

M. Guyon
41/98

CIVIL AND COMMERCIAL CODE

SPECIFIC CONTRACTS

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

(third instalment: sections 766 to 890 inclusive)

Submitted
to the Revising Committee
August 1923.

768. - ~~THE~~ All registrations concerning mortgages shall be made, etc.

769 to 775 inclusive. - All these sections are cancelled, after exchange of views with the Lands Registry Department.

781. - The parties to a contract of pledge ~~may~~ may agree that the pledge shall be kept by a third person.

783. - If the pledge is a right represented by a written instrument, the contract of pledge is void unless such instrument ~~be~~ is delivered to the pledgee and the contract of pledge ~~be~~ is notified in writing to the debtor of the right.

791. - If a person has pledged property as a security for the performance of an obligation by another person and the pledge is/enforced, the owner of the pledge is entitled to recover from such person the amount ~~up to~~ which the pledge has been satisfied by such enforcement.

796. - If the pledgee acts contrary to any of the provisions of section 795, he ~~becomes~~ is liable for any loss or damage ~~caused~~ to the pledge, ~~even~~ whether caused by force majeure or otherwise, unless he proves that the pledge would have been lost or damaged even if he had not acted contrary to such provisions.

802. - The pledgee must first notify the debtor by registered letter ~~the debtor~~ to perform the obligation and accessories within a reasonable time to be fixed in the notice.

If the debtor fails to comply with the notice, the pledgee ~~can~~ may sell the pledge by public auction.

The pledgee must notify the pledgor by registered letter of the day and time when, and of the place where, the auction ~~shall~~ will be held.

803. - If notification is impossible, the pledgee ~~can~~ may sell the pledge by public auction after one month ~~after~~ from the time the obligation became due.

808. - If several properties are pledged as security for one obligation, the pledgee ~~can~~

may sell such of them as he may select, but he ~~can~~ may not sell more than are required for the satisfaction of his claim.

808. - As long as Before the obligation is ~~not~~ due, the debtor ~~can~~ may not agree that the pledge shall, etc.

813. - The warehouseman is liable for any loss or damage ~~caused~~ to the goods unless he proves that such loss or damage has been caused by force majeure or has happened because of ~~by~~ the nature of the goods.

816. - If the goods are of a dangerous nature or are likely to cause injury to persons or property, the depositor must declare their nature to the warehouseman on making the contract of warehousing, otherwise ~~the~~ depositor will be liable for any injury caused by them.

818. - The warehouseman is bound to allow the holder of the warehouse receipt ~~or~~ and the holder of the warrant to inspect the goods and to take samples at any reasonable time ~~intervals~~ during business hours ~~and to take~~

~~820. -~~

820. - In case of loss or damage not discovered from the external condition of the goods, no compensation is due unless notice of loss or damage ~~is~~ is given to the warehouseman within eight days after withdrawal.

821. - If no time for the return of the goods was fixed, the warehouseman ~~can~~ may return etc.

823. -
..... the warehouseman ~~can~~ may notify etc.

If the depositor fails to comply with the notice, the warehouseman ~~can~~ may sell the goods by public auction.

824. - (Redrafted as follows:) If required by the depositor, the warehouseman must deliver to him a document taken out from a special Counterfoiled Register and including a warehouse receipt and a warrant in the form

provided by Schedule A attached to this Code. ⁽¹⁾

825. - (Redrafted as follows:) The warehouse receipt entitles the depositor to transfer the ownership of the goods to another person by indorsement.

826. - (Redrafted as follows:) The warrant entitles the depositor to pledge the goods mentioned in it by indorsement and without delivering such goods to the indorsee.

Provided that when the depositor wants to pledge the goods, he must separate the warrant from the warehouse receipt and deliver the former to the indorsee.

827. - The warehouse receipt and the warrant must each bear the same serial number as mentioned in the counterfoil, and be signed by the warehouseman.

(1) It is of interest for the Revising Committee to know that Chapter II of the Warehousing (Warehouse Receipt and Warrant) has caused a long & careful exchange of views between the Commission of Codification and Dr. James. Finally Dr. James has withdrawn all objections and said that he was convinced that the system of the Code in this matter is the best. But a number of sections have been redrafted, by common agreement, in order to make the whole as clear as is desirable in such a technical matter.

They shall contain the following particulars:

- | | | |
|----|---|-----------|
| 1) | } | No change |
| 2) | | |
| 3) | | |
| 4) | | |
| 5) | | |
| 6) | | |
| 7) | | |

but "insurer instead of "underwriter".

The warehouseman must enter the same particulars in the counterfoil.

828. - (Redrafted as follows:) When the depositor indorses the warrant to a pledgee, the parties must mention such indorsement upon the warehouse receipt.

If such mention is not made, the pledge cannot be set up against a further buyer of the goods.

828 bis. - (A new section as follows:) When the warrant is endorsed and delivered to the pledgee, the depositor and the pledgee shall certify on the warrant that they have made on the warehouse receipt the mention provided in the foregoing section.

829. - (Redrafted as follows:) When the depositor pledges the goods and delivers the warrant to an indorsee, such indorsee must notify in writing to the warehouseman the amount of the obligation for the security of which the goods are pledged, the interest to be paid and the day of maturity of the obligation; and upon such notification the warehouseman must enter such particulars in the counterfoil.

If such mention is not made, the pledge cannot be set up against the creditors of the depositor.

830. - (Redrafted as follows:) The holder of the document including a warehouse receipt and a warrant may require the warehouseman to divide the goods stored and to deliver to him a separate document for each part. In such case the holder must return the original document to the warehouseman.

The expenses for such division and for the delivery of new document or documents must be borne by the holder.

833. - As long as the goods stored are not pledged, the warehouse receipt and the warrant ~~can~~ may not be transferred separately.

834. - 2nd. paragraph is repealed.
835. - The delivery of the goods stored ~~can~~
may be obtained, etc.
836. - If a warrant has been ~~issued~~ separated
and indorsed to a pledgee, the delivery of
goods ~~can~~ may be etc.
838. - The holder of the warrant must notify
the depositor by registered letter of the
day and the time when, and of the place where,
the auction ~~shall~~ will be held.
841. - The holder of the warrant ~~can~~ may, etc.
843. - (Redrafted as follows:) If the document
including the warehouse receipt and the war-
rant, or one of them, has been lost or stolen,
the holder on giving proper security may re-
quire the warehouseman to deliver him a new
title.
- In such case the warehouseman must enter
the fact in the counterfoil.

854. - The agent who has a special authority ~~can~~ may do, etc.
855. - The agent who has a general authority ~~can~~ may do, etc.
856. - In case of emergency, the agent ~~can~~ may do, etc.
857. - The agent is ~~only~~ entitled to receive a remuneration only in the cases when remuneration is provided for by in the agreement or by custom.
858. - If several agents have been appointed by the same principal for the same matters, it is presumed that they ~~can~~ may not act separately.
871. - The agent ~~can~~ may withhold, etc.
872. - If any of the monies due to the agent are not paid, the agent ~~can~~ may, etc.

382. - The principal ~~can~~ may revoke, etc.
389. - On determination or extinction of the agency, the principal ~~can~~ may, etc.
390. - The agent ~~can~~ may not appoint a sub-agent, unless he is ~~be~~ allowed, etc.