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OFFICIAL GAZETTE. YEAR IX. NO. 2867. MAY 31, 1873. PAGE 514.

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LAW 84 OF 1873

(May 26)

Civil Code of the United States of Colombia

STATUS: In force [\[Show\]](#)

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Subtype: ORDINARY LAW

CIVIL CODE

(Law 57 of 1887, Art. 1. Ninety days after the publication of this law, the following codes shall govern the Republic, with the conditions and amendments contained therein:

...

The Civil Code of the Nation, enacted on May 26, 1873 ...)

Law 57 of 1887, Art. 2. The terms Territory, Prefect, Union, United States of Colombia, and President of the State, which are used in the Civil Code, shall be understood to refer to the new constitutional entities or officials, as the case may require.

Law 153 of 1887, art. 324. In the adopted codes, the names of corporations and officials, such as United States of Colombia, State, Territory, Prefect, Comptroller, and others that have...

ambio de las condiciones requieran, en algunos casos, en la sustitución técnica, se apearán quienes p...
Mta. En la Ley 84 de 1873 se conserva la redacción original publicada en el Ofici...
aycloágracatomreian, repuceodrreecsopnotnednaenr Words specific to the Spanish language of the
period

X

(This law, being too extensive, will be published later).

The National Printing Office of Colombia presents below the transcription of the National Civil Code issued by the Congress of the United States of Colombia as published by the Gaitan Printing Office in 1873.

CIVIL CODE OF THE UNION.

The Congress of the United States of Colombia DECREES:

PRELIMINARY TITLE

Title III (arts. 19-52) of the Constitution of 1886. In accordance with Article 52 of the Constitution of the Republic, Title III (arts. 19-52) of the Constitution is hereby incorporated into the Civil Code.

Article 1. Criminal investigating judges acting on behalf of the Ministry of Justice in the territory of the departments where a state of siege remains in force shall have jurisdiction to investigate ~~and rule in the first instance on proceedings brought for the following crimes:~~

- 1) Homicide, with the exception of manslaughter;
- 2) Personal injury in the cases referred to in articles 373, 374, 376, 377, and 379 of the Criminal Code;
- 3) Association and instigation to commit a crime, and advocacy of crime; 4) Arson, flooding, and other crimes involving a common danger;
- 5) The crime of trespassing, as defined in Article 302 of the Criminal Code; 6) The crime against freedom of work, as defined in Article 308 of the Criminal Code; 7) Crimes against personal autonomy;
- 8) Kidnapping;
- 9) Sexual assault;
- 10) Concealment of the crimes referred to in this article; 11) Prisoner escape;

CHAPTER 1

PURPOSE AND FORCE OF THIS CODE

Article 1. The Civil Code comprises the substantive legal provisions that specifically determine the rights of individuals, by reason of their status, their property, obligations, contracts, and civil actions.

Article 2. The present Civil Code of the Union brings together the provisions of the nature expressed in the previous article, which are applicable in matters within the competence of the general government in accordance with the Constitution, and in the common civil matters of the inhabitants of the Territories it administers.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Artículo 3.** Considerado este Código en su conjunto, en cada uno de los Estados de la República, puede contener vocablos propios de la época. **X**
Artículo 3. Considerado este Código en su conjunto, en cada uno de los Estados de la República, puede contener vocablos propios de la época. **X**
 established by the Colombian legislature, which is a duty of private individuals.
 adjust in their civil affairs, which is what constitutes national civil law or legislation.

CHAPTER 2 OF THE LAW

Article 4. A *law* is a declaration of the sovereign will expressed in the manner provided for in the national Constitution. The general nature of the law is to command, prohibit, permit, or punish.

Article 5. However, it is not necessary for the law that commands, prohibits, or permits to contain or express in itself the penalty or punishment incurred for its violation. The Penal Code defines crimes and assigns penalties to them.

Article 6. *Legal sanction* is not only punishment but also reward: it is the good or evil that results from compliance with its mandates or transgression of its prohibitions.

In civil matters, acts performed in contravention of an express prohibition of the law are null and void, unless otherwise provided therein. This nullity, as well as the validity and enforceability of those acts that comply with the law, constitute sufficient penalties and rewards, apart from those stipulated in contracts.

Article 7. *The constitutional sanction* that the Executive Branch of the Union gives to bills agreed upon by Congress, in order to elevate them to the status of laws, is distinct from the *legal sanction* referred to in the previous article.

Article 8. Custom shall in no case have force against the law. Disuse shall not be invoked as a reason for non-compliance, nor shall any practice, however long-standing and general it may be.

Article 9. Ignorance of the law is no excuse.

JURISPRUDENCE [\[Show\]](#)

Article 10. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3. EFFECTS OF THE LAW

Article 11. The Law is mandatory and takes effect from the day it is designated, and in all parts of the territory. *Nota.* El texto de la Ley 84 de 1873 retains the original published wording. For this reason, **clarification:** it may contain words specific to the Spanish of that period. X

Article 12. The enactment of the law shall be made by inserting it in the "Official Gazette" and sending it in this form to the states and territories.

In the capital of the Union, it shall be deemed promulgated on the same day the law is inserted in the official newspaper; and in the states and territories, three days in the capital and fifteen days in the districts and towns of which they are composed, after receipt of said newspaper by the President or Governor of the State, or by the Prefect of the respective Territory; to this end, these officials shall have their Secretary keep a special register in which the date of receipt of each issue of the "Official Gazette" shall be noted, giving notice thereof by immediate mail to the Secretary of the Interior and Foreign Affairs.

Article 13. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 14. Laws that merely declare the meaning of other laws shall be understood to be incorporated into them; however, they shall not affect in any way the effects of judgments that have become final in the meantime.

Article 15. Rights conferred by law may be waived, provided that they relate solely to the individual interest of the waiving party and that the waiver is not prohibited.

Article 16. Laws whose observance is in the interest of order and good morals may not be repealed by private agreements.

Article 17. Judicial judgments are not binding except in the cases in which they were pronounced. It is therefore prohibited for judges to rule on matters within their jurisdiction by means of general or regulatory provisions.

JURISPRUDENCE [\[Show\]](#)

Article 18. The Law is binding on both nationals and foreigners residing in Colombia.

Article 19. Colombians residing or domiciled in a foreign country shall remain subject to the provisions of this Code and other national laws governing civil rights and obligations:

1.º With regard to the status of persons and their capacity to perform certain acts that have an effect in any of the territories administered by the general government, or in matters within the jurisdiction of the Union;

2.º In the obligations and rights arising from family relationships; but only with respect to their spouses and relatives in the cases indicated in the previous paragraph.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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JURISPRUDENCE [\[Show\]](#)

Article 20. Property located in the Territories, and property located in the States in which the Nation has an interest or right, is subject to the provisions of this Code, even when its owners are foreigners and reside outside Colombia.

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

However, the effects of such contracts, to be fulfilled in any Territory, or in cases affecting the rights and interests of the Nation, shall be governed by this Code and other civil laws of the Union.

Article 21. The form of public instruments shall be determined by the law of the country in which they were executed. Their authenticity shall be proven according to the rules established in the Judicial Code of the Union.

The form refers to the external formalities, the authenticity, the fact of having been actually executed and authorized by the persons and in the manner expressed in such instruments.

Article 22. In cases where the Codes or Laws of the Union require public instruments for evidence to be given and to take effect in matters within the jurisdiction of the Union, private deeds shall not be valid, whatever their force in the country in which they were executed.

Article 23. The civil status acquired in accordance with the law in force at the date of its establishment shall remain in force even if that law subsequently loses its force.

Article 24. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. INTERPRETATION OF THE LAW

Article 25. The interpretation made ~~with~~ authority to establish the meaning of an obscure law, in a general manner, corresponds ~~only~~ to the legislator.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 26. Judges and public officials, in applying the laws to particular cases and in administrative matters, shall interpret them by *means of doctrine*, seeking their true meaning, just as individuals use their own judgment to adapt the general provisions of the law to their particular circumstances and interests.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~de acuerdo con el texto publicado en el momento de su promulgación by *means of doctrine*~~

X

Article 27. When the meaning of the law is clear, its literal wording shall not be disregarded on the pretext of consulting its spirit.

However, in order to interpret an *obscure* expression of the law, it is permissible to resort to its intention or spirit, clearly manifested in the law itself or in the reliable history of its establishment.

JURISPRUDENCE [\[Show\]](#)

Article 28. The words of the law shall be understood in their natural and obvious sense, according to the general use of the same words; but when the legislator has expressly defined them for certain matters, they shall be given their legal meaning in those matters.

Article 29. Technical terms from any science or art shall be taken in the sense given to them by those who practice that science or art, unless it is clear that they have been taken in a different sense.

Article 30. The context of the law shall serve to illustrate the meaning of each of its parts, so that there is proper correspondence and harmony between them all.

Obscure passages in a law may be illustrated by other laws, particularly if they deal with the same subject.

Article 31. The favorable or unfavorable nature of a provision shall not be taken into account in order to broaden or restrict its interpretation. The scope to be given to any law shall be determined by its genuine meaning and in accordance with the preceding rules of interpretation.

Article 32. In cases where the above rules of interpretation cannot be applied, obscure or contradictory passages shall be interpreted in the manner that seems most consistent with the general spirit of the legislation and natural equity.

CHAPTER 5. DEFINITIONS OF VARIOUS WORDS FREQUENTLY USED IN LAWS

Article 33: ~~The words man, person, child, adult, and other similar words that in their general sense apply to individuals of the human species, without distinction of sex, shall be understood to include both sexes in the provisions of the laws, unless the nature of the provision or the context clearly limits them to one sex only. Conversely, the words woman, girl, widow, and other similar terms, which designate the female sex, shall not apply to the other sex, unless expressly extended to it by law.~~

CASE LAW [\[Show\]](#)

~~LEGISLATION CHAPTER FOR [obscure]~~ **LEGISLATION CHAPTER FOR [obscure]** preserves the original published wording. For this reason, **clarification:** it may contain words specific to the Spanish of the period. X

Article 34: An infant or child is anyone under the age of seven; a prepubescent is a ~~male~~ under the age of fourteen and a ~~female~~ under the age of twelve; an adult is someone who is no longer prepubescent; an adult of legal age, or simply an adult, is someone who has reached the age of twenty-one, and a minor, or simply a minor, is someone who has not reached that age.

The terms "of legal age" or "adult," as used in the laws, include minors (who have obtained age eligibility) in all matters and cases where the laws have not expressly excluded them.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 35. *Consanguinity* is the relationship or connection that exists between persons who descend from the same stock or root, or who are united by blood ties.

Article 36. Consanguinity is *either legitimate or illegitimate*.

Article 37. The degrees of consanguinity between two persons are counted by the number of generations. Thus, a grandchild is in the second degree of consanguinity with a grandparent, and two first cousins are in the fourth degree of consanguinity with each other.

Article 38. *Legitimate consanguinity* is that in which all the generations from which it results have been authorized by law, such as that which exists between two first cousins, legitimate children of two brothers, who were also legitimate children of their common grandfather.

CASE LAW [\[Show\]](#)

Article 39: Declared UNCONSTITUTIONAL by **Ruling C-595 of 1996.** CASE LAW

[\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 40. The legitimacy conferred on children by the subsequent marriage of their parents has the same civil effects as native legitimacy. Thus, two first cousins, legitimate children of two siblings who were legitimized by the marriage of their parents, are related to each other in the fourth degree of legitimate cross-blood relationship.

Article 41. In consanguinity kinship, there are lines and degrees. *Line* refers to the series and order of persons who descend from a common root or trunk.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

clarification: it may contain words typical of the Spanish of the time.

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Article 42. The line is divided into *direct or straight and collateral, transverse, or oblique*, and the straight line is subdivided into *descending and ascending*.

