one who has paid it may claim from each of the others the part that
proportionally it corresponds to satisfy.
If any of them is insolvent, the part of it will fall on all of them in the same
proportion.
For the provision of this Article to take place, payment must have been made
by virtue of a lawsuit, or the main debtor being in a state of bankruptcy or bankruptcy.
Article 1536. In the case of the previous Article, the cofiators may oppose the one who paid the
The same exceptions that would have corresponded to the principal debtor against the creditor and that
are purely personal to the same debtor.
Article 1537. The sub-guarantor, in case of insolvency of the guarantor by whom he was bound, is
liable to the guarantors in the same terms as the guarantor.

**CHAPTER III**
**OF THE EXTINCTION OF THE BOND**
Article 1538. The obligation of the guarantor is extinguished at the same time as that of the debtor, and by the
same causes as the other obligations.
Article 1539. The confusion that occurs in the person of the debtor and in that of the guarantor when
one of them inherits the other, does not extinguish the obligation of the sub-guarantor.
Article 1540. If the creditor voluntarily accepts a property, or any other effects
in payment of the debt, even if it later loses them by eviction, the guarantor remains free.
Article 1541. The release made by the creditor to one of the guarantors without the consent of the others, take advantage of all as far as the part of the guarantor to whom it has been granted reaches.
Article 1542. The extension granted to the debtor by the creditor without the consent of the guarantor,
extinguishes the bond.
Article 1543. The guarantors, although they have jointly and severally bound themselves with the main debtor,
They are released from their obligation provided that due to some fact of the creditor they cannot be
subrogated in the rights, mortgages and privileges thereof.
Article 1544. The guarantor may oppose to the creditor all the exceptions that concern the debtor.
principal and are inherent to the debt; but not those that are purely personal to the debtor.
**CHAPTER IV**
**OF THE LEGAL OR JUDICIAL BOND**
Article 1545. The guarantor who has to be given by provision of the law or judicial resolution, must
have the qualities prescribed in Article 1518.
Article 1546. If the person obliged to give surety in the cases of the previous Article does not find it, he will be
it will accept in its place a pledge or mortgage that is estimated enough to cover its obligation.
Article 1547. This Article was Repealed by Article 2 of Law No. 43 of March 13,
1925, published in Official Gazette No. 4,622 of April 25, 1925.
**TITLE XIV**
**OF THE LAND AND MORTGAGE CONTRACTS**




**CHAPTER I**
**PROVISIONS COMMON TO THE GARMENT AND THE MORTGAGE**
Article 1548. The essential requirements for pledge and mortgage contracts are:
1. That it is constituted to ensure the fulfillment of a principal obligation;
2. That the thing pledged or mortgaged belongs to the property of the pawn or mortgagee;
3. That the persons who constitute the pledge or mortgage have the free disposal of their goods or, if they do not have it, are legally authorized to do so.

Third parties outside the main obligation can secure it, pledging or
mortgaging their own assets.
Article 1549. It is also essential to these contracts that, once the main obligation has expired, the things that the pledge or mortgage consists of may be alienated to pay the creditor.
Article 1550. The creditor cannot appropriate the things given as a pledge or mortgage, nor dispose
of them.
Article 1551. The pledge or the mortgage are indivisible, even if the debt is divided between the successors of the debtor or creditor.
Therefore, the heir of the debtor who has paid part of the debt may not request that proportionally extinguish the pledge or mortgage while the debt has not been satisfied by full.
Neither may the heir of the creditor who received his part of the debt return the pledge or cancel the mortgage to the detriment of the other heirs who have not been satisfied.
The case in which, being several things given in mortgage or in
pledge, each of them guarantees only a certain portion of the credit.
The debtor, in this case, will have the right to have the pledge or mortgage extinguished as satisfy the debt part of each thing answer specially.
Article 1552. Pledge and mortgage contracts can ensure all kinds of obligations, since are pure, whether they are subject to suspensive or resolutory condition.
Article 1553. The promise to constitute a pledge or mortgage only produces personal action between the
contracting parties, without prejudice to the criminal responsibility incurred by the person who defrauded
another offering in pledge or mortgage as free things that he knew were taxed, or pretending to own those that do not belong to him.

**CHAPTER II**
**OF THE GARMENT**

Article 1554. In addition to the requirements set forth in Article 1548, it is necessary, to constitute
the pledge contract, which is given to the creditor or a third party by mutual agreement.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1554-A. Notwithstanding the provisions of the preceding Article, when the pledge consists of
livestock, it may be agreed that the owner retain possession of the same with the conditions and limitations that are established; but, for the garment thus constituted to produce effect against third, it will be necessary that the livestock given as a pledge be marked with a special ferret and that the contract in which said pledge is constituted is registered in the Mercantile Registry.
This Article was Added by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1555. All movable things that are in trade can be pledged, provided
that are susceptible to possession.

Article 1556. The pledge against a third party will not take effect if the certainty of the date in public instrument or in the manner established in Article 882 of the Judicial Code.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1557. The pledge does not guarantee more obligations than those for whose security it was
constituted, unless expressly agreed otherwise.
Article 1558. The creditor must take care of the thing pledged with the diligence of a good family Guy; You have the right to the payment of the expenses made for its conservation, and responds
of its loss or deterioration, in accordance with the provisions of this Code.
Article 1559. If the pledge produces interest, the creditor will compensate those that it receives with the
that they owe you; and, if they are not owed, or if they exceed those legitimately due, the will be charged to capital.
Article 1560. Until the case of being expropriated of the thing pledged, the debtor he still owns it.
However, the creditor may exercise the actions that are incumbent on the owner of the thing. pledged to claim or defend it against a third party.
Article 1561. The creditor may not use the thing pledged without authorization of the owner, and if
If he does it or abuses it in another way, the second may ask that it be constituted in Deposit.
Article 1562. The debtor cannot request the restitution of the pledge against the will of the creditor while not paying the debt and its interests, with the expenses in your case.
Article 1563. The creditor whose credit has not been duly satisfied, may
proceed to the alienation of the pledge in the manner provided for by the Judicial Code.
If the pledge consists of tradable securities, they will be sold in accordance with the provisions of the
Commercial Code.
Article 1564. Regarding the Montes de Piedad and other official establishments that provide on pledge, the laws and special regulations that concern them will be observed, and subsidiarily the provisions of this Title.
Article 1565. Luggage is considered a pledge and the provisions of this Chapter shall govern and other effects introduced in hotels, inns or inns to respond in favor of the owner, accommodation and other guest expenses.

## CHAPTER III
## OF THE MORTGAGE
### SECTION ONE
### OF MORTGAGES IN GENERAL

Article 1566. Mortgages directly and immediately subject the assets on which they are imposed, to the fulfillment of the obligations for whose security they are constituted, whatever their holder.
Mortgages are voluntary or legal.
Article 1567. Only the following may be mortgaged:
1. Real estate;

2. Real rights alienable, in accordance with the laws, taxes on assets of that class;
3. Movable property that can be specifically determined or individualized and to be described sufficiently.
This Numeral was Added by Article 1 of Decree Law No. 2 of May 24, 1955, published in Official Gazette No. 12.679 of June 2, 1955.
Article 1568. They may be mortgaged, but with the following restrictions:
1. The building built on someone else's land, which, if it is mortgaged by the one who built it, will be
without prejudice to the right of the owner of the land, and being understood to be subject to such tax
only the right that the same one who built has over what is built;
2. The right to receive the fruits in the usufruct, but the mortgage being extinguished, when the same usufruct ends due to a fact beyond the control of the usufructuary. Yes terminates at will, the mortgage will subsist until the insured obligation is fulfilled, or until the expiration of the time in which the usufruct would have naturally concluded in the absence of the
fact that put an end to it;
3. The mere property, in which case, if the usufruct is consolidated with it in the person of the owner, not only will the mortgage subsist, but it will also extend to the same usufruct as the opposite has not been agreed;
4. The assets previously mortgaged, even if they are with the agreement not to return them mortgage, always keeping the priority that the person whose credit has to be paid favor this constituted or registered the first mortgage;
5. The rights of surface, pastures, water, firewood and other similar of real nature, provided that that of the other participants in the property remains safe;
6. Railways, trams, canals, ports, elevators, warehouses, drains, sewers, underground, urbanization, electric or gas lighting, electric and hydraulic energy, telegraphs, telephones and other works for public or private service, concessions that for construction or exploitation of these works have been done by the government or municipalities for ten
years or more, and buildings or land that, not being directly or exclusively intended for referred service, belong to the particular domain, although they are added to those works, but pending the mortgage, in the first case, the resolution of the right of the concessionaire;
7. Assets belonging to people who do not have free disposal of them, in the cases and with the formalities prescribed by the laws for its alienation;
8. The right of voluntary mortgage, but pending the one that is constituted on that of the resolution of the same right;
9. The disputed assets, if the claim originating from the lawsuit has been recorded preventively or if
It states in the registration that the creditor had knowledge of the litigation; but in any
In both cases, the mortgage will remain pending the resolution of the lawsuit, without prejudice the rights of those interested in it outside the mortgagee.

Article 1569. The following may not be mortgaged:
1. The fruits and pending income, with separation from the property that produces them;
2. Movable objects permanently placed in buildings, either for decoration or
comfort, or for the service of some industry, unless they are jointly mortgaged
with said buildings;
3. The titles of the debt of the State, of the Municipalities, and the obligations and actions of
bank, companies or companies of any kind;
4. The real right in things that, even if they should be owned in the future, are not yet
registered in favor of the one who has the right to own;
5. The easements, unless they are mortgaged together with the dominant property, and
excepting in any case the water, which may be mortgaged;
6. Use and room;
7. The mines, as long as the title of the definitive concession has not been obtained, even if they
are
located on their own land.




