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Alterations and suggestions
submitted to the High Committee
in accordance with Dr. James.
(August October 1923)

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[Draft April 1924]

CIVIL AND COMMERCIAL CODE

SPECIFIC CONTRACTS

Alterations made in the text printed 1919
as finally agreed between Dr. James and
the Commission

(first instalment: sections 388 to 490 inclusive)

Submitted
to the Revising Committee
August 1923

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390. - The time of the completion of the contract of sale is referred to hereafter as the time of sale.

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The same rule applies to ships or vessels having displacements of six tons and over ~~six tons~~, to steam launches or motor boats having displacements of five tons and over ~~five tons~~, to floating houses and to beasts of burden.

392. - The costs of a contract of sale ~~must be~~ are borne by both parties equally.

396. - A promise of sale ~~takes place when one party agrees~~ is an offer to sell or buy a property to or from ~~another party~~ a person who ~~will~~ may ~~at his discretion~~ either complete or not complete the sale at his discretion.

The person who makes the promise is called the promiser and the person to whom the promise is made is called the promisee.

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[Sec.455](#)

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[Sec.456](#)

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[Sec.457](#)

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[Sec.461](#)

The person who makes the promise is called the promiser and the person to whom the promise is made is called the promisee.

397. - If the ~~other party~~ promissee notifies gives notice of his intention to complete the sale, the promise of sale has the effect of a contract of sale as soon as the notification reaches the ~~first party~~ promisor.

398. - If no time ~~is~~ has been fixed in the promise for such notification, the ~~party~~ promisor who made the promise may ~~can~~ fix a reasonable time and require the ~~other party~~ promissee to answer within that time whether he will complete the sale ~~or not~~.

If the promissee ~~he~~ does not answer within that time, the ~~first party~~ promisor is ~~no longer bound~~ released from his promise.

401. - If the contract provides that the property sold shall be ~~forwarded~~ sent from one place to another, delivery takes place at the moment when the property is delivered to the carrier.

402. - The property sold must be delivered in ~~such~~ the condition ~~as~~ it was in at the time of the sale.

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👉 [Sec.462](#)

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👉 [Sec.466](#)

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👉 [Sec.467](#)

404. - Even ~~when~~ though there is a time clause ~~for the~~ with regard to payment, the seller is entitled to retain the property if the buyer ~~either~~ becomes bankrupt before delivery or was bankrupt at the time of the sale without the knowledge of the seller, ~~knowing/thereof~~ or impairs or reduces the securities given for payment.

405. - ~~When~~ In case the property is retained, under the foregoing sections, the buyer may at any time apply to the Court for an order to deliver the property, upon the buyer giving security for the payment of the price.

408. - In case of any defect ~~existing~~ in the property sold ~~and impairing~~ which impairs either its value or its fitness for ordinary purposes or for the purposes ~~appearing from~~ of the contract, the buyer has the remedies ~~described~~ prescribed in this Code concerning non-performance.

The foregoing provision applies whether the seller knew or did not know of the existence of the defect.

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[Sec.469](#)

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[Sec.470](#)

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[Sec.473](#)

The foregoing provision applies whether the seller knew or did not know of the existence of the defect.

409. - The seller is not liable in the following cases:

1) ~~Whenever~~ If the buyer knew of the defect at the time of sale or would have known of it if he had exercised such care as ~~may~~ might be expected from a person of ordinary prudence.

etc., etc., etc.

418. - Whenever the seller is liable for total or partial eviction, the buyer has the remedies ~~described~~ prescribed in this Code concerning non-performance.

423. - The parties to a contract of sale ~~can~~ may agree that the seller shall not incur any liability on account of the sale.

424. - ~~If the consequences of a~~ Unless the non-liability clause specifies otherwise, ~~are not specified~~ such clause does not exempt the seller from ~~reimbursing~~ the repayment of the price.

432. - If a sale with right of redemption deals with ~~refers to~~ immovable property, it is not

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[Sec.474](#)

[Sec.483](#)

[Sec.488](#)

[Sec.489](#)

[Sec.497](#)

void unless it is made in writing in the presence of and is registered by the proper official.

The same rule applies to ships or vessels having displacements of six tons and over ~~six tons~~, to steam-launches or motor boats having displacements of five tons and over ~~five tons~~, to floating houses and to beasts of burden.

439 2nd. paragraph. - Costs of redemption ~~must~~ be borne by the person who redeems.

465. - A ~~contract~~ of gift is a contract etc.

466. - A gift may be made by granting to the donee the ~~a~~ release of an obligation or by performing an obligation due from ~~by~~ the donee.

467. - A renunciation by an heir of ~~of~~ an inheritance or of ~~of~~ a share in an inheritance is not a gift ~~made~~ to the other heirs.

473. - The donor is not liable for injury caused to the donee by eviction as ~~described~~

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👉 [Sec.504](#)

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👉 [Sec.538](#)

prescribed in section 417 concerning sale, unless, at the time of the contract, he knew and concealed from the donee the ~~reason~~ grounds for such eviction.

477. - If performance of the charge is to be ~~performed~~ made to a third person, ~~and the donee fails to perform it, the~~ such third person is entitled to claim such perform-
ance from the donee.

479. - If the property given is not sufficient to ~~perform~~ satisfy the charge, the donee is bound to perform ~~it~~ only ~~as far as to the~~ extent of the value of the property ~~allows.~~

480. - If the gift is subject to a charge, the liability of the donor for defects or eviction is the same as that of a seller, but is limited ~~up~~ to the amount of the charge ~~only.~~

482. - In such case the right of the heirs to claim cancellation is extinguished by prescription six months after such final judgment.

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👉 [Sec.547](#)

484. - The heirs of the donor ~~can~~ may exercise
take advantage of the action provided for
~~described~~ in section 483, unless the donor
 has forgiven the offence.

489. - Costs of a contract of hire ~~must be~~
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