A *straight or direct* line is formed by persons who descend from one another, or which only includes persons who beget and persons who are begotten.

Article 43. When the straight line is counted down from the trunk to the other members, it is called descending, for example: father, son, grandson, great-grandson, great-great-grandson, etc.; and when it is counted up from one of the members to the trunk, it is called ascending, for example: son, father, grandfather, great-grandfather, great-great-grandfather, etc.

Article 44. A *collateral, transverse, or oblique line* is formed by persons who, although not descended from one another, are descended from a common trunk, for example: brother and sister, children of the same father or mother; nephew and uncle, who are descended from the same trunk, the grandfather.

Article 45. The *paternal line* is understood to be that which includes relatives on the father's side; and the *maternal line* is that which includes relatives on the mother's side.

Article 46. In the transverse line, degrees are counted by the number of generations from one of the relatives to the common root, and from this to the other relative. Thus, two siblings are in the second degree; uncle and nephew in the third, etc.

Article 47. *Legitimate affinity* is that which exists between a person who is or has been married and the legitimate blood relatives of their husband or wife. The line or degree of legitimate affinity of a person with a blood relative of their husband or wife is determined by the line or degree of legitimate consanguinity, in the transverse line, with the legitimate siblings of their wife.

CASE LAW [\[Show\]](#)

Article 48. UNCONSTITUTIONAL

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PREVIOUS LEGISLATION [\[Show\]](#)

Article 49. In unlawful affinity, the lines and degrees are classified in the same way as in lawful affinity.

Article 50. Repealed

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

aclaratoria: puede contener palabras típicas del español de la época.

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 52. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 53. The designations of legitimate, illegitimate, and natural children given to children apply correlatively to their parents.

Article 54. Siblings may be related on both the father's and mother's side, in which case they are called *full siblings*; or only on the father's side, in which case they are called *paternal siblings*; or only on the mother's side, in which case they are called *maternal or uterine siblings*.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 55. The natural children of the same father or mother are natural siblings, and legitimate children shall have the same relationship with the natural children of the same father or mother.

Article 56. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 57. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 58. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 59. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 60. Repealed

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

se ha optado por mantener los términos originales de la ley.

TEXTO CORRESPONDIENTE A [\[Mostrar\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 61. In cases where the law provides that a person's relatives must be heard, it shall be understood that the persons who are to express themselves must be heard 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 child in the absence 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 3.
5. Legitimate collateral relatives up to the sixth degree, in the absence of relatives of numbers 1, 2, 3, and 4.
6. The natural siblings, in the absence of the relatives mentioned in the previous numbers.
7. Legitimate relatives by marriage within the second degree, in the absence of the blood relatives mentioned above.

If the person is married, their spouse shall also be heard in any of the cases referred to in this article; and if any of those who are to be heard are not of legal age or are subject to the authority of others, their respective guardians or the persons under whose power and authority they are placed shall be heard on their behalf.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 62. Persons incapable of entering into business transactions shall be represented:

1. By their parents, who shall jointly exercise parental authority over their children under the age of 21. "If one of the parents is absent, legal representation shall be exercised by the other.

~~"In the case of children born out of wedlock, the father or mother declared as such in adversarial proceedings shall not have parental authority nor may they be appointed as guardian. Likewise, the judge may, with full knowledge of the facts and at the request of a party, confer parental authority exclusively on one of the parents, or place the child under guardianship, if he or she considers it to be in the child's best interests. Guardianship shall terminate parental authority in the cases referred to in Article 315 as grounds for judicial emancipation: in all other cases, it shall suspend it."~~

2. By the guardian or curator exercising custody over minors not subject to parental authority.

TEXT CORRESPONDING TO [\[Show\]](#)

Affects the validity of: [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 63. The law distinguishes between three types of fault or negligence.

Gross negligence, serious negligence, and gross negligence consist of failing to manage the affairs of others with due care. care that even negligent or imprudent people tend to exercise in their own affairs.

~~NEsottaaculpa eHntricklaLey84de1873no~~ The original wording published is retained. For this reason, **clarification:** it may contain words typical of the Spanish of the time.

Slight fault, slight carelessness, slight negligence, is the lack of that diligence and care that men employ ordinarily in their own affairs. *Fault or negligence*, without further qualification, means fault or negligence

X

. This type of fault is opposed to *ordinary or average diligence or care*.

He who must manage a business *as a good father of a family* is responsible for this kind of fault.

Very slight fault or negligence is the lack of that careful diligence that a judicious man employs in the administration of his important affairs. This type of fault is opposed to the *utmost diligence or care*.

Fraud consists of the positive intention to cause harm to another person or property.

Article 64. *Force majeure or unforeseeable circumstances* are those that are unforeseen or impossible to resist, such as a shipwreck, an earthquake, capture by enemies, acts of authority exercised by a public official, etc.

Article 65. *Security* generally means any obligation contracted for the security of another obligation, whether one's own or another's. Types of security include surety, mortgage, and pledge.

Article 66. A fact is *presumed* to be true if it can be deduced from certain known facts or circumstances.

If these antecedents or circumstances that give rise to the presumption are determined by law, the presumption is called legal.

It shall be permissible to prove the non-existence of the fact that is legally presumed, even if the background or circumstances from which the law infers it are true, unless the law itself expressly rejects this proof, given the background or circumstances.

If a thing, according to the wording of the law, is presumed *by law*, it is understood that contrary evidence is inadmissible, given the background or circumstances.

Article 67. All periods of days, months, or years mentioned in the laws or decrees of the President of the Union, the Courts, or the Tribunals shall be understood to be complete and shall run until midnight on the last day of the period.

The first and last days of a period of months or years must have the same number in the respective months. The period of one month may therefore be 28, 29, 30, or 31 days, and the period of one year may be 365 or 366 days, depending on the case.

If the month in which a period of months or years is to begin has more days than the month in which the period is to end, and if the period running from any of the days in which the first of those months exceeds the second, the last day of the period shall be the last day of that second month.

These rules shall apply to statutes of limitations, age qualifications, and in general to any periods or terms prescribed in the laws or acts of the national authorities, unless the same laws or acts expressly provide otherwise.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
Article 68a. ~~When a period of days, months, or years is to begin in a month with more days than the month in which the period is to end, and if the period running from any of the days in which the first of those months exceeds the second, the last day of the period shall be the last day of that second month.~~
 certain periods shall be understood to be complete and shall run until midnight on the last day of the period; and when it is required that there be

After a period of time has elapsed for certain rights to arise or expire, it shall be understood that these rights do not arise or expire until after midnight on the last day of said period of time.

Article 69. The measures of length, weight, weights, and coins mentioned in the laws, in the decrees of the Executive Power, and in the judgments of the Supreme Court and the national courts shall always be understood according to the definitions of the Administrative and Fiscal Code of the Union.

Article 70. The deadlines specified in the laws or decrees of the Executive Branch, or of the Courts or Tribunals, shall include holidays, unless the specified deadline is for working days, in which case, unless the Judicial Code provides otherwise, holidays shall not be counted.

CHAPTER 6. Repeal of laws.

Article 71. The repeal of laws may be express or tacit.

It is *express* when the new law expressly states that it repeals the old one.

It is *tacit* when the new law contains provisions that cannot be reconciled with those of the previous law. The repeal of a law may be total or partial.

CASE LAW [\[Show\]](#)

Article 72. Tacit repeal leaves in force in previous laws, even if they deal with the same subject matter, everything that does not conflict with the provisions of the new law.

CASE LAW [\[Show\]](#)

BOOK ONE. On persons

TITLE I. Of persons in terms of their nationality and domicile.

CHAPTER 1 Division of persons.

Nota — El texto de la Ley 84 de 1873, con serv to the original published text. For this reason, **clarification:** it may contain words specific to the Spanish of the period. **Artículo 73.** Las personas son *natura* le, so *juridic* as. X

Legal personality and the special rules relating to it are dealt with in the final title of this book.

Article 74. All individuals of the human species are *persons*, regardless of their age, sex, lineage, or condition.

Article 75. Persons are further divided into residents and transients.

CHAPTER 2.

The domicile depends on the residence and the intention to remain there.

Article 76. Domicile consists of residence accompanied, actually or presumptively, by the intention to remain there.

Article 77. *Civil* domicile relates to a specific part of a place within the Union or a Territory.

Article 78. The place where an individual is based, or where they habitually exercise their profession or trade, determines their *civil domicile or neighborhood*.

Article 79. The intention to remain is not presumed, nor is civil domicile acquired in a place, by the mere fact that an individual lives for some time in his own or another's house there, if he has his domestic home elsewhere, or if other circumstances show that the residence is accidental, such as that of a traveler, or of one who is on a temporary assignment, or of one who is engaged in itinerant trade.

Article 80. On the contrary, the intention to remain and settle in a place is presumed from the outset by the fact of opening a shop, pharmacy, factory, workshop, inn, school, or other permanent establishment there to manage it in person; by the fact of accepting in that place a permanent job of the kind that is regularly conferred for a long period of time; and by other similar circumstances.

Article 81. Civil domicile is not changed by the fact that an individual resides for a long time elsewhere, voluntarily or forcibly, while keeping his family and the main seat of his business at his previous domicile.

Thus, confined by judicial decree to a specific location, or similarly exiled from the national territory, they shall retain their previous domicile as long as their family and the main seat of their business remain there.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Artículo 82. Presúmes e también domicilio de la manipulación que se haga ante el respectivo Prefecto Municipal. El texto de Ley 4 de 18 de Conservación (versión original publicada). Por el motivo de la conservación del texto original, se ha mantenido el texto original. **X**

CASE LAW [\[Show\]](#)

Article 91. The law protects the life of the unborn. The judge shall therefore, at the request of any person or on his own initiative, take such measures as he deems appropriate to protect the existence of the unborn, whenever he believes that it is in any way endangered.

CASE LAW [\[Show\]](#)

Article 92. The time of conception is inferred from the time of birth, according to the following rule: It is presumed by law that conception preceded birth by no less than 180 full days and no more than 300 days, counted backward from midnight on the day of birth.

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION** [\[Show\]](#)

Article 93. The rights that would be granted to the child in the womb, if it were born and alive, shall be suspended until birth. If birth constitutes the beginning of existence, the newborn shall enjoy those rights as if it had existed at the time they were granted.

In the case of the provision of Article 90, these rights shall pass to other persons, as if the child had never existed.

CASE LAW [\[Show\]](#)

CHAPTER 2. On the end of human existence.

Article 94. The existence of persons ends with death.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 95. If two or more persons have perished in the same event, such as a shipwreck, fire, ruin, or battle, or for any other reason that makes it impossible to know the order in which their deaths occurred, all cases shall be proceeded with as if said persons had perished in the same

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contain words specific to the Spanish of the period.

CHAPTER 3.

Presumption of death due to disappearance.

Article 96. When a person disappears from their place of residence and their whereabouts are unknown, the disappearance shall be regarded as a mere absence, and their interests shall be represented and cared for by their attorneys or legal representatives.

Article 97. If two years pass without any news of the absent person, they shall be presumed dead if the following conditions are also met:

1.^a The presumption of death must be declared by the judge of the last domicile that the missing person had in the territory of the Nation, after first establishing that the whereabouts of the missing person are unknown, that all possible steps have been taken to find them, and that at least two years have elapsed since the last news of their existence.