Article 1570. The possessor of goods subject to pending resolution conditions, may
mortgage or dispose of them, provided that the right of those interested in said
conditions, being made in the registration express reservation of the referred right.
If the pending resolution condition affects the whole of the mortgaged thing, it cannot be
dispose of to make the credit effective if not when said condition ceases to be met and the
property in the absolute domain of the debtor; but the fruits to which it is entitled, will be applied
of course to the payment of the credit.
When the resolutive condition affects only a part of the mortgaged thing, it must
be judicially alienated with the same resolution condition to which the domain of the
debtor, and applying to the payment, in addition to the fruits to which it is entitled, the price of
the
sale.
If before it is consumed the debtor acquires absolute control of the mortgaged thing,
the creditor may repeat against it and request its disposal for payment.
Article 1571. The mortgage extends to natural accessions, improvements, and fruits.
pending and income not received upon expiration of the obligation, and the amount of
compensation
granted or owed to the owner by the insurers of the mortgaged property, or by virtue of
expropriation for reasons of public utility, thus in the case of remaining the property in the power
of the
He mortgaged it as in passing into the hands of a third party.
Article 1572. When several farms are mortgaged at the same time for a single loan,
determine the amount or part of the tax that each one must respond to. Not doing
This determination may be repeated by the creditor for the entire sum guaranteed against
any of the farms, or against all of them.
This Article was Amended by Article 1 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.
Article 1573. Fixed in the inscription the part of the credit that each of the

Mortgaged goods may not be repeated against them to the detriment of a third party, but for the amount to
that respectively are affected, and the one that corresponds to the same by reason of interests, with
in accordance with the provisions of the previous Articles.
Article 1574. The provisions of the preceding Article shall be understood without prejudice to the fact that, if the
mortgage will not be enough to cover the entire credit, the creditor may repeat for the difference against the other mortgaged properties that the debtor keeps in his power; but without priority in regarding said difference over those who, after the mortgage was registered, have acquired some real right in the same farms.
Article 1575. The mortgage will subsist in its entirety as long as it is not canceled on all of the mortgaged property, even if the guaranteed obligation is reduced, and on any part of the
same assets that are conserved, although the rest has disappeared; but without prejudice to what which is provided in the following two Articles.
Article 1576. If a mortgaged property is divided into two or more, the
mortgage credit but when voluntarily agreed by the creditor and the debtor. No
once this distribution is verified, the creditor may repeat for the entire sum guaranteed against any of the new estates into which the first has been divided, or against all at the same time.
Article 1577. Divided the mortgage constituted for the security of a credit among several estates, and paid the part of the same credit with which any of them was taxed,
demand by the one who is interested, the partial cancellation of the mortgage in relation to the same property.
If the part of the credit paid could be applied to the liberation of one or the other of the farms taxed, for not being less than the amount of the special responsibility of each one, the debtor will choose the one to be released.




Article 1578. When the mortgaged property is one, or when, being several, the
responsibility of each one, due to the occurrence of any of the cases provided for in Articles 1572 and
1576, the release of any part of the mortgaged property may not be required, whatever
is that of the credit that the debtor has satisfied.
This Article was Amended by Article 2 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.
Article 1579. The mortgage constituted by the one who does not have the right to constitute it according to the
Registration will not convalesce even if the constituent later acquires said right.
An exception is made in the case that in the same deed that right is acquired and the mortgage.
Article 1580. The creditor may claim from the third owner of the mortgaged property the payment
of the part of the secured credit with those that he owns, if at the expiration of the term he does not

verifies the debtor after judicially required.
Article 1581. If the third holder is required, he must verify the payment of the credit with interest.
corresponding, or abandon the mortgaged property.
Article 1582. If the third owner does not pay or abandon the goods, he will be responsible for the their own, in addition to the mortgaged ones, the interest accrued from the request and
of the judicial costs to which due to its delinquency gives rise. In the event that the third holder abandon the mortgaged assets, they will be considered in the possession of the debtor, so that they can
to address the executive procedure against them.
Article 1583. The provisions of the three preceding Articles will be equally applicable to the case in
that a part of the principal of the credit or of the interests, whose payment must be made in different terms, if any of them expire without the debtor fulfilling his obligation.
Article 1584. If for the payment of any of the installments of the capital or of the interests necessary to dispose of the mortgaged property and there are still other terms of the obligation to expire,
will verify the sale and the property will be transferred to the buyer, with the mortgage corresponding to the
part of the credit that was not satisfied, which, with interest, will be deducted from the price. Yes The buyer does not want the farm with this charge, the amount will be deposited with the interests that
correspond, so that it is paid to the creditor at the expiration of the pending terms.
Article 1585. It will also be considered as third holder, for the purposes of Articles
1580 and 1581, whoever has only acquired the usufruct or useful domain of the property mortgaged, or the property or direct domain, leaving the debtor the right
correlative.
If there is more than one third owner because the property or domain is in a person
direct, and in another the usufruct or useful domain, the requirement will be understood with both.
Article 1586. The mortgage action prescribes together with the obligation to which it agrees.
Article 1587. Registrations and cancellations of mortgages will be subject to the rules established in the Property Registry Title, for registrations and cancellations in
general, without prejudice to the special ones contained in this Chapter.

**SECTION TWO**
**OF VOLUNTARY MORTGAGES**

Article 1588. Voluntary mortgages are those agreed between parties, or imposed by provision of the owner of the assets on which they are constituted.




Article 1589. This Article was Repealed by Article 2 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1590. Those who have the power to establish voluntary mortgages, may do so by yes or through an attorney with special power to mortgage.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,

published in Official Gazette No. 4,622 of April 25, 1925.
Article 1591. The mortgage constituted for the security of a future obligation or subject to registered suspensive conditions, will take effect against a third party, from its registration, if the obligation becomes contracted or the condition to be fulfilled.
If the insured obligation is subject to a registered resolution condition, the mortgage will be supplied by
effect as regards the third party, until compliance with the
condition.
Article 1592. When the future obligation is contracted or the suspensive condition of
dealt with in the first paragraph of the preceding Article, the interested parties must do so by means of a note in the margin of the mortgage registration without which requirement you will not be able to take advantage of
nor harm the constituted mortgage to a third party.
Article 1593. Any fact or agreement between the parties that may modify or destroy the effectiveness
of a previous mortgage obligation, such as payment, compensation, waiting, agreement or promise not to ask, the novation of the original contract and the transaction or commitment,
It will take effect against a third party as long as it is not recorded in the Registry by means of an inscription
new, a total or partial cancellation or a marginal note, depending on the case.
Article 1594. The interest on the loan shall not be considered secured with the mortgage except when
the stipulation and amount of said interest result from the registration itself.
Article 1595. For voluntary mortgages to harm a third party, it is required:
1. that it has been agreed or ordered to be constituted in a public deed;
2. that the deed has been registered in the Property Registry.
Article 1596. The mortgagee may repeat against the mortgaged assets for the payment of interest due, whatever the time when the repayment of the
capital; more if there is a third party interested in said goods, who may be harmed
repetition, may not exceed the amount claimed for it of the corresponding to the
Revenues due up to the date of the period indicated in the obligation.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1597. The inscriptions of voluntary mortgages may only be canceled in the manner provided for in Article 1784. If those who should do so do not lend themselves to cancellation, they may
be judicially decreed.
Article 1598. The mortgage loan can be alienated or assigned to a third party, in whole or in part, provided that it is done in a public deed, that the debtor is informed and that it is registered in the Registry.
The debtor will not be bound by said contract to more than what was for his.
The assignee will be subrogated in all rights of the assignor.
If the mortgage has been established to guarantee transferable obligations by endorsement or titles to the
bearer, the mortgage right shall be understood as transferred with the obligation or with the title, without

need to give knowledge of this to the debtor, or to record the transfer in the Registry.
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Article 1599. If, in the cases in which it must be done, it is omitted to inform the debtor of the assignment of the mortgage loan, the assignor will be responsible for the damages that the assignee as a consequence of this fault.

Article 1600. The rights or credits insured with a legal mortgage may not be assigned except when the case has come to demand their amount, and they are legally able to dispose of the people who have them in their favor.

Article 1601. The mortgage will subsist as a third party, as long as its registration is not canceled.

Article 1602. It is allowed to waive the executive judgment procedures in the mortgage contract. Once the judicial sale has been carried out in the case of having waived the proceedings of the executive judgment, the
debtor may enforce in ordinary way the rights that assist him against the creditor, without For this reason, the sale of the property made in favor of a third party ceases to remain firm.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

Article 1603. The mortgage of certificates may only be constituted on properties that are not encumbered with previous common mortgage. However, the cédulas mortgage does not prevent constitute other mortgages of the same class to issue second or subsequent order certificates, or nor the subsequent constitution of common mortgages.

A mortgage can be constituted to respond to a credit represented by cédulas, without anyone, not even the owner of the mortgaged property is personally obligated to pay the debt. TO This class of mortgages are applicable the provisions on mortgage constituted to guarantee a personal obligation, with the modifications contained in the following Articles.

This Article was Amended by Article 3 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.

Article 1604. A common mortgage can be replaced with a cédulas mortgage, provided that the debtor and creditor agree on this and that the first is canceled when the second.

Article 1605. Every mortgage on cédulas will be constituted by stating it by public deed and registering it in a special registry that will be kept in the Public Registry for this purpose. A Once constituted and registered, the certificates will be issued.

This Article was Amended by Article 4 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.