2.^a The declaration referred to in the previous article may not be made without first summoning the missing person by means of edicts published in the official gazette of the nation at least three times, with a period of more than four months between each two summonses;

3.^a The declaration may be requested by any person with an interest in it, but it may not be made until at least four months have elapsed since the last summons;

4.^a The defense attorney appointed to represent the absent person shall be heard in order to proceed with the declaration and in all subsequent legal proceedings; i The judge, at the request of the defense attorney, or of any person with an interest in the matter, or ex officio, may require, in addition to the evidence presented to him of the disappearance, if he does not consider it satisfactory, other evidence that may be appropriate under the circumstances;

5.^a All judgments, both final and interlocutory, shall be published in the official gazette;

6.^a The judge shall set the last day of the first two-year period from the date of the last news as the presumed date of death; and after two more years have elapsed from that date, he shall grant provisional possession of the missing person's property;

7.^a However, if, after a person has been seriously wounded in war, or the vessel in which he was sailing has been wrecked, or some other similar danger has befallen him, no further news of him has been received, and four years have elapsed since then, and the justification and summons provided for in the preceding paragraphs have been carried out, the judge shall set the presumed date of death as the date of the act of war, shipwreck, or danger; or if that date cannot be determined, he shall adopt a middle ground between the beginning and end of the period in which the event could have occurred; and he shall immediately grant definitive possession of the missing person's property.

Article 98. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Artículo 99. Derogado
acclaratoria: puede contener palabras típicas del español de la época.

X

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 100. The presumed heirs of the missing person are understood to be the testamentary or legitimate heirs who were such at the date of the presumed death.

The estate presumed to be inherited shall comprise the property, rights, and shares of the missing person as they were on the date of presumed death.

Article 101. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 102. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 103. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 104. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 105. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 106. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Artículo 100. El que se llama a derecho para cuya existencia se suponga que el desparido ha dead en la fecha de la muerte o su neta, no esará obligado a probarlo, si no se ha presentado evidencia en contrario; y en tanto que no se presente evidencia en contrario, podrá ejercer sus derechos en los términos de los artículos precedentes.

Nota. El texto de la Ley 84 de 1873 conserva la redacción original publicada. Por razón de claratoria, puede considerarse que el artículo 100 de la Ley 84 de 1873, no esará obligado a probarlo, si no se ha presentado evidencia en contrario; y en tanto que no se presente evidencia en contrario, podrá ejercer sus derechos en los términos de los artículos precedentes.

Conversely, anyone claiming a right whose existence requires that the disappeared person be dead, before or after that date, shall be obliged to prove it; and without such proof, they may not prevent the claimed right from passing to others, nor demand any liability from them.

Article 108. The decree of definitive possession may be rescinded in favor of the disappeared person if they reappear, or in favor of their legitimate heirs during the disappearance, or in favor of their spouse, if married at the same time.

CASE LAW [\[Show\]](#)

Article 109. The following rules shall be observed in the rescission of the right of definitive possession:

- 1.^a The missing person may request rescission at any time when they appear or make their existence known.
- 2.^a Other persons may not terminate it, except within the respective limitation periods counted from the date of the actual death.
- 3.^a This benefit shall only apply to persons who obtain it by court order.
- 4.^a By virtue of this benefit, the property shall be recovered in the state in which it was found, with the alienations, mortgages, and other real rights legally constituted therein remaining in force.
- 5.^a For all restitutions, the defendants shall be considered possessors in good faith, unless proven otherwise.
- 6.^a Knowledge and concealment of the true death of the missing person, or of their existence, constitutes bad faith.

TITLE III. Betrothals

Article 110. Betrothal or engagement, that is, the mutually accepted promise of marriage, is a private matter that the laws submit entirely to the honor and knowledge of the individual, and which does not give rise to any obligation under civil law.

This promise may not be invoked either to demand that the marriage be carried out or to claim compensation for damages.

Article 111. Inadmissibility of a fine for non-compliance. Nor may the fine stipulated by one of the spouses in favor of the other in the event of non-compliance with the promise be claimed.

However, if the fine has been paid, it may not be requested to be returned.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the time. X

Article 112. The foregoing does not preclude the demand for the restitution of things donated and delivered on the condition of a marriage that has not taken place.

TITLE IV. Marriage

Article 113. Marriage is a solemn contract by which a man and a woman unite for the purpose of living together, procreating, and helping each other.

CASE LAW [\[Show\]](#)

Article 114. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 115. The marriage contract is constituted and perfected by the free and mutual consent of the contracting parties, expressed before the competent official, in the form and with the solemnities and requirements established in this Code, and shall not produce civil and political effects if its celebration contravenes such forms, solemnities, and requirements.

Marriages celebrated in accordance with the canons or rules of any religious denomination or church that has signed a concordat or international treaty or domestic public law agreement with the Colombian State shall have full legal effect.

The agreements referred to in the preceding paragraph may only be entered into by religious denominations and churches that have legal status, are registered in the Ministry of Government's registry of religious entities, can prove that they have provisions on the matrimonial regime that are not contrary to the Constitution, and guarantee the seriousness and continuity of their religious organization.

Such instruments shall guarantee full respect for fundamental constitutional rights.

TEXT CORRESPONDING TO [\[Show\]](#) **JURISPRUDENCE**

[\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 116. *Capacity to marry.* Only persons over the age of 18 shall have the capacity to marry.

TEXT CORRESPONDING TO [\[Show\]](#)

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Article 117. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 118. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 119. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 120. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 121. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 122. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 123. Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~any~~ ~~Que~~ ~~Rd~~ ~~Re~~ ~~c~~ ~~Eo~~ ~~Snt~~ ~~Pen~~ ~~Oer~~ ~~Nv~~ ~~Docla~~ ~~Ebn~~ ~~IosT~~ ~~p~~ ~~Ero~~ ~~Apio~~ ~~S~~ ~~M~~ ~~does~~ ~~not~~ ~~apply~~ ~~to~~ ~~the~~

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 124. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 125. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 126. Repealed by Article 626 of Law 1564 of 2012.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 127. ~~The following persons may not be witnesses to witness and authorize a~~

~~marriage: 1) Women.~~

2) Persons under the age of eighteen.

~~3) Persons who are legally incapacitated due to insanity.~~

4) Anyone who is currently deprived of reason.

5) Blind persons.

6) The deaf.

7) The mute.

8) ~~Those sentenced to imprisonment for more than four years, and in general those who, by final judgment, are disqualified from being witnesses.~~

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

9) Foreigners not domiciled in the republic.

10) Persons who do not understand the language of the contracting parties.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 128. Repealed by Article 626 of Law 1564 of 2012.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 129. The judge shall immediately, ex officio, take all necessary steps to obtain the permission referred to in Article 117 of this Code, if applicable, and to take statements from the witnesses indicated by the applicants.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 130. Repealed by Article 626 of Law 1564 of 2012.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 131. If the contracting parties are residents of different parish districts, or if either of them has not been a resident of the district in which they are located for six months, the judge of the ~~woman's~~ district shall request the judge of the ~~man's~~ district to issue the edict referred to in the previous article, and once the term has expired, it shall be sent to him with a note stating that it has been posted for fifteen consecutive days. Until this has been verified, no further proceedings shall be taken.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 132. If there is opposition, and the cause thereof is capable of preventing the marriage from taking place, the judge shall order that within the following eight days, the interested parties shall present the evidence for the opposition; once this period has elapsed, the judge shall set a date for the trial, and once the parties have been summoned, the opposition shall be resolved within three days after this proceeding has been carried out.

Article 133. Repealed by Article 626 of Law 1564 of 2012.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 134. ~~Once the procedures indicated in Article 130 have been carried out and~~ if no opposition is made, or if it is made and declared unfounded, a date and time shall be set for the celebration of the marriage, which shall be within the following eight days; this decision shall be immediately communicated to the interested parties.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 135. The marriage shall be celebrated by the contracting parties appearing before the judge, his clerk, and two witnesses in the judge's office. The judge shall ascertain whether the spouses are entering into marriage of their own free and spontaneous will; he shall inform them of the nature of the contract and the reciprocal duties they are about to undertake, instructing them to that effect in the provisions of Articles 152, 153, 176, and following of this Code. A record of everything that has taken place shall then be drawn up, which shall be signed by the spouses, the witnesses, the judge, and his clerk, whereupon the marriage shall be declared to be consummated.

Article 136. When either or both of the parties to the marriage are in imminent danger of death, and ~~there is no time to carry out the procedures referred to in Article 130,~~ the marriage may be celebrated ~~without such formalities,~~ provided that the parties to the marriage can prove that they are not in any of the situations referred to in Article 140. However, if after forty days the feared death has not occurred, the marriage shall not take effect unless it is revalidated in accordance with the legal formalities.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 137. The certificate shall also contain the place, day, month, and year of the marriage, the names and surnames of the spouses, and those of the judge, witnesses, and clerk. Once this certificate has been registered, it shall be sent immediately to the respective notary for recording and for a copy to be made for the interested parties. No fees shall be charged for these acts.

Article 138. The consent of the spouses must be given in a clear voice, without equivocation, and by the parties themselves, or expressed by signs that leave no doubt.

CASE LAW [\[Show\]](#)

Article 139. Repealed by Article 45 of Law 57 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to **it is today,** or to the period.

X

On the nullity of marriage and its effects

Article 140. Marriage is null and void in the following cases:

- 1) When there has been an error regarding the identity of both parties or one of them. 2) When the marriage has been contracted with a minor under the age of 18 or between minors under the age of 18.
- 3^o) When the consent of one or both of the parties to the marriage was lacking. The law presumes lack of consent in the case of the raving insane, while they remain insane, and in the case of the mentally deficient who have been placed under judicial interdiction for the management of their property. However, deaf-mutes, if they can clearly express their consent by obvious signs, shall validly contract marriage.
- 4) When it has not been celebrated before a judge and competent witnesses.
- 5) When it has been contracted by force or fear sufficient to compel someone to act without freedom, whether the force is caused by the person who wants to marry or by another person. Force or fear shall not be grounds for annulment of the marriage if, after the force has been removed, the marriage is ratified by express words or by the mere cohabitation of the spouses.
- 6) When there has been no freedom in the woman's consent, because she has been violently abducted, unless she consents to it while outside the power of the abductor.
- 7) When the marriage has been celebrated between an adulterous woman and her accomplice, provided that before the marriage took place, the adultery had been proven in court.
- 8) When one of the contracting parties has killed or caused the death of the spouse with whom they were united in a previous marriage.
- 9) When the contracting parties are in the same line of ascendants and descendants or are siblings.
- 10) When it has been contracted between the stepfather and the stepdaughter or the stepson and the stepmother.
- 11) When the marriage has been contracted between the adoptive father and the adopted daughter; or between the adopted son and the adoptive mother, or the woman who was the wife of the adoptive father.
- 12) When the man or woman, or both, are still bound by a previous marriage.
- 13) When it is entered into between a woman under the age of twenty-one, even if she has obtained legal age, and the guardian or curator who has administered or administers her property, provided that the administration account has not been approved by the judge.
- 14) When it has been contracted between the descendants of the guardian or curator of a minor and the respective ward, even if the ward has obtained legal age.

Marriage celebrated in contravention of the provisions of this paragraph or the previous one shall subject the guardian or curator who has contracted or permitted it to the loss of all remuneration corresponding to his or her position, without prejudice to the other penalties imposed by law.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
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PREVIOUS LEGISLATION [Show]

Article 141. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 142. The nullity referred to in paragraph 1 of Article 140 may only be invoked by the spouse who has suffered the error.

The marriage shall not be annulled on the grounds of error if the party who suffered the error has continued to cohabit after becoming aware of the error.

CASE LAW [\[Show\]](#)

Article 143. The nullity referred to in paragraph 2 of Article 140, while one or both of the contracting parties are under 18 years of age, may be promoted by the father or mother, or by those with the assistance of a guardian ad litem; by the guardian of the child or adolescent; or by the Family Defender, the Public Prosecutor's Office, the Family Commissioners, or any person acting as guarantor of the rights and best interests of children and adolescents.

Once the child or adolescent reaches the age of 18, the action for annulment may only be brought by that child or adolescent or the other spouse. In cases of violence, it may also be brought by the Family Defender, the Public Prosecutor's Office, or the Family Commissioners.

The annulment referred to in this article may be sought at any time, without prejudice to any other applicable legal actions.

Paragraph. In any case, the judge shall establish measures to remove obstacles so that children and adolescents are able to directly seek annulment, including the verbal filing of the claim, as well as other measures to guarantee the rights of children and adolescents.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 144. *Nullity due to lack of consent.* The nullity referred to in paragraphs 3 and 4 may only be invoked by the contracting parties or by their parents or guardians.

CASE LAW [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Article 145. The nullities referred to in paragraphs 5 and 6 may only be declared at the request

of the person who has been subjected to force, caused to fear, or compelled to consent.

There shall be no grounds for nullity for the reasons stated in those paragraphs if, after the spouses were released, they have lived together for a period of three months without complaint.

CASE LAW [\[Show\]](#)

Article 146. The State recognizes the jurisdiction of religious authorities to decide, by judgment or other order, in accordance with their canons and rules, disputes relating to the nullity of marriages celebrated by the respective religion.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 147. Once final, marriage annulment rulings issued by the authorities of the respective religion must be communicated to the family court judge or promiscuous family court judge of the spouses' domicile, who shall decree their enforcement in terms of civil effects and order their registration in the Civil Registry.

The annulment of the religious marriage bond shall have civil effects as of the finality of the ruling of the competent judge ordering its execution.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 148. Once a marriage has been annulled, all reciprocal rights and obligations arising from the marriage contract between the separated spouses cease from that same day; however, if there was bad faith on the part of either of the spouses, that spouse shall be obliged to compensate the other for all damages caused, estimated under oath.

CASE LAW [\[Show\]](#)

Article 149. Children born within a marriage that is declared null and void are legitimate, ~~remain under the authority of the father, and shall be supported and educated at the expense of the father and mother, who shall contribute a portion of their assets as determined by the judge for this purpose; However, if the marriage was annulled due to the fault of one of the spouses, that spouse shall be responsible for the costs of supporting and educating the children, if he or she has the means to do so, and if not, the spouse who has the means shall be responsible.~~

Note The text of Law 84 of 1873 retains the original wording published. For this reason, ~~achante; made content, never, vocablos typical of the Spanish of the time.~~

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JURISDICCIONIA [\[Mostra\]](#)

PARAGRAPH 2. Causes for Divorce

Article 154. The following are grounds for divorce:

1. Extramarital sexual relations by one of the spouses, ~~unless the plaintiff has consented to, facilitated, or forgiven them.~~
2. Serious and unjustified breach by either spouse of the duties imposed on them by law as spouses and as parents.
3. Insults, cruel treatment, and physical abuse.
4. Habitual drunkenness of one of the spouses.
5. Habitual use of hallucinogenic or narcotic substances, except when prescribed by a doctor.
6. Any serious and incurable physical or mental illness or abnormality of one of the spouses that endangers the mental or physical health of the other spouse and makes the marital community impossible.
7. Any behavior by one spouse that tends to corrupt or pervert the other, a descendant, or persons in their care who live under the same roof.
8. Legal or de facto separation that has lasted for more than two years.
9. The consent of both spouses expressed before a competent judge and recognized by the judge in a ruling.
10. The sole will of either spouse.

TEXT CORRESPONDING TO [\[Show\]](#)

Affects the validity of: [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 155. Repealed by Article 15 of Law 25 of 1992.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

ARTICLE 156. LEGITIMACY AND OPPORTUNITY TO FILE THE LAWSUIT. Divorce may only be filed by the spouse who did not give rise to the events that led to it, with the exception of the provisions of this article with respect to cause 10 of article 154. The divorce petition may be filed at any time, without any statute of limitations.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

cuando en prenda (o) la obtención de reparaciones económicas la cual incluye el artículo

The request for financial compensation or penalties must be submitted within two (2) years from the date on which the claimant became aware of them with respect to grounds 1a. and 7a. of Article 154, or

X

from the date on which they occurred, with respect to grounds 2, 3, 4, and 5 of Article 154. In any case, a petition for divorce that does not seek financial compensation or penalties may be filed at any time.

Ground 3 of Article 154, when duly proven, shall give rise to full reparation, including financial and symbolic reparations in favor of the victim of domestic violence who alleges it. These reparations shall be declared in the divorce decree, even ex officio.

With regard to the tenth ground, either spouse may file for divorce at any time, which must be accompanied by a divorce proposal containing the measures to regulate the effects thereof. The defendant may only oppose the content of the divorce proposal by proposing a different one.

PARAGRAPH 1. The divorce proposal shall contain, where applicable: provisions on the fulfillment of maintenance obligations, full compensation, including financial and symbolic compensation, and on the liquidation of the marital partnership.

If there are children, the proposal must include how the parents will contribute to their upbringing, education, and establishment, specifying the amount of child support, in accordance with Article 24 of the Code on Children and Adolescents, indicating the place and manner of compliance and other aspects deemed necessary; custody and personal care of minors and visitation rights and their frequency; always giving priority to the best interests of children and adolescents.

The judge shall review ex officio the maintenance obligation proposed by the parties in cases involving minors and the allocation of maintenance obligations between the parties, in order to verify whether one of the spouses lacks the means of subsistence. Likewise, the judge shall review ex officio and from a gender perspective the existence of other causes for divorce and order all measures to protect the spouse who is at risk or in danger of suffering serious harm to their personal integrity, life, or property.

In any case, the judge may propose alternative settlement formulas to those proposed by the parties, provided that the maintenance rights of minors and of the spouse who lacks the means of subsistence are guaranteed.

PARAGRAPH 2. The contracting parties who sign a prenuptial agreement may regulate the issue of compensation for unilateral termination of the marriage.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 157. Repealed by paragraph c) of Article 626 of Law 1564 of 2012.

TEXT CORRESPONDING TO [\[Show\]](#)

CASE LAW [\[Show\]](#)

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Article 158. Repealed by paragraph c) of Article 626 of Law 1564 of 2012.

Paragraph. Neither of the divorced parties shall have the right to invoke the status of surviving spouse to inherit intestate in the succession of the other, nor to claim a marital share.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 163. Divorce from a civil marriage celebrated abroad shall be governed by the law of the marital domicile.

For these purposes, the marital domicile shall be understood to be the place where the spouses live together and, failing that, it shall be deemed to be that of the defendant spouse.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 164. Divorce decreed abroad, with respect to civil marriages celebrated in Colombia, shall be governed by the law of the marital domicile and shall not have the effect of dissolution, unless the respective grounds are admitted by Colombian law and the defendant has been personally notified or summoned in accordance with the law of his or her domicile. However, if the requirements for notification and summons are met, it may have the effect of legal separation.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

**PARAGRAPH 4.
ON LEGAL SEPARATION**

Article 165. Separation of bodies is permitted in the following cases: 1. Those contemplated in Article 154 of this Code, and
2. By mutual consent of the spouses, expressed before the competent judge.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

X

LEGISLATION ANTERIOR [\[Show\]](#)

Article 166. The judge shall not be subject to the restrictions of Article 155 of this Code when decreeing legal separation. When expressing their mutual consent to the separation, the spouses shall indicate the status of the marital partnership and whether the separation is indefinite or temporary and, in the latter case, its duration, which may not exceed one year. Once the term of the temporary separation has expired, it shall be presumed that there has been reconciliation, but the spouses may declare before the judge that they are making it permanent or extending its duration.

In order for the separation from bed and board to be decreed by mutual consent of the spouses, they must request it in writing from the competent judge, specifying in the petition how they will henceforth attend to the personal care of their common children, the proportion in which they will contribute to the expenses of raising, educating, and establishing the children and, if applicable, the support of each spouse. With regard to the costs of raising, educating, and establishing their common children, they shall be jointly and severally liable to third parties and to each other in the manner agreed upon by them.

The judge may object to the agreement of the spouses in the interest of the children, subject to the opinion of the Public Prosecutor's Office.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

PARAGRAPH 5. ON THE EFFECTS OF LEGAL SEPARATION

Article 167. Separation does not dissolve the marriage, but suspends the married couple's life together. Separation dissolves the marital partnership, unless, based on the mutual consent of the spouses and being temporary, they express their desire to maintain it.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 168. The rules governing divorce shall apply to legal separation insofar as they are not incompatible with it.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the time.

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On second marriages.

Art. 174. Unenforceable.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 175. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

TITLE 9. Obligations and rights between spouses

CHAPTER 1 General rules

Article 176: Spouses are obliged to remain faithful to each other, to support and help each other in all circumstances of life.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 177: The husband and wife shall jointly manage the household. Said management shall be entrusted to one of the spouses when the other is unable to exercise it or is absent. In the event of disagreement, the matter shall be referred to the judge or official designated by law.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 178: Except for justified reasons, spouses have the obligation to live together and each of them has the right to be welcomed into the other's home.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)
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Article 179: The husband and wife shall determine the residence of the household. In the event of the absence, incapacity, or deprivation of liberty of one of them, the other shall determine it. If there is disagreement, it shall be up to the judge to determine the residence, taking into account the interests of the family. The spouses shall provide for the ordinary domestic needs in proportion to their means.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 180. Marriage creates a community property relationship between the spouses, according to the rules of Title 22, Book IV, of the Civil Code.

Those who are married in a foreign country and reside in Colombia shall be presumed to be separated from property, unless, in accordance with the laws under which they were married, they are subject to a different property regime.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 181: A married woman of legal age may freely appear in court, and for the administration and disposal of her property she does not need marital authorization or a license from a judge, nor shall her husband be her legal representative.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 182: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 183: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Article 184: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 185: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 186: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 187: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 188: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 189: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 190: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 191: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#)

NLoEtaG ISLAECI ItÓexNto dAeNlaTLeerY I804 dReIM8703scraom preserves the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

Article 192: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime

marriage that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 193. A husband under the age of eighteen requires a guardian for the administration of the marital partnership.

Art. 194. The rules of the preceding articles are subject to exceptions or modifications for the following reasons:

1.^a The wife exercises a profession, industry, or trade;

2.^a Separation of property.

JURISPRUDENCE [\[Show\]](#)

CHAPTER 2

Exceptions relating to the profession or trade of women

Article 195: Repealed by Law 28 of 1932, which introduced reforms to the matrimonial property regime that abolished marital authority.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 196: According to ruling 379 of 1998, this article was tacitly repealed by Law 28 of 1932.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3

Exceptions relating to simple separation of property

Art. 197. Simple separation of property is that which is effected without divorce, by virtue of a court order or by provision of law.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

request separation of property

TEXT CORRESPONDING TO [\[Show\]](#) JURISPRUDENCE[\[Show\]](#)**PREVIOUS LEGISLATION [\[Show\]](#)**

Article 199: In order for the minor spouse to request separation of property, a special guardian must be appointed.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION [\[Show\]](#)**

Article 200. Either spouse may file for separation of property in the following cases:

1. For the same reasons that authorize legal separation, and
2. Because the other spouse has incurred in cessation of payments, bankruptcy, offer of transfer of assets, insolvency or bankruptcy proceedings, dissipation or habitual gambling, fraudulent or notoriously negligent administration of their assets in a manner that seriously undermines the interests of the plaintiff in the marital partnership.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 201. In accordance with Ruling C-829 of 2001, it should be understood as repealed by the Code of Civil Procedure, which comprehensively regulates the process of separation of property.

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION [\[Show\]](#)**

Article 202. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 203. Once the judgment declaring the assets has been enforced, neither spouse shall thereafter have any share in the joint property resulting from the administration of the other.

TEXT CORRESPONDING TO [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

JURISPRUDENCIA [\[Mostrar\]](#)
aclaración: para el contenido de los términos típicos de español de la época.