Article 1606. Cédulas can be issued in national or foreign currency. Each ID will carry the signatures of the Registrar General of Property and the owner of the mortgaged property or his
legitimate representative and will also express:

1. Your value;
2. The data corresponding to the registration or registrations of the mortgaged property or properties
as recorded in the Public Property Registry;

3. The total amount imported by the mortgage to which the certificate refers, and the amount imported by the
mortgages constituted on those same properties for previous certificates, if any;
4. The date and number of the public deed that serves as the basis for the issuance of said cédulas and the data related to their registration in the corresponding special registry;
5. The name and surname of the person, or the designation of the Company or entity, whose favor extends; the date and place of payment;
6. When there are two or more mortgaged properties, the amount may also be expressed because each of them responds, but if this is not done, the release of any of them cannot be demanded of the mortgaged assets, even if a greater sum has been paid than that corresponding to the amount because one or more of the mortgaged properties respond;




7. If the loan accrues interest and it should not be discounted or paid with the
principal, upon maturity of the obligation, it will also express the number of interest coupons adherents and the form and place of their payment.
For this purpose, as many coupons that serve as bearer title will be added to each card, for the collection of interest due, such as quarters, semesters, or years contains the term. Those coupons will express the respective quarter, semester or year, the amount to which the interests thereof, the identification number and the number or numbers of the farm or farms mortgaged.
This Article was Amended by Article 5 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.
Article 1607. The mortgage certificate has the same probative force and value as the testimony of public deed. It can be transferred by blank endorsement, and the acquirer can also, even without filling out that endorsement or putting a new one, transfer it to anyone else.
The endorsement of cédulas does not constitute the responsibility of the endorser.
Article 1608. Without prejudice to proof to the contrary, the bearer of the identity card shall be deemed to be the owner.
of it, provided that it has a nominal or blank endorsement, which supports such
presumption. Endorsements
they will also be considered authentic until proven otherwise.
Article 1609. For the mortgage of cédulas it is not necessary that there is a creditor when it is constituted, and
Cédulas can be issued in favor of the same owner of the property or mortgaged properties,
who, like any other person, can negotiate them even after they have expired.
This Article was Amended by Article 6 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.
Article 1610. In any mortgage of certificates, the proceedings of the trial will be considered waived.
executive, and the basis for the auction of the mortgaged property or properties will be the value with which they appear
in the Cadastre and in the absence of this value, they will be appraised by experts.
This Article was Amended by Article 7 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.

Article 1611. The mortgage of cédulas guarantees, in addition to the capital, the current interests, the
of delay and execution expenses.
Article 1612. In the event that the property deteriorates until it is insufficient to cover the value of the mortgage or mortgages to which she responds, any holder of certificates can request the sale, although the term is not expired, and with the price of it the payment will be made.
Article 1613. If the owner of the property does not take care of it and take care of it properly and therefore
exposed to demerit to the point of becoming insufficient to cover the mortgage or mortgages answer, any owner of cédulas can request that the holder be removed from the administration of the farm and given to another person.
Article 1614. When the sale or administration referred to in the two previous Articles is requested by the owner of certificates of a lower order, what is agreed or resolved may not harm in nothing the certificates of a previous mortgage.
If the execution has been established for the collection of interest on non-enforceable bonds, the The acquirer will receive the property with the encumbrance of all the certificates of the same issuance and with the
of interest coupons not presented for payment. But if the auction product is
less than the amount of the mortgage debt, it will be deposited to be distributed pro rata among all
co-creditors.




Article 1615. The mortgage of cédulas will only be canceled by the return of these or by virtue of Enforceable ruling that orders it.
Article 1616. If the debt does not accrue interest, the owner of the property can obtain in any time, before the term, the cancellation of the cédulas mortgage, consigning the value full of these.
But if there are interest coupons, the consignment must also include the value of the coupons issued.
The bearer of interest coupons, may demand their amount before the judge whose order the Deposit. Six months after the last post-consignment maturity, it will be delivered to the depositor the amount not claimed in a timely manner.

**THIRD SECTION**
**OF FORCED MORTGAGES**

Article 1617. A compulsory mortgage is established:
1. In favor of all those persons to whom any legal claim is made.
compensation, in cases of constitution and lifting of kidnappings, costs and other similar;
2. In favor of the children whose parents administer their money;
3. In favor of minors or disabled persons whose assets are managed by their guardians or curators by
those that they have received from them and for the responsibility they incur
Article 1618. In order for forced mortgages to be understood as formalized, the

registration of the title by virtue of which they are constituted. Constitutive title will be deemed the diligence of
respective bond, in which the guarantor will express the real estate that will affect the mortgage; Without this expression, the bond will not be considered as constituted or the obligation to provide it.
The properties will be described in the manner established in the final subsection of Article 1744.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1619. Enrollment will be verified with a view of an authentic copy of the bond diligence. that the interested party will present to the Public Registry, when they have the free administration of their
assets, and the agent of the public prosecutor's office or any other person in the case of a minor or
disabled.
Article 1620. If the interested party or the Agent of the Public Ministry, if applicable, believe that the
goods presented do not constitute sufficient guarantee, this issue will be discussed as an incident of the matter in which the bond is to be provided.
Article 1621. At any time that compulsory mortgages become insufficient
registered, may claim its extension or must request it those who, in accordance with Article above, respectively have the right or the obligation to rate its sufficiency.

**TITLE XV**

**OF THE ANTICRESIS**

Article 1622. Antichresis is a real right that empowers the creditor to receive the fruits of a property with the obligation to apply them to the payment of interest if they are due. In case of no
There is interest or that when the fruits are paid, these will be applied to the payment of the capital.
This Article was Amended by Article 1 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.




Article 1622-A. The usufructuary of a property can give in antichresis his right to usufruct; but the antichresis will be extinguished when the usufruct ends due to a foreign act at the will of the usufructuary. If the usufruct is terminated by the will of the usufructuary, the Antichresis will subsist until the expiration of the time in which the usufruct would have concluded
naturally.
This Article was Added by Article 10 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
Article 1622-B. The antichresis contract is void if it does not appear in a registered public deed. Antichresis cannot be stipulated for a time greater than twenty (20) years. In the event that in the contract does not establish any term or a term greater than twenty years is established, the antichresis will end once the age of twenty is completed.
This Article was Added by Article 11 of Law No. 52 of December 7, 1962,

published in Official Gazette No. 14,779 of December 18, 1962.
Article 1623. The creditor, unless otherwise agreed, is obliged to pay the contributions and loads that weigh on the farm.
It is also to make the necessary expenses for its conservation and repair.
The amounts used in both objects will be deducted from the fruits.
In the event that you have possession of the farm, you are obliged to take care of it with the diligence of
a good householder and return it to its owner once the obligation has been fully fulfilled.
This Article was Added by Article 11 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
Article 1623-A. If it is proven that the uncreative creditor does not properly administer the property
given in antichresis, it may be deprived of the administration by the competent judicial authority, without prejudice to the obligation to compensate the damages that, as a result of its mismanagement, suffer the debtor.
This Article was Added by Article 12 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
Article 1624. It is not necessary for the validity of the contract that the debtor is deprived of possession
of the property. But in the event that the creditor, or a third party designated for that purpose, is in
possession of it, the debtor may not reacquire his enjoyment without having previously paid the creditor
fully what you owe. However, the creditor may, unless otherwise agreed, waive antichresis or entrust the debtor himself with the administration of the estate.
This Article was Amended by Article 3 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
Article 1625. The creditor does not acquire ownership of the property due to non-payment of the debt.
within the agreed period. Any stipulation to the contrary will be void. The debtor can, without However, to sell the property given in antichresis to the creditor before or after the expiration of the
debt.
In the event that the debtor does not timely comply with his obligation, the creditor may request, in the manner provided by the Judicial Code, the seizure and sale of the property, and will enjoy
preference for payment, in accordance with the provisions of Articles 1661 and 1665 of this Code.
This Article was Amended by Article 4 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.




Article 1625-A. The antichristic creditor is obliged to render accounts to the debtor annually and at the end of the contract.
This Article was Added by Article 13 of Law No. 52 of December 7, 1962,

published in Official Gazette No. 14,779 of December 18, 1962.
Article 1626. The rights of the anti-crete creditor subsist even after the constitution of the antichresis the farm is mortgaged or alienated.
However, it must respect the rights previously constituted over the property given in antichresis; likewise, the leases constituted by registered public deed.
This Article was Amended by Article 5 of Law No. 52 of December 7, 1962, published in Official Gazette No. 14,779 of December 18, 1962.
Article 1627. The contracting parties may stipulate that the interest on the debt be compensated with the fruits of the farm given in antichresis.
Article 1628. Articles 1548, 1549, 1551 and 1552 are applicable to this contract.
This Article was Amended by Article 6 of Law No. 52 of December 7, 1962, published in Official Gazette No. 14,779 of December 18, 1962.

## TITLE XVI
## OF THE OBLIGATIONS CONTRACTED WITHOUT AN AGREEMENT
### CHAPTER I
### OF QUASICONTRACTS
Article 1629. Lawful and purely voluntary acts are quasi-contracts, from which it results its author is bound by a third party and sometimes a reciprocal obligation between the interested parties.

### SECTION ONE
### OF OUTSIDE BUSINESS MANAGEMENT
Article 1630. He who is in charge of the agency or administration of business voluntarily of another, without a mandate from him, is obliged to continue his management until the end of the matter and their incidents, or to require the interested party to replace him in the management, if he is in been able to do so.
Article 1631. The unofficial manager must carry out his task with all the diligence of a good father of the family, and compensate the damages that due to his fault or negligence are accrued to the owner of the goods or businesses that it manages.
The courts, however, may moderate the importance of the compensation, depending on the circumstances of the case.
Article 1632. If the manager delegates to another person all or any of the duties of his office, will be responsible for the acts of the delegate, without prejudice to the direct obligation of the latter to the business owner.
The responsibility of the managers, when there are two or more, will be joint and several.
Article 1633. The business manager will be liable for the fortuitous event when undertaking operations risks that the owner was not in the habit of doing, or when he had postponed the interest of this one to his own.
Article 1634. The ratification of the management by the business owner produces the effects of the express mandate.

Article 1635. Even if he had not expressly ratified the management of another, the owner of the property or
businesses that take advantage of the same will be responsible for the obligations contracted in its interest, and will indemnify the manager for the necessary and useful expenses that it had made and
damages suffered in the performance of his position.
The same obligation will be incumbent upon you when the purpose of the management was to avoid any
imminent and manifest damage, even if no benefit resulted from it.
Article 1636. When, without the knowledge of the person obligated to provide maintenance, a stranger gives it,
The latter would have the right to claim them from the former, unless it is stated that he gave them as an office of mercy and without
spirit to claim them.
Funeral expenses proportionate to the quality of the person and the uses of the locality must be satisfied, even if the deceased had not left property, by those who in life they would have had an obligation to feed him.