X**PREVIOUS LEGISLATION [\[Show\]](#)**

Article 204. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 205. During separation, both spouses must provide for the needs of the family in proportion to their means. The judge shall, if necessary, regulate the contribution.

CASE LAW [\[Show\]](#)

Article 206. Creditors of a woman separated from property by acts or contracts that she has legitimately been able to enter into shall have recourse to the woman's property.

The husband shall not be liable with his property unless he has agreed as guarantor, or otherwise, to the obligations contracted by the woman.

He shall also be liable in proportion to the benefit he has derived from the obligations contracted by the woman, including the benefit of the common family, insofar as he was legally obliged to provide for its needs.

CASE LAW [\[Show\]](#)

Article 207. If a woman with separate property grants her husband the administration of any part of her property, the husband shall be bound to the woman as a simple agent.

CASE LAW [\[Show\]](#)

Article 208. Repealed.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 209: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 210. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
certain words specific to the Spanish of the time.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 212. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 10. LEGITIMATE CHILDREN CONCEIVED IN MARRIAGE

CHAPTER 1. GENERAL RULES

Article 213. A child conceived during marriage or during a de facto marital union shall have as parents the spouses or permanent partners, unless proven otherwise in a paternity investigation or contestation proceeding.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 214. A child born after the expiration of one hundred and eighty days following the marriage or declaration of the de facto marital union shall be deemed to have been conceived within the union and shall have the spouses or permanent partners as parents, except in the following cases:

1. When the spouse or permanent partner proves by any means that he is not the father.
2. When this presumption is refuted in a paternity challenge through scientific testing, in accordance with Law 721 of 2001.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 215. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 216. The spouse or permanent partner and the mother may contest the paternity of a child born during the marriage or during a common-law marriage within one hundred (140) days of becoming aware that they are not the biological father or mother.

TEXT CORRESPONDING TO [\[Show\]](#) **CASE LAW** [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 217. The child may contest paternity or maternity at any time. In the respective process, the spouse or permanent partner shall be presumed to be the biological father or mother, unless proven otherwise. The husband's residence at the place of birth of the child shall give rise to a presumption that he knew about it immediately.

The husband's residence at the place of birth of the child shall give rise to a presumption that he knew about it immediately,

unless it is proven that the woman concealed the birth.

Paragraph. Persons requesting scientific testing may do so only once and at their own expense; unless they do not have the necessary resources to request it, they may do so provided they demonstrate to the ICBF that they do not have the means, in which case they shall enjoy the benefit of poverty protection enshrined in Law 721 of 2001.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 218. The competent judge who proceeds with the process of claiming or contesting paternity or maternity, either ex officio or at the request of a party, shall, whenever possible, involve the presumed biological father or presumed biological mother in the process, in order to declare paternity or maternity in the same proceedings, in order to protect the rights of the minor, in particular the right to have a true identity and a name.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 219. Heirs may contest paternity or maternity from the moment they learn of the death of the father or mother or thereafter; or from the moment they learn of the birth of the child, otherwise the term for contesting shall be 140 days. However, this right shall cease if the father or mother has expressly recognized the child as theirs in their will or in another public instrument.

If the interested parties have taken effective possession of the property without opposition from the alleged child, they may raise the objection at any time that he or his heirs dispute their rights.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 220. At the request of any person who has a current interest in the matter, the judge shall declare the illegitimacy of a child born after the expiration of three hundred days following the dissolution of the marriage.

If the husband was physically unable to have access to the woman prior to the dissolution of the marriage, the three hundred days shall be counted from the date on which this inability began.

The above provisions regarding dissolution shall apply to cases of separation of spouses due to a declaration of nullity of the marriage.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.
CASE LAW [\[Show\]](#)

X

Article 221. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 222. The ascendants of the father or mother shall have the right to contest paternity or maternity, even if they have no share in the succession of their children, but they may only bring the action after the death of the latter and no later than 140 days after learning of the death.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 223. Once the filiation of the child has been challenged, if the child is a minor, the judge shall appoint a guardian ad litem to defend him or her in the proceedings.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 224. During the paternity or maternity challenge trial, the paternity of the child shall be presumed, but when there is a final judgment, the plaintiff shall be entitled to compensation for all damages caused.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 2 SPECIAL RULES FOR CASES OF DIVORCE AND MARRIAGE ANNULMENT.

Article 225. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 226. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 227: Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 228. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 229: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 230. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 231: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3. RULES RELATING TO POSTHUMOUS CHILDREN.

Article 232. Upon the death of her husband, a woman who believes herself to be pregnant may report this to those who, in the absence of a posthumous child, would be called upon to succeed the deceased.

The report must be made within thirty days of her knowledge of her husband's death, but the delay may be justified or excused, as in the case of Article 225, paragraph 3.

The interested parties shall have the rights granted to the husband in the case of a recently divorced woman by the preceding articles, but subject to the same restrictions and burdens.

Article 233. The mother shall have the right to receive from the assets that would have corresponded to the posthumous child, if born alive and at the proper time, what is necessary for her subsistence and for the birth; and even if the child is not born alive, or it turns out that there was no pregnancy, she shall not be obliged to return what has been assigned to her, unless it is proven that she acted in bad faith, pretending to be pregnant, or that the child is illegitimate.

CHAPTER 4. RULES RELATING TO THE CASE OF A WOMAN REMARRYING.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

Article 234. When, due to the mother remarrying, there is doubt as to which of the two marriages belongs to a child, and if a court decision is invoked, the judge shall decide taking into consideration the

circumstances and also hearing the opinion of medical experts, if deemed appropriate.

Article 235. The woman who remarries before the due time and her new husband shall be jointly and severally liable for compensation for all damages and costs incurred by third parties due to the uncertainty of paternity.

TITLE 11. OF LEGITIMATED CHILDREN.

Article 236. Children conceived outside of marriage and legitimized by the subsequent marriage of their parents are also legitimate children, according to the rules and under the conditions to be expressed.

CASE LAW [\[Show\]](#)

Article 237. Subsequent marriage legitimizes ipso jure children conceived before and born during it. The husband, however, may challenge the legitimacy of a child born before the expiration of one hundred and eighty days following the marriage if he proves that he was physically unable to have access to the mother during the entire period in which conception could be presumed according to legal rules.

But even without this proof, he may challenge the legitimacy of the child if he was unaware of the pregnancy at the time of marriage and if he has not taken positive steps to acknowledge the child after its birth.

For the husband's claim to be valid, it must be made within the time limit and in the manner set forth in the preceding chapter.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 238. The marriage of the parents also legitimizes *ipso jure* those whom either or both have recognized as their natural children, subject to the legal requirements.

Article 239. Except in the cases referred to in the two preceding articles, subsequent marriage does not *ipso jure* confer legitimacy on children. For this to occur, it is necessary for the parents to designate in the marriage certificate, or in a public deed, the children to whom they confer this benefit, whether they are alive or deceased.

Article 240. Notification of Legitimation. When legitimation does not occur ipso jure, the public instrument of legitimation must be notified to the person to be legitimated. And if that person lives under marital authority, or is one of those who need a guardian or curator for the administration of their property, the notification shall be made to their husband or guardian or general curator, or in the absence thereof, to a special curator.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
 a change in the content of the text is not typical of the Spanish of the time.

JURISPRUDENCIA [\[Mostra\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 241. Legitimacy of a Capable Person. A person who does not need a guardian or curator for the administration of their property, or who does not live under marital authority, may freely accept or repudiate legitimacy.

Article 242. A person who needs a guardian or curator for the administration of their property may not accept or repudiate legitimation except through the ministry or with the consent of their guardian or general curator or a special curator, and subject to a prior judicial decree, with full knowledge of the facts.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 243. Any person who accepts or rejects shall declare so by public instrument within ninety days following notification. Once this period has elapsed, it shall be understood that they accept, unless it can be proven that they were unable to make the declaration in a timely manner.

Article 244. Legitimation benefits the legitimate descendants of legitimated children. If the legitimized child is deceased, notification shall be given to his or her legitimate descendants, who may accept or reject it in accordance with the preceding articles.

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION** [\[Show\]](#)

Article 245. Those legitimized by subsequent marriage are equal in every respect to those legitimized by conception within marriage.

However, the benefit of legitimation does not apply retroactively to a date prior to the marriage that produces it.

Article 246. The designation of legitimate children, even with the qualification of being born of a legitimate marriage, shall be understood to include those legitimized both in laws and decrees and in wills and contracts, unless those legitimized are expressly and specifically excluded.

CASE LAW [\[Show\]](#)

Article 247. The legitimation of a child born after the marriage has been celebrated may only be challenged by the same persons and in the same manner as the legitimacy of a child conceived in wedlock.

Article 248. En los demás casos podrá impugnarse la paternidad, no habiendo abun a de las causas
 Nura El texto de la Ley 84 de 1873, en su artículo 248, dice: "En los demás casos podrá impugnarse la paternidad, no habiendo abun a de las causas
 asiglaurianttoersia : may contain words specific to the Spanish language of the period.

X

1. That the child could not have had as his father the man who passes for such.

2. That the child did not have as its mother the woman who claims to be so, this allegation being subject to the provisions of Title 18 on disputed maternity.

Only those who can prove a current interest in the matter and the ascendants of those who believe they have rights shall be heard against paternity, within 140 days of becoming aware of the paternity.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 249. Only the legitimate heir, and in the case of Article 244, their legitimate-descendants immediately entitled to the benefit of legitimation, shall have the right to contest it on the grounds that the notification or acceptance provided for in Articles 240, 243, and 244 has been omitted.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

**TITLE 12.
RIGHTS AND OBLIGATIONS BETWEEN PARENTS AND LEGITIMATE CHILDREN.
(Expression declared unenforceable by ruling C-451 of 2016). "Legitimate."**

Article 250. Children owe respect and obedience to their parents.
Children are legitimate, extramarital, and adopted, and shall have equal rights and obligations.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 251. Although emancipation gives the child the right to act independently, he or she remains obliged to care for his or her parents in their old age, in a state of dementia, and in all circumstances of life in which they need his or her assistance.

Article 252. All other legitimate ascendants are entitled to the same assistance in the event of the absence or insufficiency of immediate descendants.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Article 253. It is the joint responsibility of the parents, or the surviving parent, to provide personal care for the upbringing and education of their legitimate-children.

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION** [\[Show\]](#)

Article 254. In the event of physical or moral incapacity of both parents, the judge may entrust the personal care of the children to another competent person or persons.

In choosing these persons, preference shall be given to the closest blood relatives and, above all, to the legitimate ascendants.

Article 255. The judge shall proceed briefly and summarily in all these decisions, hearing the relatives.

Article 256. The father or mother from whose personal care the children are removed shall not be prohibited from visiting them as often and freely as the judge deems appropriate.

Likewise, taking into account the particularities of the specific case and in the best interests of the child or adolescent, the judge shall order the regulation of visits with respect to second-degree ascendants by blood or second-degree civil kinship through the maternal or paternal line, when they do not have the personal care of the grandchildren or in cases where the parents deny or remove their children from the relationship with them.

Paragraph. The judge may deny or regulate visitation rights for parents or second-degree ascendants by blood or second-degree civil kinship through the maternal or paternal line when they have been convicted by a final judgment for crimes of domestic violence or crimes against sexual freedom, integrity, and development. The judge may also regulate visits with parents or second-degree ascendants on the maternal or paternal side when they have psychiatric diagnoses that pose a danger to the integrity of the child or adolescent.

Under no circumstances may the perpetrator have visitation rights with the victim or the victim's siblings. In all cases, visitation rights shall be regulated in the best interests of the child or adolescent and based on the available evidence.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 257: The expenses of raising, educating, and establishing legitimate children belong to the marital partnership, according to the rules that will be stated in relation to it.

If the husband and wife live under a regime of separate property, they must contribute to these expenses in proportion to their means.

However, if a child has his or her own property, the expenses of his or her establishment and, if necessary, those of his or her upbringing and education may be taken from that property, preserving the capital as much as possible.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACION ANTERIOR [\[Mostrar\]](#) **Nota.** El texto de la Ley 84 del 83, con preserva el original publicado. For this reason, **clarification:** it may contain words specific to the Spanish of the period. X

Article 258. Upon the death of one of the parents, the costs of raising, educating, and establishing the children shall be borne by the survivor under the terms of the final paragraph of the preceding article.

Article 259. The judge's decisions, under the conditions indicated in the preceding articles, shall be revoked upon the cessation of the cause that gave rise to them; they may also be modified or revoked by the judge in any case and at any time, if just cause arises.

Article 260. The obligation to support and educate a child who lacks assets shall pass, in the absence or insufficiency of the parents, to the legitimate grandparents on both sides jointly.

The judge shall regulate the contribution, taking into account the financial capacity of the contributors, and may modify it from time to time, according to the circumstances that arise.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 261. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 262. Families, parents, persons responsible for the personal care of children and adolescents, or their legal representatives, shall have the power to monitor their behavior, correct them, and punish them.

The use of physical punishment, cruel, humiliating, or degrading treatment, and any type of violence as a method of correction, punishment, or discipline is prohibited.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 263. The rights conferred upon parents in the preceding article shall extend, in the absence, incapacity, or death of one of them, to the other, and from both to the person responsible for the personal care of the minor child who is not of legal age.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 264. Parents shall, by mutual agreement, direct the education of their minor children and their moral and intellectual training in the manner they deem most appropriate for them; they shall also collaborate jointly in their upbringing, support, and establishment.

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)
 Noa El texto de la Ley 84 de 1873 con preserves the original wording published. For this reason, X

clarification: it may contain words specific to the Spanish of the time.

Article 265. The right granted to the father or mother by the previous article shall cease with respect to

children who, due to the misconduct of the father or mother, have been removed from their custody and entrusted to another person; who shall exercise this right with the consent of the guardian or curator, if she herself is not the guardian or curator.

Article 266. The rights granted to legitimate parents in the preceding articles may not be claimed in respect of a child who has been taken by them to the Casa de Espósitos (foundling hospital) or otherwise abandoned.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 267. Parents who, due to misconduct, have given cause for the removal of their children from their care shall incur the same deprivation of rights, unless this decision has subsequently been revoked.

Article 268. Repealed.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 13. On adoption.

Article 269. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 270. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 271. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 272. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 273. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~Article 266~~ other words specific to the Spanish of the time.

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 275. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 276. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 277. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 278. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 279. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 280. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 281. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 282. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 283. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 284. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 285. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 286. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 287. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

TITLE 14

Parental authority.

Article 288: Parental authority is the set of rights that the law recognizes to parents over their unemancipated children, to facilitate the fulfillment of the duties imposed on them by their status.

Parents jointly exercise parental authority over their legitimate children. In the absence of one parent, the other shall exercise it.

Non-emancipated children are children of the family, and the father or mother in relation to them is the father or mother of the family.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 289. Legitimation gives the legitimators parental authority over minors under the age of 21 who are not of legal age and terminates the guardianship under which they were placed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 290. Parental authority does not extend to a child who holds public office or employment in acts performed in the course of their employment or office. Public employees who are minors are considered adults in matters concerning their employment.

Article 291. The father and mother enjoy equal shares in the usufruct of all the property of the children of the family, except:

- 1) Property acquired by the child as a result of his or her work or industry, which forms his or her professional or industrial savings.
- 2) Property acquired by the child by way of donation, inheritance, or bequest, when the donor or testator has expressly stipulated that the usufruct of such property shall belong to the child and not to the parents; if only one of the parents is excluded, the usufruct shall belong to the other.
- 3) Inheritances and legacies that have passed to the child due to the unworthiness or disinheritance of one of the parents, in which case they shall belong exclusively to the other parent.

The assets over which the holders of parental authority have legal usufruct form the ordinary adventitious peculium of the child; those over which neither parent has usufruct form the extraordinary adventitious peculium.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 292. Parents enjoy legal usufruct until the child's emancipation.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Artículo 293. Los padres de los hijos a su vez, gozan de usufructo legal en el patrimonio de los hijos que no estén emancipados. Por tal razón, el artículo 294 del 1887 a presentarse con una redacción que no es la actual. **clarification:** may contain words specific to the Spanish of the period.

X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 301. In the case of the preceding article, the business transactions of the child of the family not authorized by the person exercising parental authority or by the assistant guardian shall be binding exclusively on his professional or industrial funds.

However, he may not borrow money at interest or buy on credit (except in the ordinary course of said income) without the written authorization of his parents. And if he does so, he shall not be bound by those contracts, except to the extent of the benefit he has derived from them.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 302. Acts or contracts entered into by a child of the family outside the scope of his or her professional or industrial funds and authorized or ratified by the person exercising parental authority shall be directly binding on the person who gave the authorization and, subsidiarily, on the child up to the amount of the benefit that the child would have derived from such transactions.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 303: Authorization to dispose of real estate. Under no circumstances may the real estate of the child, even if it belongs to his or her professional assets, be sold or mortgaged without the authorization of the judge, with full knowledge of the facts.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 304: Limitations on parents in administration. Parents may not make donations of any part of their child's property, nor lease it for a long period of time, nor accept or repudiate an inheritance deferred to their child, except in the manner and with the limitations imposed on guardians and curators.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 305: Litigation against the person exercising parental authority. Whenever a child has to litigate against the person exercising parental authority, he or she shall be assigned a guardian ad litem, who shall preferably be a family defense attorney if one exists in the respective municipality; and if acting as plaintiff, the authorization of the judge shall be required.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 306: Legal representation of the child. Legal representation of the child corresponds to either parent.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
 if the parents do not consent to the child, or if they give their consent without representing the child, then

apply the rules of the Code of Civil Procedure for the appointment of a guardian ad litem.

In civil actions against a child of the family, the plaintiff must address either of the child's parents to represent him or her in the litigation. If neither can represent the child, the rules of the Civil Code shall apply for the appointment of a guardian ad litem.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 307: Exercise and delegation of representation and administration. The rights of administration of property, legal usufruct, and extrajudicial representation of the child of the family shall be exercised jointly by the father and mother. The foregoing shall not prevent one parent from delegating, in writing, all or part of such administration or representation to the other parent.

If one of the parents is absent, the aforementioned rights shall correspond to the other.

In cases where the holders of parental authority cannot agree on the exercise of the rights referred to in the first paragraph of this article, or in cases where one of them does not agree with the way in which the other represents the child in court, the matter shall be referred to the judge or official designated by law to settle the dispute in accordance with the relevant procedural rules.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 308. Criminal proceedings against a child of the family. The intervention of the parents shall not be necessary to proceed against the child in the event of criminal proceedings against him or her; however, the parents shall be obliged to provide the child with the assistance he or she needs for his or her defense.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 309. Testamentary capacity of children. Children do not need parental authorization to dispose of their property by will, which shall take effect after their death.

Article 310. Suspension of parental authority. Parental authority is suspended with respect to either parent due to insanity, inability to administer their own property, or prolonged absence. It also terminates for the reasons set forth in Article 315; however, if these reasons apply to both spouses <parents>, the provisions of that article shall apply.

When parental authority is suspended with respect to both spouses <parents>, a guardian shall be appointed for the child who is not of legal age for the duration of the suspension.

The suspension or deprivation of parental authority does not exempt parents from their duties towards their children.

N **JURISPRUDEN** **DE** **LA** **LEY** **84** **DE** **1873** **RETAINS** **THE** **ORIGINAL** **WORDING** **PUBLISHED**. **FOR** **THIS** **REASON**, **CLARIFICATION:** **IT** **MAY** **CONTAIN** **WORDS** **TYPICAL** **OF** **THE** **SPANISH** **OF** **THE** **PERIOD.** **X**

3. For depravity that renders them incapable of exercising parental authority.
4. For having been sentenced to imprisonment for more than one year.
5. When the adolescent has been punished for the crimes of intentional homicide, kidnapping, extortion in all its forms, and aggravated crimes against freedom, integrity, and sexual development, and it is proven that the parents encouraged this behavior, without prejudice to their criminal responsibility under Article 25, paragraph 2, of the Criminal Code, which orders.

In the above cases, the judge may proceed at the request of any blood relative of the child, the family defense attorney, or even ex officio.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 316: Repealed by Article 70 of Decree 2820 of 1974.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 317: Repealed by Article 70 of Decree 2820 of 1974.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 16
Of natural children
(Title repealed by Article 65 of Law 153 of 1887)

Article 318. Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 319: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 319: Dteerxtogaddeo lpaorLeelya8rt4ícduelo6158d7e3 kaLnseyrv53kdelc&c7c-Original version published for this reason, **X**

clarification: it may contain words specific to the Spanish of the period.

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 321: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 322: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 323: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 324: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 325: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 326: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 327: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 328: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 329: Repealed by Article 65 of Law 153 of 1887.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

a continuación se presentan los vocablos propios de la legislación anterior.

TEXTO CORRESPONDIENTE A [\[Mostrar\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 330: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 331: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 331: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 17

On the obligations and rights between parents and natural children.

Article 333. Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 334: Repealed by Article 65 of Law 153 of 1887.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 18.

Disputed maternity.

Article 335. Contesting maternity. Maternity, that is, the fact that a woman is the true mother of the child she claims as her own, may be contested by proving false birth or substitution of the alleged child for the true child. The following have the right to contest it:

- 1.° The husband of the alleged mother and the alleged mother herself, in order to deny the legitimacy of the child.
- 2.° The true legitimate father and mother of the child, in order to confer upon him or her, or upon their legitimate descendants, the rights of family membership in their family.

No. 3. The truth is that the original text published is incorrect. For this reason,

clarification: it may contain words specific to the Spanish of the period.

X

JURISPRUDENCE [\[Show\]](#)

Article 336: Repealed by Article 12 of Law 1060 of 2006.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 337. Third parties entitled to bring the action. This action shall also be granted to any other person whose rights to the testamentary or intestate succession of the presumed father or mother are currently prejudiced by the putative maternity.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 338. False birth. None of those who have taken part in the fraud of false birth or impersonation shall in any way benefit from the discovery of the fraud, not even to exercise parental rights over the child or to demand child support, or to inherit their property upon their death.

TITLE 19. On the attainment of age of majority.

Article 339: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 340: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 341: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 342: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 343: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 344: Repealed by Law 27 of 1977.
PREVIOUS LEGISLATION [\[Show\]](#)

Artículo 342: Derogado por la Ley 27 de 1977.

Nota El texto de la Ley 84 de 1873 c' retains the original wording published. For this reason,

X

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)
a clara forma de comprender vocablos propios de Spanish theme.

TITLE 20.
Proof of civil status

CHAPTER 1.
Preliminary provisions

Article 346: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 347: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 348: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 349: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 2
Birth Registration

Article 350: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 351. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 352. Repealed.

NToEtaX TO **CEOI** **RteRxttoE** **SdePlaOLNeDy I8E4 NdeT1E87A3 c6Mnosvra1a** original text published. For this reason,

X

L E G I S L A C I Ó N I N T E R I O R [\[Mostrar\]](#)
a clara forma de coner vocab os popio s de Spanish time

Article 353. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 354. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 355. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3. Registration of deaths

Article 356. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 357. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 358. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 359. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 360. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

Article 361. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 362. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 363. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. Marriage Registry

Article 364. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 365. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 366: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 367: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 5. Registration of recognition of natural children

A(t)ículo 368. Derogado. Nota El texto de Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the time. X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 369. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 370. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 6. Adoption Registry

Article 371. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 7. General provisions

Article 372. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 373: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 374: Repealed by Article 123 of Decree 1260 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 375. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)

Nota El texto de la Ley 84 de 1873 con preserves the original wording published. For this reason,

clarification: it may contain words specific to the Spanish of the time.