**SECTION TWO**

**OF THE COLLECTION OF WHAT IS UNDUE**

Article 1637. When something is received that there was no right to collect, and that by mistake has
been improperly delivered, the obligation to return it arises.
Article 1638. Anyone who accepts an undue payment, if he has proceeded in bad faith, must pay the
legal interest in the case of capital, or the fruits received or due to be received when the thing received I will produce them.
It will also be liable for the damages that the thing has suffered for any cause, and for the damages to the one who gave it, until he recovers it. The fortuitous case will not be paid, when it could have affected things in the same way, being in the power of the one who He delivered.
Article 1639. Whoever in good faith had accepted an undue payment of a certain thing and determined, will only be liable for the deterioration or loss of it and its accessions, insofar as by them he would have been enriched. If he had sold it, he will return the price or assign the share
to make it effective.
Article 1640. Regarding the payment of improvements and expenses made by the one who unduly received
the thing, will be in accordance with the provisions of Chapter III, Title VIII of Book II.
Article 1641. He is exempt from the obligation to restore the one who, believing in good faith that
made the payment on behalf of a legitimate and subsistent credit, would have disabled the title, or
allowed to prescribe the action, or abandoned the pledges, or canceled the guarantees of his right. He
that he unduly paid may only be directed against the true debtor or the guarantors regarding

of which the action was alive.
Article 1642. Proof of payment is up to whoever claims to have made it. He also runs to his charge of the error with which he made it, unless the defendant denies having received the thing to be claimed. In this case justified by the plaintiff the delivery, it is relieved of all another test. This does not limit the defendant's right to prove that he was owed what was supposed to have received.
Article 1643. It is assumed that there was an error in the payment when something was delivered that was never
owed or already paid or surrendered more than was owed; but the one from whom the Return can prove that the delivery was made as a matter of liberality or for other just cause.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**THIRD SECTION**
**OF ENRICHMENT WITHOUT A CAUSE**





This Section was Added by Article 7 of Law No. 18 of July 31, 1992, published in Official Gazette No. 22.094 of August 6, 1992.
Article 1643-A. Whoever has become rich without cause, at the expense or detriment of another, is
obliged, within the limits of enrichment, to indemnify the latter from its correlative decrease in equity.
Article 1643-B. The action of enrichment without cause cannot be exercised when the The injured party has another action to be compensated for the damage suffered.
Article 1643-C. The action prescribes five (5) years after the events occurred.

**CHAPTER II**
**OF THE OBLIGATIONS ARISING FROM GUILT OR NEGLIGENCE**

Article 1644. He who by action or omission causes harm to another, involving fault or negligence,
is obliged to repair the damage caused.
If the action or omission is attributable to two or more people, each of them will be jointly and severally liable for the damages caused.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1644-A. The damage caused includes both material and moral.
Non-pecuniary damage is understood to be the affectation that a person suffers in their feelings, affections,
beliefs, decorum, honor, reputation, private life, configuration and physical appearance, or in the consideration that others have of herself. When an unlawful act or omission produces moral damage, the person responsible for it will have the obligation to repair it, through a compensation in money, regardless of whether material damage has been caused, both in matter of contractual liability, as non-contractual. If it's about responsibility contractual and if there is a penal clause, the provisions therein would be.
Whoever incurs strict liability will have the same obligation to repair the moral damage.

such as the State, the decentralized institutions of the State and the Municipality and their respective
officials, in accordance with Article 1645 of the Civil Code.
Without prejudice to the direct action that corresponds to the affected party, the reparation action is not
Transferable to third parties by act between living and only passes to the heirs of the victim when the latter
have tried action in life.
The amount of compensation will be determined by the judge taking into account the injured rights,
the degree of responsibility, the economic situation of the person responsible, and that of the victim, as well as
the other circumstances of the case.
When the moral damage has affected the victim in his decorum, honor, reputation or consideration, the judge will order, at its request and at the expense of the person responsible, the publication of
an extract of the sentence that adequately reflects the nature and scope of the same, to through the media that it deems appropriate. In cases where the damage derives
of an act that has been disseminated in the news media, the judge will order that the same publicize the extract of the sentence, with the same relevance as the dissemination original.
This Article was Added by Article 8 of Law No. 18 of July 31, 1992, published in Official Gazette No. 22.094 of August 6, 1992.
Article 1645. The obligation imposed by Article 1644 is enforceable not only by acts or own omissions, but by those of those who must answer.
The father and mother are jointly and severally liable for the damages caused by the children minors or disabled persons who are under his authority and live in his company.




They are also the owners or directors of an establishment or company with respect to the damages caused by their dependents in the service of the branches in which they had them employees, or on the occasion of their functions.
The State, the decentralized institutions of the State and the Municipality are responsible when the damage is caused through the official to whom the management corresponds properly practiced, within the exercise of their functions.
Lastly, the teachers or directors of arts and crafts are responsible for the damages caused by your students or trainees, while in custody.
The responsibility referred to in this Article shall cease when the persons of private law in it mentioned above prove that they used all the diligence of a good parent to prevent the damage.
This Article was Amended by Article 9 of Law No. 18 of July 31, 1992, published in Official Gazette No. 22.094 of August 6, 1992.
Article 1646. He who pays the damage caused by his dependents may repeat of these what would have satisfied.
Article 1647. The owner of an animal, or the one who uses it, is responsible for the damages

that it will cause, even if it escapes or misplaces. This responsibility will only cease in the event that the
damage arose from force majeure or from the fault of the person who suffered it.
Article 1648. The owner of a hunting estate shall be liable for the damage caused by it in the neighboring farms, when you have not done what is necessary to prevent their multiplication or when there is
hindered the action of the owners of these farms to pursue it.
Article 1649. The owner of a building is responsible for damages resulting from the ruin of all or part of it, if it occurs due to lack of the necessary repairs.
If the building belongs to two or more undivided persons, the
compensation, pro rata of their domain fees.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1650. The owners of the damage caused will also be liable:
1. due to the explosion of machines that had not been taken care of with due diligence, and the ignition of explosive substances that were not placed in a safe and suitable place;
2. by excessive fumes, which are harmful to people or property;
3. by the fall of trees placed in a transit site, when not caused by force
higher;
4. by the emanations of sewers or deposits of infecting materials, built without the appropriate precautions to the place where they were.
Article 1651. If the damage dealt with in the two previous Articles results by default of construction, the third party who suffers it may only repeat against the architect, or where appropriate, against the
constructor, within the legal time.
Article 1652. The head of the family who lives in a house or part of it is responsible for the Damage caused by things that are thrown or dropped from it.
Article 1652-A. The manufacturer of the product that the public consumes is liable for damages and
damages caused by its products, as long as there has been fraud, fault or negligence.
This Article was Added by Article 10 of Law No. 18 of July 31, 1992,
published in Official Gazette No. 22.094 of August 6, 1992.

**TITLE XVII**





**OF THE CONCURRENCE AND PRIORITY OF CREDITS**

**CHAPTER I**

**GENERAL DISPOSITION**

Article 1653. The debtor responds with all his assets for compliance with the obligations, present and future.
Article 1654. The debtor whose liability is greater than the asset and has stopped paying his current obligations, must be presented in bankruptcy before the competent court after
that situation was known to him.
Article 1655. The declaration of bankruptcy incapacitates the bankrupt for the administration of their

goods and for any other that by law corresponds.
He will be rehabilitated in his rights after the contest, if the qualification of this does not result another cause that prevents it.
Article 1656. Due to the declaration of bankruptcy, all term debts of the bankrupt expire.
If they are paid before the time specified in the obligation, they will suffer the discount corresponding to the legal interest of the money.
Article 1657. From the date of the declaration of insolvency, all the
debts of the bankrupt, except for mortgage and pledge credits to the extent of its respective warranty.
If it is left over after the debt capital has been paid, the interests will be satisfied, reduced to the legal rate, except if the agreement is less.
The provisions of this Article must be understood in accordance with the provisions of Articles 1594,
1595 and 1596.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1658. By not mediating an express agreement to the contrary between the debtor and creditors, they shall retain
these their right, after the contest, to collect, of the goods that the debtor may subsequently acquire, the unrealized credit part.

**CHAPTER II**
**OF THE CLASSIFICATION OF CREDITS**

Article 1659. The credits will be classified, for their graduation and payment, in the order and in the
terms established in this Chapter.
Article 1660. In relation to certain movable property of the debtor, the following enjoy preference:
1. Credits for construction, repair, conservation or sale price of movable property that are in the power of the debtor, to the extent of their value;
2. Those guaranteed with a pledge that are in the power of the creditor, on the thing pledged and as far as its value reaches;
3. Those guaranteed with guarantee of effect or values, constituted in a public establishment or mercantile, on the surety and for the value of the effects of the same;
4. Credits for transportation, on the effects transported, for the price of the same, expenses and driving and conservation rights, until delivery and for thirty days after it;
5. Those of lodging, on the debtor's furniture existing in the inn;
6. Credits for seeds and cultivation and collection expenses in advance to the debtor, on the fruits of the harvest for which they served;
7. Credits for rentals and rents of one year, on the tenant's personal property existing on the leased farm and on the fruits thereof.





If the personal property on which the preference rests have been stolen, the creditor may claim them from whoever had them, within a term of thirty days from the occurrence of the subtraction.