Article 376. Repealed.

X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 377. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 378. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 379. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 380. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 381. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 382. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 383. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 384. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

NLoEtaG ISL AECI ItÓexNto dAeNlaTLEeRy I8O4 dReIM87o3stcaom] preserves the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the period.

Article 385. Repealed.

X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 386. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 387. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 388. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 389. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 390. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 391. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 392. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 393. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

NLoEtaG ISL AECl ItÓexNto dAeNlaTLEeRy I8O4 dReIM87o3stcaom] preserves the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the period. X

Article 394. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 395. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 396. Notorious possession of the state of marriage. Notorious possession of the state of marriage consists, mainly, in the alleged spouses having treated each other as husband and wife in their domestic and social relations; ~~and in the woman having been accepted in this capacity by her husband's relatives and friends, and by the neighborhood of her domicile in general.~~

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 397. Notorious possession of the status of legitimate child. Notorious possession of the status of legitimate child consists of the child's parents having treated him or her as such, providing for his or her education and establishment in a competent manner, and presenting him or her in that capacity to their relatives and friends; and in the fact that the latter and the neighborhood of their domicile, in general, have reputed and recognized him or her as the legitimate child of such parents.

CASE LAW [\[Show\]](#)

Article 398. In order for notorious possession of civil status to be accepted as proof of said status, it must have lasted for at least five continuous years.

Paragraph. The time prior to the entry into force of this law may be counted toward this period, without affecting the legal proceedings in ongoing trials.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 399. Notorious possession of civil status shall be proven by a set of reliable testimonies that establish it in an irrefutable manner, particularly in the event that the absence of the respective certificate, or the loss or misplacement of the book or register in which it should be found, cannot be satisfactorily explained or proven.

Article 400. When it is necessary to determine the age of an individual for the performance of acts or the exercise of positions that require a certain age, and it is not possible to do so by means of documents or statements establishing the time of birth, an average age between the highest and lowest apparent ages shall be attributed to that individual.

Incompatible with cEoInteexl ~~to the State Public~~ Original publication For this reason, **clarification:** it may contain words specific to the Spanish language of the period. [_____](#) X

The Prefect or Correjidor, in order to establish the age, shall hear the opinion of doctors or other suitable persons.

instrumental in the deed.

A note citing the legitimation deed shall be placed in the margin of the legitimated child's birth certificate.

If the birth of the legitimized child was registered in a Notary's office other than the one where the legitimation is granted, the Notary who authorizes the legitimation shall notify the Notary where the birth is registered, so that such entry may be made in accordance with the terms of the preceding paragraph.

Article 409. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 410. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 21.
On alimony owed by law to certain persons.

Article 411. Alimony is owed:

- 1) To the spouse.
- 2) To legitimate descendants.
- 3) To legitimate ascendants.
- 4) By the guilty spouse, to the divorced or separated spouse through no fault of their own.
- 5) To natural children, their legitimate descendants, and natural grandchildren.
- 6) To natural ascendants.
- 7) To adopted children.

~~N8pAtalos padrEesl taedxotoptadnetelas.~~ Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

9) To legitimate siblings.

10) To those who made a substantial donation, if it has not been rescinded or revoked.

The donor's action shall be directed against the donee.

No alimony is owed to the persons designated herein in cases where a law denies it.

11) To foster children.

12) To foster parents.

13) To the spouse who, as a result of divorce proceedings under ground 10, lacks the means of subsistence, provided that he or she does not enter into a new marriage or a new de facto marital union.

Paragraph. Foster children shall be obliged to pay maintenance to their foster parents, provided that they have never suffered any kind of physical or psychological abuse at the hands of the latter.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 412. The general rules governing the provision of maintenance are as follows, without prejudice to the special provisions contained in this Code with regard to certain persons.

Art. 413. Alimony is divided into reasonable and necessary.

Congruous are those that enable the recipient to subsist modestly in a manner commensurate with their social position.

Necessary means those that provide what is sufficient to sustain life. Maintenance, whether adequate or necessary, includes the obligation to provide the recipient, if under the age of twenty-one, with primary education and training in a profession or trade.

CASE LAW [\[Show\]](#)

Art. 414. Adequate maintenance is owed to the persons designated in numbers 1, 2, 3, 4, and 10 of Article 411, except in cases where the law expressly limits it to what is necessary for subsistence; and

en los casos en que el límite se ha hecho culpable de injuria grave contra la persona que le debía alimentos.

Clarificación: puede con contain word typical of the Spanish of the period.

X

Appropriate alimony must also be paid in the case of Article 330.

In the case of aggravated insult, the obligation to provide maintenance shall cease entirely.

For the purposes of this article, serious crimes and minor crimes that involve an attack on the person who owes maintenance constitute atrocious injury. Other minor crimes against any of the individual rights of the same person who owes maintenance constitute serious injury.

CASE LAW [\[Show\]](#)

Art. 415. Those who are incapable of exercising the right of ownership are not incapable of receiving maintenance.

Art. 416. A person who has several of the grounds for requesting maintenance listed in Article 411 may only use one of them, observing the following order of preference.

First, the one who has, according to paragraph 10.

Second, those who have, according to paragraphs 1 and

4. Third, those who have, according to paragraphs 2 and

5. Fourth, those who have, according to paragraphs 3 and

6.

Fifth, the one that has according to paragraphs 7 and 8.

The person referred to in paragraph 9 shall only take precedence if all others are absent.

Among several ascendants or descendants, those of the closest degree shall be resorted to.

Only in the event of insufficiency of the preferential title may another be resorted to.

CASE LAW [\[Show\]](#)

Art. 417. While the obligation to provide maintenance is being decided, the judge or prefect may order that it be provided provisionally, provided that plausible grounds are offered in the course of the proceedings, without prejudice to restitution if the person against whom the claim is brought is acquitted.

This right to restitution shall cease if the claim has been brought in good faith and on plausible grounds.

Art. 418. In the case of fraud to obtain alimony, all those who have participated in the fraud shall be jointly and severally liable for restitution and compensation for damages.

Art. 419. In assessing maintenance payments, the following factors must always be taken into consideration:

Not ~~El texto de la Ley 84 de 1873~~ retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 420. Adequate or necessary maintenance is only owed to the extent that the means of subsistence of the maintenance creditor are not sufficient to enable him or her to live in a manner corresponding to his or her social position or to sustain life.

Art. 421. Alimony is owed from the first claim and shall be paid in advance on a monthly basis.

No restitution may be requested for that part of the advance payments that the recipient did not receive due to their death.

CASE LAW [\[Show\]](#)

Art. 422. Alimony owed by law is understood to be granted for the entire life of the recipient, as long as the circumstances that justified the claim continue to exist.

However, no male who is only entitled to necessary maintenance may claim it after reaching the age of 21, unless he is unable to support himself through work due to a physical or mental disability; but if he subsequently becomes disabled, the obligation to provide maintenance shall be revived.

CASE LAW [\[Show\]](#)

Article 423. The judge shall regulate the form and amount of maintenance to be provided and may order that it be converted into interest on capital deposited for this purpose in a savings account or other similar institution and returned to the maintenance provider or their heirs once the obligation ceases.

Likewise, the judge may order the spouse obliged to provide maintenance to the other, on the grounds of divorce or legal separation, to provide personal or real guarantees to ensure compliance in the future.

Agreements between spouses in which, in accordance with the law, the amount of financial obligations is determined by mutual agreement are valid; however, at the request of one of the parties, they may be modified by the same judge if the circumstances that gave rise to them change, following the procedures established in Article 137 of the Code of Civil Procedure.

In the same event and by the same procedure, either spouse may request a judicial review of the amount of the obligations set forth in the judgment.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 424. The right to request alimony cannot be transferred due to death, nor can it be sold or assigned in any way, nor can it be waived.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Art. 425. A person who owes alimony may not oppose the plaintiff in compensation for what the plaintiff owes him

owes to him.

Art. 426. Notwithstanding the provisions of the two preceding articles, overdue alimony payments may be waived or offset; and the right to claim them may be transferred due to death, sold, or assigned, without prejudice to the statute of limitations applicable to the debtor.

Art. 427. The provisions of this title do not apply to maintenance payments made voluntarily in a will or by donation between living persons, which shall be subject to the will of the testator or donor, insofar as he or she has been able to freely dispose of his or her property.

CHAPTER 1.
Definitions and general rules

CHAPTER 1
Definitions and general rules

Article 428. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 429. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 430. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 431. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 432. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Artículo 433. El texto de la Ley 84 de 1873 retiene el original publicado. Por esta razón, **clarificación:** it may contain words typical of the Spanish of the time. [\[Show\]](#) X

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 434. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 435. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 436. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 437. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 438. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 439. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 440. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 441. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Article 442. Repealed.

clarification: it may contain words specific to the Spanish of the time.

X

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 443. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

CHAPTER 2.**On guardianship or testamentary curatorship.**

Article 444. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 445. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 446. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 447. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 448. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 449. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 4 Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish language of the time.

TEXT CORRESPONDING TO [\[Show\]](#)

X

PREVIOUS LEGISLATION [\[Show\]](#)

Article 451. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 452. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 453. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 454. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 455. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

CHAPTER 3.
On guardianship or legal guardianship

Article 456. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 457. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 458. Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~amalgamados con el texto de la Ley 84 de 1873, en virtud de lo establecido en el artículo 10 de la Ley 1712 de 2014.~~

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 459. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. Guardianship or curatorship

Article 460. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 461. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 462. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 23.

On the proceedings and formalities that must precede the exercise of guardianship or curatorship.

Article 463. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 464. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 465. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)

Nota El texto de la Ley 84 de 1873 con [\[Mostrar\]](#) preserves the original published wording. For this reason, **clarification:** it may contain words specific to the Spanish of the period.

X

Article 466. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 467. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 468. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 469. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 470. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 471. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 472. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 473. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 474. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

NLoEtaG ISL AECl ItÓexNto dAeNlaTLEeRy I8O4 dReIM87o3stcaom] preserves the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the period. X

Article 475. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 476. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 477. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 478. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 479. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 24.

On the administration of guardians and curators with regard to property.

Article 480. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 481. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 482. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, ~~Article 482~~ contains other vocabulary specific to the Spanish of the period.

X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 484. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 485. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 486. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 487. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 488. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 489: Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 490. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 491. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the ~~Spanish~~ of the time.

X

Article 492. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 493. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 494. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 495. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 496. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 497. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 498. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 499. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 500. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **aclaratoria**: puede contener words typical of the Spanish of the period.

X

Artículo 501. Derogado

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 502. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 503. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 504. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 505. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 506. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 507. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 508. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 509. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **a c l a r a t o r i a**; puede contener words typical of the Spanish of the period.

X

Artículo 510. Derogado

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 511. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 512. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 513. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 514. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 515. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 516. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 25.

Special rules or rules relating to guardianship.

Article 517. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1 ~~Di teerxotgoaddoe~~. Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

TEXT CORRESPONDING TO [\[Show\]](#)

X

Article 527. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 528. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 529. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 530. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 27.

Special rules relating to guardianship of the dissipator.

Article 531. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 532. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 533. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 534. Repealed.

**NToEtaX TOCEOl RteRxttoE SdePlaOLNeDy I8E4 NdeT1E87A3 cpMroostwa]a original text published. For this reason,
 ~~actONIApCuel ÓdeNcoAnteNnTerEvRocIaObIRos pMroopsitoras id]eSpishoftheime~~**

Article 544. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 28.