Article 1661. In relation to certain real estate and real rights of the debtor,
enjoy preference:
1. Credits in favor of the State, on the assets of taxpayers, for the amount of the
taxes that gravitate on them;
2. The credits of the insurers, on the insured goods, for the insurance premiums of
two years; and, if it is mutual insurance, for the last two dividends that have been distributed;
3. Mortgage and antidepressant credits registered in the Public Registry, on assets
mortgaged and subject to antichresis;
This Numeral was Modified by Article 7 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
4. Preventive credits recorded in the Property Registry, by virtue of
court order, for seizures, kidnappings, or execution of judgments, on property
scored, and only for subsequent credits.
Article 1662. In relation to the other movable and immovable property of the debtor, they enjoy
preference:
1. The credits in favor of the Municipality for the taxes owed by the bankrupt do not
included in Article 1661, Number 1;
2. The accrued:
a For legal and bankruptcy administration expenses in the common interest of creditors,
done with proper authority or approval;
b For the funerals of the debtor, according to the use of the place, and also those of his wife and
his
children constituted under their parental authority, if they did not have their own assets;
c For expenses of the last illness of the same people, caused in the last year,
counted until the day of death;
d For wages and salaries of dependents and domestic servants, corresponding to the last
year;
e By anticipations made to the debtor, for himself and his family, constituted under his authority,
in
groceries, clothing or footwear, in the same period of time;
f For alimony during the bankruptcy trial, unless they are merged into a
title of mere liberality;
3. The credits that without special privilege are:
a In public deed;
b By final judgment, if they had been the subject of litigation; and
c In private documents that contain a certain date.
The certain date of a private document will be the one that results from the day the
The signatures of the grantors have been affixed or recognized before a Notary Public who has
done so
certificate in the same document.
These credits will have preference among themselves by the order of seniority of the dates of the
deeds, judgments and documents.
This Article was Amended by Article 8 of Law No. 42 of November 21, 1930,
published in Official Gazette No. 5,895 of December 27, 1930.
Article 1663. Credits of any other class, or for any
another title, not included in the previous Articles.

Article 1664. The credits that enjoy preference in relation to certain assets
furniture, exclude all others up to the extent of the total value of the furniture to which the preference is concerned.
If two or more concur with respect to certain pieces of furniture, they will be observed, in terms of priority
for your payment, the following rules:
1. Pledge credit excludes others to the extent of the value of the thing given in
garment.
2. In the case of surety, if it is legitimately constituted in favor of more than one
creditor, the priority among them will be determined by the order of dates of the provision of the warranty.
3. Credits for seed advances, cultivation and collection expenses, will be preferred to
those of rents and rents on the fruits of the harvest for which they served.
4. In all other cases, the price of the furniture will be distributed pro rata among the credits that enjoy special preference in relation to them.
Article 1665. The credits that enjoy preference in relation to certain assets
real estate or real rights, exclude all others by their amount up to the extent of the
value of the property or real right to which the preference refers.
If two or more credits concur with respect to certain real estate or real rights,
will observe, regarding their respective priority, the following rules:
1 They will be preferred in their order, those expressed in numbers 1 and 2 of Article 1661, to the
included in the other numbers of the same.
2 The registered mortgages and antidepressants expressed in number 3 of Article 1661, and those included in number 4 of the same, will enjoy priority among themselves by the order of antiquity of the respective inscriptions or annotations in the Public Registry.
This Numeral was Amended by Article 8 of Law No. 52 of December 7, 1962,
published in Official Gazette No. 14,779 of December 18, 1962.
Article 1666. The remainder of the debtor's estate after paying the credits that enjoy preference in relation to certain property, movable and immovable, will be accumulated to the free that he may have for the payment of other credits.
Those who, enjoying preference in relation to certain assets, movable or immovable, do not had been fully satisfied with the amount of these, they will be, in terms of the deficit, for the order and in the place that corresponds to them, according to their respective nature.
Article 1667. Credits that do not enjoy preference in relation to certain assets, and
those who enjoy it for the unrealized amount or when the right to
preference, they will be satisfied according to the following rules:
1 By the order established in Article 1662;
2 The preferred ones by dates, in the order of these, and those that had it in common, pro rata;
3 The common credits referred to in Article 1663, without regard to their dates
when these do not appear true.

The Numeral was Modified by Article 9 of Law No. 42 of November 21, 1930, published in Official Gazette No. 5,895 of December 27, 1930.
This Article was Amended by Article 1 of Law No. 43 of 1925, published in the Gazette Official No. 4,622 of April 25, 1925.

**TITLE XVIII**
**OF THE PRESCRIPTION**
**CHAPTER I**
**GENERAL DISPOSITION**

Article 1668. By prescription are acquired, in the manner and with the conditions determined in the law, the domain and other real rights.





Rights and actions are also extinguished in the same way by prescription, of whatever class they are.

Article 1669. People can acquire property or rights through prescription able to acquire them by other legitimate ways.

Article 1670. Rights and actions are extinguished by prescription to the detriment of all class of persons, including legal persons, in the terms provided by Law, except as provided in the next Article.

Persons prevented from managing their assets are always safe from the right to claim against their legitimate representatives, whose negligence would have been the cause of prescription.

Notwithstanding the provisions of the preceding paragraphs, the lands owned by the Nation, the Municipalities and official autonomous and semi-autonomous entities are imprescriptible.

This Article was Amended by Article 1 of Cabinet Decree No. 75 of March 21, 1969, published in Official Gazette No. 16,328 of March 27, 1969.

Article 1671. The ordinary prescription can be suspended without being extinguished; in that case, ceasing
the cause of the suspension is counted to the possessor the time of her, if any there was.

The ordinary prescription in favor of minors, the insane and the deaf is suspended.

The prescription is always suspended between spouses.

Article 1672. The prescription earned by a co-owner or commoner takes advantage of the others.

Article 1673. The prescription produces its legal effects in favor and against the inheritance before being accepted and during the time allotted for taking inventory and for deliberate.

Article 1674. People with the capacity to sell may waive the prescription won; but not the right to prescribe for the future.

It is understood tacitly waived the prescription when the waiver results from acts that make suppose the abandonment of the acquired right.

Article 1675. All things that are in the trade of the mens.

Article 1676. Creditors and any other person interested in enforcing the prescription, They may use it despite the express or tacit resignation of the debtor or owner.

Article 1677. The provisions of this Title are understood without prejudice to what in this Code or special laws established with respect to certain cases of prescription.

**CHAPTER II**
**OF THE PRESCRIPTION OF THE DOMAIN AND OTHER REAL RIGHTS**

Article 1678. For the ordinary prescription of the domain and other real rights it is necessary possess the things in good faith and fair title for the time determined by law.

Article 1679. Possession must be public, peaceful and uninterrupted.

This Article was Amended by Article 1 of Law No. 43 of 1925, published in the Gazette Official No. 4,622 of April 25, 1925.

Article 1680. The acts performed in the law do not take advantage of the prescription, nor confer possession,
under license or by mere tolerance of the owner, nor the omission by the latter of acts of mere faculty.





This Article was Amended by Article 1 of Law No. 43 of 1925, published in the Gazette Official No. 4,622 of April 25, 1925.

Article 1681. Possession is interrupted, for the purposes of prescription, natural or civilly.

Article 1682. Possession is naturally interrupted when, for any reason, it ceases in her for over a year.

Article 1683. Civil interruption is produced by the presentation of the demand, of in accordance with the provisions of the Judicial Code.

Article 1684. The presentation of the claim does not produce interruption in the following cases:
1. If the plaintiff desists from the claim or lets the instance expire;
2. if the holder is acquitted in the lawsuit.

Article 1685. Any express or tacit recognition that the holder made of the right of the owner, also interrupts possession.

Article 1686. Prescription will not take place against a title registered in the Public Registry. ordinary domain or real rights to the detriment of a third party, but by virtue of another title also registered, having to start running the time from the registration of the second.

Article 1687. The good faith of the holder consists in the belief that the person of whom received the thing he owned it, and could transmit his domain.

Article 1688. The conditions of good faith required in Articles 418 to 421 of this Code, are also necessary for the determination of that requirement in the prescription of the domain and other real rights.

Article 1689. A fair title is understood to be that which is legally sufficient to transfer the domain or
real right whose prescription is concerned.

Article 1690. The title for the prescription must be true and valid.

Article 1691. The just title must be proven; it is never presumed.

Article 1692. The ownership of movable property is prescribed by the uninterrupted possession of
three years in good faith.
The domain of movable things is also prescribed by the uninterrupted possession of six years, without the need for any other conditions.
Regarding the right of the owner to claim the lost personal property or that it had been

illegally private, as well as with respect to those acquired in public sale, on the stock exchange, fair or
market, or of a legally established merchant usually dedicated to the trafficking of objects similar, the provisions of Article 450 of this Code will be followed.
Article 1693. Stolen or stolen movable things may not be prescribed by those who stolen or stolen, nor by accomplices or accessories, unless the crime or fault has prescribed, or his penalty, and the action to demand civil responsibility, born of the crime or fault.
Article 1694. The domain and other real rights over real estate are prescribed by the possession for ten years between present and twenty between absent, in good faith and just title.
Article 1695. For the purposes of prescription, the person who resides outside the Republic of Panama.




If part of the time was present and part absent, every two years of absence will be considered as one to complete the present ten.
The absence that is not for a whole and continuous year will not be taken into account for the calculation.
Article 1696. Domain and other real rights over property are also prescribed.
real estate for its uninterrupted possession for fifteen years, without the need for a title or good faith, and without distinction between present and absent, except for the exception determined in the
Article 521.
This Article was Amended by Article 1 of Law No. 44 of November 20, 1958, published in Official Gazette No. 13,701 of December 1, 1958.
Article 1697. In computing the time necessary for the prescription, the following are observed following rules:
1. The current holder can complete the time necessary for the prescription, joining the his that of his deceased;
2. It is presumed that the current holder, who would have been in a previous time, has continued being so during the intervening time, unless proven otherwise;
3. The day on which the time begins is taken in full; but the last one must be fulfilled in its entirety.

**CHAPTER III**
**OF THE PRESCRIPTION OF THE ACTIONS**

Article 1698. Actions prescribe for the mere period of time set by law.
Article 1699. Real actions on movable property prescribe six years after loss the possession, unless the possessor has gained the domain for less term, in accordance with the Article 1692, and except in cases of loss and public sale, and theft or robbery, in which It will be in accordance with the provisions of the third paragraph of the cited Article.
Article 1700. Real actions on real estate prescribe after fifteen years.
This provision is understood without prejudice to the provisions for the acquisition of the domain or
real rights by prescription.
This Article was Amended by Article 1 of Law No. 44 of November 20, 1958, published in Official Gazette No. 13,701 of December 1, 1958.

Article 1701. Personal actions that do not have a designated term prescribe in seven years.
special prescription.
Article 1702. The accessory actions prescribe together with the main ones.
Article 1703. It does not prescribe between co-heirs, co-owners or owners of neighboring estates the
action to request the partition of the inheritance, the division of the common thing or the demarcation of the
contiguous properties.
Article 1704. For the course of five years, the actions to demand the
fulfillment of the following obligations:
1 That of paying alimony;
2 The one to satisfy the price of the rents, be these of rustic properties or urban properties.
Article 1705. For the course of two years, the actions to comply with the
following obligations:
1. To pay the lawyers, notaries, experts, depositaries, interpreters, parties and
arbitrators their fees and rights, and expenses and disbursements that they would have made in the
dispatch of their positions or offices in matters to which the obligations refer;




2. To satisfy the pharmacists for the medicines they supplied; to the doctors,
engineers, surveyors, chemists, professors and teachers, their fees and stipends for the
teaching they gave, or by exercise of their profession, art or trade;
3. That of paying the innkeepers the food and room, and the merchants, the price of the
genres sold to others who are not, or that being dedicated to different traffic.
The time for the prescription of the actions referred to in this Article will be counted from when the respective services or supplies were no longer provided.
This Article was Amended by Article 12 of Law No. 18 of July 31, 1992,
published in Official Gazette No. 22,094 of August 6, 1992.
Article 1706. The civil action to claim compensation for slander or injury or to demand
civil liability for the obligations derived from the fault or negligence of which the
Article 1644 of the Civil Code, prescribes in the term of one (1) year, counted from the
knew the aggrieved.
If a criminal or administrative action is initiated in a timely manner for the events set forth in subsection
above, the prescription of the civil action will be counted from the execution of the criminal sentence
or the administrative resolution, as the case may be.
For the recognition of the civil claim, in no case is the intervention of
criminal jurisdiction.
This Article was Amended by Article 13 of Law No. 18 of July 31, 1992,
published in Official Gazette No. 22,094 of August 6, 1992.
Article 1707. The time for the prescription of all kinds of actions, when there is no
special provision that otherwise determines, will be counted from the day they were able to exercise.

Article 1708. The time for the prescription of actions that are intended to claim the compliance with capital obligations with interest or income, runs from the last payment of the income or interest.
Article 1709. The time of prescription of actions to demand compliance with obligations declared by sentence, starts from the sentence was executed.
Article 1710. The term of the prescription of the actions to demand the rendering of accounts it runs from the day those who had to render it ceased in their positions.
The one corresponding to the action for the result of the accounts, from the date this was recognized by stakeholder agreement.
Article 1711. The prescription of actions is interrupted by their exercise before the courts, for extrajudicial claim of the creditor and for any act of recognition of the debt by the debtor.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.
Article 1712. The interruption of the prescription of actions in joint and several obligations It takes advantage or harms all creditors and debtors alike.
This provision also applies to the heirs of the debtor in all kinds of obligations.
In joint obligations, when the creditor does not claim from one of the debtors more that the part that corresponds to him, the prescription with respect to the others is not interrupted co-debtors.
Article 1713. The interruption of the prescription against the main debtor by claim Judicial debt also takes effect against your guarantor; but it will not harm this one produced by extrajudicial claims of the creditor or private acknowledgments of the debtor.




**BOOK FIFTH**
**THE NOTARIES AND PUBLIC REGISTRY**
**TITLE I**
**OF THE NOTARIES**
**CHAPTER I**
**OF PUBLIC NOTARIES**
Article 1714. There will be in the Republic the number of Public Notaries established by the Code
Administrative.
Article 1715. The reception, extension and authorization of the declarations, acts and contracts to that natural or legal persons must or want to give authenticity and public proof, According to the law, they are in charge of the Notary Public.
Article 1716. The functions of the Notary Public can only be exercised by each Notary within the circumscription of the respective Circuit of Notary; all acts and contracts that were of such circumscription authorize a Notary in his official capacity, they are null.
However, the acts and contracts granted in the Canal Zone before any Notary of the circuits of Panama and Colón.
Article 1717. The Notary is prohibited from authorizing deeds, acts, declarations or instruments peculiar to his trade, in which the Notary himself has a direct interest, or his

ascendants, descendants or siblings and the spouses of these or of those, or the wife of the Notary, the ascendants, descendants or siblings of the same woman.
The clauses that result from the direct interest, in
any of the cases of the prohibition contracted in the preceding subsection. The rest contained in the deed, act, declaration or instrument, will not be void.
Article 1718. In places that are not head of the Notary, will exercise the functions of Notary the secretary of the Municipal Council, in the extension of powers of all kinds, substitution of powers, protests and other acts whose delay is detrimental, which must grant the people who are physically unable to travel to the head of the Circuit of
Notary public and in the granting of deeds on contracts whose principal value does not exceed two hundred and fifty balboas.
Article 1719. The secretaries of the Municipal Council who exercise notarial functions shall They will adjust to the provisions of this Title for the performance of said meetings.

**CHAPTER II**
**OF THE PROTOCOLS**

Article 1720. Notaries will keep a protocol that will be formed with public deeds and with the documents that by provision of the law or by will of the interested parties have to be added to it.
Article 1721. The protocol will consist of as many volumes as required by the amount of documents that form it.
Article 1722. Each volume will be foliated and a signed closing note will be placed at the end of it.
with full signatures by the Notary and two witnesses, stating the date and content of the first and of the last of the instruments that make up each volume, the number of pages signed and the total of instruments, with expression of those in force and those canceled.
The closing note will be posted within four days following the one on which the opening of a new volume of the protocol.




Article 1723. Each volume will have an index of the instruments that compose it with expression of the grantors and the content of each instrument, mentioning the current ones and the
canceled, with the citation of the corresponding folios.
Article 1724. In addition to the partial index that must be added to each volume, the notary will take
a general index in alphabetical order, of the protocol of each year, in which the deeds as they are granted.
Article 1725. The entries in this index must go in the letter corresponding to the surname of each party granting in the case of acts or contracts in which two or more have intervened parts.
Article 1726. The protocols will be guarded with the greatest vigilance by the Notaries, of whose offices should not be removed. If any authority has to carry out an inspection personal in some protocol, will be transferred to the office of the respective Notary for the practice of the
diligence.

## CHAPTER III
## ACTS AND INSTRUMENTS THAT HAPPEN BEFORE NOTARIES AND ISSUED COPIES

Article 1727. In the Notary Public the law deposits the public faith regarding the acts and contracts that
must pass before him, and his confidence regarding the documents that are placed in the custody of the
same Notary. Consequently, it is his responsibility to record the dates of such acts and contracts, the names of the people who participated in them, and the species, nature and circumstance of the same acts and contracts. The vigilant guard of
all the instruments that pass before him and the pieces and proceedings, which, by precept of the law
or court order, be inserted in the protocols of the Notaries, or that they are guarded
in the same Notary's Office.

Article 1728. The instruments that are granted before a Notary Public and that he incorporates in the
respective protocol are public instruments.

They must, therefore, pass or be granted before a Notary the acts and contracts that the law requires that
recorded in public instrument.

Article 1729. What has been said in the previous Article does not exclude that they are also granted in advance
Notary the acts and contracts whose evidence the parties want to be consigned in writing public, even when the law has not ordered such a formality for such acts or contracts.

Article 1730. The attestations made by the Notaries at the foot of the
private document.

Article 1731. All the instruments issued in a Notary's Office in the period of validity of
The books will be listed below, putting in letters the number that corresponds to the instrument. Each instrument will start on a different sheet from the one on which the above and a clearing will be left at the beginning to be filled with the corresponding number when
sign the deed.

The numbering will be continuous in all the instruments that extend in the same period of validity even when with them different volumes are formed.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

Article 1732. The dates and amounts that must be mentioned in the instruments are
they will extend in letters and not in numeral figures. However, if after having expressed in letters
an amount, the grantors would like the following to be expressed in numeral figures





same quantity, this can be done by immediately putting the respective figures in parentheses numerals that express the same amount expressed in letters.

Article 1733. It is absolutely forbidden to use initials in the names and surnames of the

grantors, and in the names of things, and of abbreviations in the words of the instruments, scrape what was written on these or erase it so that what was written remains unintelligible. The names, surnames and words must be written completely, and when a mistake is made or Mistake in writing, it will be amended or underlined by placing the words in parentheses that you want them not to be valid, writing between lines those that must be added.
In all cases of this Article, it will be placed outside the respective instrument, in front of the corrected, a note repeating in full the words amended, underlined or superimposed, expressing their status, and if they are valid or not, note that it will be signed with the usual signature of
the grantors, the instrumental witnesses and the Notary Public. If due to the vast extension of Once the note in the margin does not fit, it will be placed at the end of the instrument; and if it is already
this signed, followed by him, signing the note as stated, the grantors, witnesses and the Notary.
Article 1734. In any case in which the notes to
that the previous Article is contracted, the corrections will not be valid, and credit will be given to
originally written, without prejudice to demanding the responsibility incurred by the Notary or whoever turns out to have made the corrections.
Article 1735. Any act or contract that must remain in the protocol must be signed with the usual signature by the grantors, by two witnesses over twenty-one years old, neighbors of the Circuit of
the Notary and of good credit and by the Notary, who will attest to everything; the two witnesses are called
instrumental witnesses.
The instrumental witnesses must be present at the time the instrument is read to the grantors, hear that they approve it and see that they sign it.
If any of the grantors does not know or cannot sign, a different witness from the instrumental ones, that meet the circumstances that are required in these.
Article 1736. Those who are deprived of the use of reason cannot be instrumental witnesses, or with judicial prohibition to testify, nor the ascendants, descendants, brothers, uncles, nephews, spouses, in-laws, sons-in-law and brothers-in-law of the grantors or the Notary, nor the persons
who have a direct interest in the instrument in question, nor subordinates, dependents or of the grantors, the Notary Public and the other persons mentioned in this Article.
Article 1737. Regarding the number and qualities of the witnesses in the wills, the provided in Title III, Book III of this Code.
Article 1738. The Notary must know the people who ask him to perform his office; yes you do not know them, you should not lend it to them unless two people you know and of good credit, in whom the other qualities required for the instrumental witnesses concur, that they ensure they know the grantors, and that they are called as they express. These people are
they will name credit witnesses. The instrument will mention this circumstance, naming the payment witnesses, who will sign the instrument with the grantors, the instrumental witnesses and the notary.

Article 1739. Notaries are responsible for the formal part and not for the substance of the acts and
contracts that authorize.
However, when any act or contract, or when any clause of the act or contract seems to him illegal, you must warn the parties, without refusing authorization in any case.
Article 1740. Notaries are not responsible for the legal capacity or aptitude of the parties.
to execute the act or celebrate the contract that they solemnize; but they do answer that the witnesses
instrumental, and where appropriate, fertilizer, meet the qualities required by law.




Article 1741. However, from the provisions of the previous Article, if the Notary is satisfied that grantors do not have the legal capacity or aptitude to bind themselves, it will warn the same grantors; and if they insist on granting the instrument, the
Notary public will extend and authorize it, leaving in the instrument the due record of the warning given to the grantors and their insistence.
Article 1742. Regarding the grantors who themselves express to the Notary their inability to be bound, the Notary will not lend them his office for the conclusion of contracts.
Nor will the Notary public lend his office to the person of whom he has evidence that he is absolutely incapable of committing himself, like the insane, or the deaf-mute who cannot understand in writing, whose disabilities are noticed or recognized by the Notary in time to enter into the contract, or to the person whose disability the Notary has official evidence, such as the one that has been declared in judicial interdiction to administer its assets by sentence published by the printer or legally communicated to the Notary Public.
Article 1743. As a general rule, the instruments issued before a Notary Public will contain: number that corresponds to them in the instrumental series; the place and date of the grant; the legal name of the Notary by whom it is granted; names and surnames, gender, status civil, age, nature and domicile of the grantors, or of their legal representatives (the persons legal entities will be designated by their legal name and will extend to their representatives what above it is said of the legal representatives of natural persons); the species or nature of the act or contract, with all the circumstances that clearly make known the rights that are given and the obligations that are imposed, with expression of the guarantees or mortgages that are constituted or of the encumbrances or limitations that are imposed on the right to
ownership and the origin or provenance of the transferor's title.
Article 1744. In the instruments granted, the things and amounts will be determined according to an unequivocal way and if it is mainly or occasionally real estate, it will be stated the following circumstances:
1. The nature, location, capacity, boundaries, street and number (if it is an urban property) and name
of the property, direct or indirect object of the instrument;
This Numeral was Modified by Article 10 of Law No. 42 of November 21, 1930, published in Official Gazette No. 5,895 of December 27, 1930.
2. The nature, value, extent, condition and charges of any kind of the right to which the instrument refers; and

3. The name and surname, sex, state, age, nature and address of the person in whose favor the transmission of a right and those of those who transmit it.
If the contract agrees to guarantee, the concurrence of the guarantor and the terms in which it is obligated.
When the instruments refer to properties registered in the Public Registry, they will not be repeated.
the circumstances of the ordinal first but mention will be made of the modifications indicated by the
new title and the seat in which the inscription is located.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1745. Every instrument will end with the usual signatures of the grantors, of the other people who have intervened in the act or contract, the payment witnesses, where appropriate, the instrumental witnesses, and the notary, leaving a record of the number
corresponds to the instrument that was granted and with that number, in letters, the clearing that is
has left at the beginning as established in Article 173l.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.




Article 1746. When the language of the grantors or of any of them is not Spanish, the
A notary must ask them if they understand that language. If they answer negatively, the deed must be given with the intervention of an official interpreter or an ad hoc interpreter appointed by
the Notary, under penalty of nullity.
If the answer is affirmative, it will be recorded and the deed cannot be canceled.
although later it is proven that the grantors or one of them did not know Spanish.
Article 1747. The instrument granted will be null and void without the Notary certifying that he made the
question what the previous Article is about, when it turns out that the grantors or one of them does not
they knew Spanish.
Article 1748. The Notary Public shall be responsible for the damages caused by the lack of compliance with the provisions of Article 1746.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1749. The grantors may draft the instrument themselves, containing the
necessary designations, according to the nature of the instrument itself, in which case it will insert the
Notary the writing that is given, putting the heading and footer that correspond to the act or contract for the instrument to be contracted.
Article 1750. If the drafting of the instrument is entrusted to the Notary by the interested parties, the
will execute in simple terms using the words in their legal meaning, adhering to

precisely as agreed, without imposing conditions that have not been manifested and without inserting
unnecessary clauses.
Article 1751. Natural or legal persons may carry out the protocolization of the
documents that they want to be placed in the protocol, and the Notary shall proceed to record the document in the place and with the corresponding number.
Due to the protocolization, the protocol document does not acquire greater strength and firmness than
originally have, since the object of the measure is only the security and custody of the document protocol.
Article 1752. Notaries will issue to any person duly authenticated copies of
the acts and contracts that are incorporated in the protocol, inserting in said copies the marginal notes contained in the original.

**TITLE II**

**FROM THE PUBLIC REGISTRY**

**CHAPTER I**

**GENERAL DISPOSITION**

Article 1753. The Public Registry has the following objects:
1. Serve as a means of incorporation and transfer of ownership of real estate and of
other real rights constituted in them;
2. Give effectiveness and publicity to the acts and contracts that impose taxes or limitations.
to the domain of the same assets;
3. Establish in a reliable way everything related to the capacity of natural persons, to the constitution, transformation or extinction of legal persons, to all kinds of mandates
general and all legal representations; and
4. Give greater guarantees of authenticity and security to the documents, titles or acts that must register.
Article 1754. The Public Registry comprises four sections:
1. That of the Property Registry;





2. That of the Mortgage Registry;
3. That of the Registry of Persons;
4. That of the Mercantile Registry.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1755. The Registry is public and can be freely consulted by anyone.
Article 1756. Only titles that consist of a public deed can be registered in the Registry, judgment or writ of execution or other authentic document, expressly determined by the law for this purpose.
Article 1757. The registration may be requested by the Notary before whom it has been granted or
protocolized the instrument, or by whoever has an interest in ensuring the right to
register, or by their legal representative or attorney-in-fact. It is presumed that whoever brings the instrument to the

The Registry has the power for that purpose and to file all legal remedies that may arise.
place.
Article 1758. Real rights or encumbrances can be constituted by whoever has registered their right to do so in the Registry, or by whoever acquires it in the same instrument of its Constitution.
Article 1759. Any registration made in the Public Registry will express:
1. The day and time the document was submitted to the Registry, and the name of the person who submitted it;
2. The name and residence of the judicial authority or the Notary who authorizes the title;
3. The nature of the title to be registered and its date.
Article 1760. If in any inscription it is omitted to express any of the circumstances general or special required by law, or if they are expressed in a different way from how they appear
in the title, it may be rectified at any time at the request of the interested party. If by default of circumstances or due to obscurity or inaccuracy when expressing them, the owner was harmed or induced
by mistake a third party, the Registrar will be responsible for the damages and losses. But bliss rectification will not harm a third party except from its date.
The action against the Registrar prescribes after ten years.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1761. The titles subject to registration that are not registered, do not harm third parties but from the date of its presentation in the Registry.
A third party will be considered to be one who has not been a party to the act or contract to which the
inscription.
The heir or legatee will not be considered a third party with respect to the acts or contracts of the deceased.
Article 1762. The registration does not validate the acts or contracts registered that are null or voidable according to law. However, the acts or contracts that are executed or granted by person who appears in the Registry with the right to do so, once registered, they will not be invalidated in
Regarding a third party, even if the grantor's right is later annulled by virtue of the title not registered
or of implicit causes or of causes that although explicit are not recorded in the Registry.
Article 1763. The actions of rescission or resolution will not harm a third party who has 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 in the following cases:
1st. When the second sale has been made for profit; and

2nd. When the third party has had knowledge of the debtor's fraud.

**CHAPTER II**

**OF THE PROPERTY REGISTRY**

Article 1764. In the first section of the Public Registry, the following shall be registered:

1. The titles of ownership over real estate;

2. The titles that constitute, modify or extinguish rights of usufruct, use, habitation, easement, antichresis and any other real rights other than the mortgage.

The titles that deal with real estate leasing may or may not be registered; but only they harm third parties if they had been registered.

This Article was Amended by Article 9 of Law No. 52 of December 7, 1962, published in Official Gazette No. 14,779 of December 18, 1962.

Article 1765. Any registration made in the Property Registry relating to real estate, It will express, in addition to the circumstances of any registration, those required by Article 1744.

In the other inscriptions that refer to the same farm, the circumstances of the ordinal 1, but mention will be made of the modifications indicated by the new title and of the entry in

let the inscription be found

Article 1766. The easements shall be recorded in the same property registration of the dominant property and servant.

Article 1767. Once a property transfer title has been registered, no another that contradicts the registered right.

Article 1768. Of any registration made in the other sections of the Public Registry, Relating to a property, a note will be taken in the registration of the Property Registry.

Article 1769. All property that is registered in the Property Registry will be designated with a number, and with that number said property will be known and determined in the certifications and copies that are issued and in the cadastres for the collection of taxes.

Article 1770. The person who builds or has built on someone else's land, by virtue of a contract with the owner of the land, you may register your ownership title, in accordance with the Judicial Code.

Article 1771. The owner who lacks a registered title may register his right to domain, previously justifying the means of acquisition and possession of more than ten years. This registration will not harm the person who has the best right to own the property, even if your title has not been registered, as long as your right has not expired for the period necessary for ordinary prescription.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 1772. For the registration of the constructions, plantations and modifications that are made after the registration of the land in which they are verified, and for the cancellation of the inscriptions relative to those that are destroyed, the manifestation of the interested, constant in public instrument.

**CHAPTER III**

**OF THE MORTGAGE REGISTRY**

Article 1773. The titles in which it is constituted shall be registered in the Mortgage Registry, modify or extinguish any right of mortgage or other lien on property.
Article 1774. The entry made in this Registry must express, in addition to the general circumstances:
1 The names, surnames, addresses and qualities of the creditor and the debtor,
2 The date and nature of the contract accessed by the mortgage or the respective lien; he file where that contract is located and the amount of the credit and its terms and conditions. If he credit causes interest, the rate of them, and the date from when they must run;
3 Citation of the number of the mortgaged or encumbered property in the Land Registry and volume and folio containing its description or the nature of the real right mortgaged or encumbered,
with the other circumstances that characterize it.
Article 1775. The registration of the mortgage title on a land includes all the constructions, plantations and modifications that exist in it even when they have not mentioned in said title, and also includes without the need for new registration, all the constructions, plantations and modifications made to it after the registration of the mortgage.
This Article was Amended by Article 11 of Law No. 42 of November 21, 1930, published in Official Gazette No. 5,895 of December 27, 1930.

**CHAPTER IV**
**REGISTRATION OF PERSONS**

Article 1776. The following shall be registered in the section of persons of the Public Registry:
1. The judgments, the final orders and the authentic documents by virtue of which the civil capacity of the people is modified;
2. The sentence in which the presumption of death by disappearance is declared and who they are
the heirs placed in provisional or definitive possession of the assets;
3. The sentence in which the insolvency or bankruptcy is declared;
4. The car by which a guard is discerned;
5. The authentic document stating that the position of the appointed executor has been discerned by the testator, by the judge or by the heirs;
6. The public and authentic documents in which a legal person is constituted or given representation;
7. This Numeral was Repealed by Article 45 of Decree Law No. 5 of July 2, 1997, published in Official Gazette No. 23,327 of July 9, 1997.
8. The special powers as long as they confer power to enter into an act or contract subject to the formality of the Registry, unless the special power of attorney is inserted in the deed that
granted by the agent;
9. The general powers for lawsuits;
10. The marriage agreements when they mention real estate.
Article 1777. The entry in the Register of Persons will express, in addition to the conditions of any seat, the kind of disability, faculty or right that results from the title, with indication of the name, surname and neighborhood of the people that appear in the document.

**CHAPTER IV**
**OF THE COMMERCIAL REGISTRY**

Article 1777-A. In the Mercantile Registry Section of the Public Registry all those acts or contracts to which the Commercial Code requires this formality.
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This Article was Added by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER V**

**OF THE PROVISIONAL ENTRIES**

Article 1778. In addition to the definitive inscriptions dealt with in the previous Chapters, There will also be provisional registrations that will be made in the respective sections of the Registry.

Public when it comes to the following documents or judicial acts:

1. Lawsuits over ownership of real estate and any others that relate to ownership of real rights, or in which the constitution, declaration, modification, limitation or extinction of any real right over real estate;
2. Demands on cancellation or rectification of registry entries;
3. The demands on declaration of presumption of death, appointment of curator and any others, by which it is intended to modify the civil capacity of the people in regarding the free administration of their assets;
4. The real estate seizure cars. This registration will be valid for as long as the procedural laws provide and it will be canceled in accordance with them;
5. The seizure made of real estate;
6. The titles whose registration cannot be made definitively due to rectifiable faults. This Registration produces the effects of the definitive registration for six months and will in fact remain canceled if the defect is not corrected within that term.

Correctable faults are those that affect the validity of the title without necessarily producing nullity.

of the obligation constituted therein; that of not having previously registered the domain or right that it is in favor of the person who transfers it or serious; that of not having done the registration with all the requirements required by the new registration system, as they are titles prior to the entry into force of Law No. 13 of 1913, and the new title should not be subject to the prescriptions of the Civil and Judicial Code to correct these omissions, and, in general, all defect in the form of the title or in its essence that, without completely invalidating it, prevents its definitive inscription.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

Article 1779. The provisional inscriptions referred to in cases 1, 2 and 3 of Article above, they become final by filing in the Registry of the respective final judgment.

That of case 6 when the defect is remedied within the six pre-set months, or the reason for which the definitive inscription was not made.

Article 1780. Provisional registration, like the definitive one, takes effect with respect to third parties.

from the date of presentation of the title.

## CHAPTER VI
## OF THE CANCELLATION AND RECTIFICATION OF THE REGISTRY

Article 1781. Entries in the Property Registry and in the Mortgage Registry are not extinguish, as for third parties, but by cancellation or by the registration of the transmission of the
domain or real right registered in favor of another person.

The mortgages registered or detained for defective, which appear past due for the period that this code establishes for the prescription of the consequent actions, without the Registry resulting interruption of the prescription, will not take effect against third parties from the date on which such
Prescription is admissible, and the registrar, when registering new titles related to the property, will pay attention
disregard of such charges.

Article 1782. The total cancellation of an inscription in the
following cases:





1. When the property object of the registration, or the registered real right, is extinguished;
2. When the title under which the registration has been made is declared null;
3. When the registration has been made, in contravention of the prohibitions contained in the present Title.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

Article 1783. Partial cancellation may be requested and must be decreed when the
real estate object of registration, or when the real right is reduced in favor of the owner of the taxed estate.

Article 1784. An inscription shall not be canceled except by virtue of an order or final judgment or
deed or authentic document in which they express their consent for the cancellation of the person in whose favor the registration has been made or his successors in title or representative legitimate.

Article 1785. When the provisional registration refers to decrees of seizure or kidnapping or legal claim, will be canceled by virtue of the final judgment in which the
disembarkation or lifting of the kidnapping or the defendant is acquitted of the lawsuit or car in which the expiration of the instance is declared.

Article 1786. In the Register of Persons, registrations will be totally or partially canceled in by virtue of a public or authentic document in which it is legally established that
modified the administrative powers that are the object of the registration.

Article 1787. The cancellation may be declared void in the following cases:
1. When the title under which it was made is declared null or false;
2. When it has been verified by error or fraud.

In both cases the nullity only harms subsequent third parties when they have registered later the demand established to be declared in court.

Article 1788. The general registrar may rectify by himself, under his responsibility, errors or

omissions contained in the main or secondary registration entries, when in the
Dispatch still exists the respective title.
Even when the title is not already in the Office, you can also rectify errors or omissions committed in secondary entries, if the main inscription is sufficient to make them known and is possible to rectify them for her.
Article 1789. When the title does not exist in the office or is sufficient, in the case of seats secondary, the main inscription to make known and rectify the error or omission, not
The rectification may be made except by court order.
Article 1790. Whenever the Registrar notices an error of which they cannot rectify themselves, will order a warning marginal note be placed on the seat and will notify it by the official newspaper
and will notify the interested parties at the offices of the office, if he cannot notify them personally.
This marginal note does not cancel the registration; but it restricts the owner's rights in such a way,
that as long as the rectification is not canceled or practiced, where appropriate, no operation can be carried out
some later, relative to the seat in question. If by mistake an operation is registered
later will be null.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER VII**
**REGISTRATION EFFECTS**





Article 1791. None of the titles subject to registration or registration, according to the provisions that precede, will make faith in judgment or before any authority, employee or public official if not
has been registered in the Public Registry, unless the aforementioned title is invoked by third parties
as evidence in court against any of the parties involved in the act or contract
registered or against their heirs or representatives, or that is invoked as evidence between them contracting parties or their heirs or representatives, in the actions they exercise among themselves with
reason for the contract.
The provisions of this Article do not preclude the acceptance as evidence, public deeds with which is to verify facts or acts that do not imply domain over real estate.
This Article was Amended by Article 1 of Law No. 43 of March 13, 1925,
published in Official Gazette No. 4,622 of April 25, 1925.
Article 1792. All titles previously registered in the Circuit Registry offices,
corresponding to the current owners of the properties, they must be re-registered in the Public Registry.
This registration may be made at any time, but the respective instruments will not be admitted as evidence against third parties, in court, as long as this formality has not been completed.

This Article was Amended by Article 1 of Law No. 43 of March 13, 1925, published in Official Gazette No. 4,622 of April 25, 1925.

**CHAPTER VIII**

**OF THE ORGANIZATION OF THE PUBLIC REGISTRY**

Article 1793. This Article was Repealed by Article 23 of Law No. 3 of January 6, 1999, published in Official Gazette No. 23,709 of January 11, 1999.

Article 1794. This Article was Repealed by Article 23 of Law No. 3 of January 6, 1999, published in Official Gazette No. 23,709 of January 11, 1999.

Article 1795. The general registrar has the power to qualify the legality of the titles that are presented to you for your registration, and, consequently, you can deny it if the faults of suffer the titles invalidate them absolutely, or simply suspend it if they were rectifiable.

Article 1796. This Article was Repealed by Article 23 of Law No. 3 of January 6, 1999, published in Official Gazette No. 23,709 of January 11, 1999.

Article 1797. This Article was Repealed by Article 23 of Law No. 3 of January 6, 1999, published in Official Gazette No. 23,709 of January 11, 1999.

**CHAPTER IX**

**FINAL PROVISIONS**

Article 1798. The titles that transmit, modify or limit the domain of real estate and the titles in which a mortgage or other lien right is constituted, modified or extinguished on such assets, granted after January 1, 1914, may not be entered in the Registry If the corresponding title of domain of the one that it constitutes has not been previously registered,
modifies, transmits or extinguishes the right whose registration is concerned.

Article 1799. The heirs and legatees may not register in their favor real estate or real rights that their originators had not registered. The goods or rights that are in In this case, they will be registered in the name of the deceased before being registered in favor of the person to whom
have been awarded.





Article 1800. No instrument that transmits, modifies or limits the domain will be registered. of real estate, or ships, or the one in which it is constituted, modifies or extinguishes any right of mortgage or other lien on them, when any provisional registration subsists
relative to the property or warehouses mentioned in the instrument presented to the Registry.

Article 1801. In deeds prior to January 1, 1914, referring to rustic properties, no the location of the property is required as an essential circumstance for registration, provided that its
boundaries are well defined and sufficient to establish your identity.

**FINAL CHAPTER**

**OF THE VALIDITY OF THIS CODE AND REPEAL OF CIVIL LAWS**

Article 1802. This Code shall take effect on July 1, 1917.