Special rules relating to the guardianship of the mentally incompetent.

Art. 545. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 546. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 547. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 548. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 549. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 550. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 551. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

Article 552. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 553. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 554. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 555. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 556. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 29.

Special rules relating to the guardianship of deaf-mutes.

Article 557. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 558. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 559. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 6 Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish language of the time.

TEXT CORRESPONDING TO [\[Show\]](#)

X

PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 30.
On the guardianship of property.

Article 561. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 562. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 563. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 564. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 565. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 566. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 567. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 568. Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~any of the original text of Law 84 of 1873 is not published in the current version of the law.~~

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 569. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 570. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 571. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 572. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 573. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 574. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 575. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 576. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Artículo 577. Derogado. Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the time.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 578. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 579. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 580. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 31. Regarding assistant curators.

Article 581. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 582. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 32 Special Curators

Article 583. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 584. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACIÓN ANTERIOR [\[Mostrar\]](#)

Nota El texto de la Ley 84 de 1873 con **clarification:** it preserves the original published wording. For this reason, it may contain words specific to the Spanish of the period.

X

TITLE 33

On incapacities and excuses for guardianship or curatorship.

Article 585. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

CHAPTER 1.
On incapacities
Paragraph 1
Rules relating to physical and moral defects

Article 586. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Paragraph 2. Rules
relating to sex.

Article 587. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Paragraph 3. Rules
relating to age.

Article 588. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 589. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Paragraph 4.

Note The text of Ley 84 of 1873 is a translation of the original published in Spanish. **clarification:** it may contain words specific to the Spanish of that period. **X**

Article 590. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 591. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 592. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Paragraph 5.

Rules relating to conflicts of interest or differences in religion between the guardian and the ward.

Article 593. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 594. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 595. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 596. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Paragraph 6.

Rules relating to supervening incapacity

Note  The text of Law 84 of 1873 retains the original wording published. For this reason,  other words specific to the Spanish of the period.

X

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 598. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 599. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Paragraph 7.
General rules on incapacities.

Article 600. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 601. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

CHAPTER 2.
Excuses

Article 602. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 603. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 604. Repealed.

TEXT CORRESPONDIENTE A [\[Mostrar\]](#)
Nota: El texto de la Ley 84 de 1873 conserva el original published text. For this reason,
LEGISLACIÓN ANTERIOR [\[Mostrar\]](#),
a clarificar los términos y vocablos propios de la época.

X

Article 605. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 606. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 607. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 608. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 609. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 610. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 611. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3.

Rules common to incapacities and excuses

Article 612. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

Article 613. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

TITLE 34.

Remuneration of guardians and curators.

Article 614. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 615. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 616. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 617. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 618. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 619. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 620. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
~~Article 614~~ retains vocabulary specific to the Spanish of the period.

X

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 622. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 623. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 624. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 625. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 626. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 35.

Removal of guardians and curators

Article 627: Repealed by Article 119 of Law 1306 of 2009

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 628. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 629. *Di teerxotgoaddoe*. Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

TEXT CORRESPONDING TO [\[Show\]](#)

X

PREVIOUS LEGISLATION [\[Show\]](#)

Article 630. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 631. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 632. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

TITLE 36.
Legal entities

Art. 633. *A legal entity* is a fictitious person capable of exercising rights and assuming civil obligations, and of being represented in and out of court.

There are two types of legal entities: corporations and public charitable foundations. There are legal entities that participate in both types.

Art. 634. Foundations that have not been established by law are not legal entities.

Art. 635. Industrial companies are not covered by the provisions of this Title; their rights and obligations are governed, according to their nature, by other titles of this Code and by the Commercial Code.

The provisions of this Title shall not apply to public law corporations or foundations, such as establishments financed with funds from the national treasury.

Article 636. Ruling 670 of 2005 stated that this article was repealed with the issuance of Decree 2150 of 1995, "inasmuch as there is a general system that is opposed to requiring the approval of the statutes of such organizations, since the new system provides only, except as provided in Decree 2150 itself, that the statutes agreed upon by the associations be registered with the corresponding chamber of commerce."

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Art. 636** of the **Code of Commerce** is typical of the Spanish of the time.

X

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 637. What belongs to a corporation does not belong, either in whole or in part, to any of the individuals who comprise it; and conversely, the debts of a corporation do not give anyone the right to demand payment in whole or in part from any of the individuals who comprise the corporation, nor do they give rise to any action against their own assets, but only against the assets of the corporation.

However, the members may, by expressing it, bind themselves individually at the same time as the corporation binds itself collectively; and the liability of the members shall then be joint and several if joint and several liability is expressly stipulated.

But liability does not extend to heirs, except where the members of the corporation have expressly bound them.

Art. 638. The majority of the members of a corporation who, according to its statutes, have a deliberative vote shall be considered as a legal chamber or meeting of the entire corporation.

The will of the majority of the chamber is the will of the corporation.

All of which is understood without prejudice to any modifications that the statutes of the corporation may prescribe in this regard.

Art. 639. Corporations are represented by persons authorized by the respective laws or ordinances, and in the absence of either, by an agreement of the corporation conferring this status.

Art. 640. The acts of the representative of the corporation, insofar as they do not exceed the limits of the ministry entrusted to him, are acts of the corporation; insofar as they exceed these limits, they are only binding on the representative personally.

Art. 641. The statutes of a corporation are binding on it, and its members are obliged to obey them under the penalties imposed by the statutes themselves.

Art. 642. Every corporation has over its members the right of correctional policing conferred upon it by its statutes, and shall exercise this right in accordance with them.

Article 643. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 644. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Nota El texto de Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the time. **X**

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 646. Creditors of corporations have recourse against their assets as against those of a natural person who is under guardianship.

Article 647. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 648. If, due to death or other accidents, the members of a corporation are reduced to such a small number that the purposes for which it was established can no longer be fulfilled, or if all of them are missing and the statutes have not provided for the manner of integrating or renewing it in such cases, it shall be incumbent upon the authority that legitimized its existence to dictate the manner in which the integration or renewal is to be carried out.

Art. 649. Once a corporation has been dissolved, its property shall be disposed of in the manner prescribed by its statutes for such cases; and if this case has not been provided for in the statutes, said property shall belong to the nation, with the obligation to use it for purposes similar to those of the institution. It shall be incumbent upon the Congress of the Union to designate such purposes.

Art. 650. Charitable foundations that are to be administered by a group of individuals shall be governed by the statutes that the founder has dictated; and if the founder has not expressed his will in this regard, or has only expressed it incompletely, this defect shall be remedied by the President of the Union.

Article 651. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 652. Foundations shall cease to exist upon the destruction of the assets intended for their maintenance.

End of Book One.

BOOK TWO.

On assets and their ownership, possession, use, and enjoyment.

TITLE 1.

Of the various types of property.

Art. 653. Property consists of tangible or intangible things.

Tangible property is that which has a real existence and can be perceived by the senses, such as a house or a book.

Intangible property consists of mere rights, such as credits and active easements.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

X

CHAPTER 1

On tangible property

Art. 654. Tangible things are divided into movable and immovable property.

Article 655. Movable property. Movable property is that which can be transported from one place to another, either by moving itself, such as animals (which are therefore called self-moving), or by being moved by an external force, such as inanimate objects.

Exceptions are those that, being movable by nature, are considered immovable due to their purpose, according to Article 658.

Paragraph. Animals shall be recognized as sentient beings.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 656. *Real estate or property or real estate* are things that cannot be transported from one place to another, such as land and mines, and those that are permanently attached to them, such as buildings and trees.

Houses and estates are called *properties* or *farms*.

Article 657. Plants are immovable property as long as they are attached to the ground by their roots, unless they are in pots or boxes that can be transported from one place to another.

Article 658. Things that are permanently intended for the use, cultivation, and benefit of real estate are considered real estate, even if they are not real estate by nature, even though they can be separated without detriment. Such things include, for example:

Paving slabs;

Pipes;

Farming or mining tools, and animals currently used for farming or improving a property, provided they have been placed there by the owner of the property;

Fertilizers existing on the farm and intended by the owner to improve it;

Presses, boilers, vats, stills, barrels, and machines that form part of an industrial establishment attached to the land and belonging to the owner thereof;

Animals kept in rabbit hutches, aviaries, ponds, beehives, and any other livestock pens, provided that these are attached to the land or are part of the land itself or of a building.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

CASE LAW [\[Show\]](#)

Article 659. The products of real estate and things accessory thereto, such as grass from a field, wood and fruit from trees, and animals from a menagerie, are considered movable property, even before their separation, for the purpose of establishing a right to said products or things to a person other than the owner.

The same applies to the earth or sand from the ground, metals from a mine, and stones from a quarry.

Article 660. Items of comfort or decoration that are nailed or fixed to the walls of houses and can be easily removed without damaging the walls themselves, such as stoves, mirrors, pictures, and tapestries, are considered movable property. If pictures or mirrors are embedded in the walls, forming a single body with them, they shall be considered part of the walls, even if they can be separated without damage.

Article 661. Items that are considered immovable property because they are accessories to real estate do not cease to be so because of their temporary separation; for example, bulbs or onions that are pulled up to be replanted, and slabs or stones that are removed from their place for construction or repair with the intention of returning them to their place. However, once they are separated for a different purpose, they cease to be immovable.

Article 662. When the law or man uses the expression *movable property* without further qualification, it shall be understood to include everything that is understood by movable property according to Article 655.

The *furnishings of a house* shall not include money, documents and papers, scientific or artistic collections, books or their shelves, medals, weapons, arts and crafts instruments, jewelry, clothing and bedding, carriages or horses or their harnesses, grains, broths, merchandise, or in general other things that form part of the furnishings of a house.

Art. 663. Movable property is divided into fungible and non-fungible items.

The former include those that cannot be used for their intended purpose without being destroyed.

Currency, insofar as it perishes for those who use it as such, is a fungible thing.

CHAPTER 2. Intangible things

Art. 664. Intangible property consists of real or personal rights.

Art. 665. A *real* right is one that we have over a thing without regard to a specific person.

Real rights include ownership, inheritance, usufruct, use or habitation, and easements.

Nota: The text of Law 84 of 1873 retains the original published wording. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Real actions arise from these rights.

TITLE 3. Union property

Art. 674. *Union property* refers to property owned by the Republic.

If, in addition, their use belongs to all the inhabitants of a territory, such as streets, squares, bridges, and roads, they are called *Union property for public use* or *public property of the Territory*.

Union property whose use does not generally belong to the inhabitants is called *Union property* or *fiscal property*.

Art. 675. All lands located within the territorial limits that have no other owner are Union property.

Art. 676. Bridges and roads built at the expense of private individuals on land belonging to them are not Union property, even if the owners allow all inhabitants of a territory to use and enjoy them.

The same applies to any other constructions built at the expense of private individuals on their land, even when their use is public, with the permission of the owner.

Art. 677. Rivers and all waters that flow through natural channels are property of the Union, for public use in the respective territories.

Exceptions are made for springs that originate and end within the same estate: their ownership, use, and enjoyment belong to the owners of the riverbanks, and pass with them to the heirs and other successors of the owners.

Art. 678. The use and enjoyment for transit, irrigation, navigation, and any other lawful purposes by private individuals on streets, squares, bridges, and public roads, on rivers and lakes, and generally on all Union property for public use, shall be subject to the provisions of this Code and to any other provisions on the matter contained in the laws.

Art. 679. No one may construct any work on streets, squares, bridges, beaches, public land, or other places owned by the Union without special permission from the competent authority.

Art. 680. Columns, pilasters, steps, thresholds, and any other structures that serve for the convenience or decoration of buildings, or form part of them, may not occupy any space, however small, on the surface of streets, squares, bridges, roads, and other places owned by the Union.

Buildings in which the contrary practice has been tolerated shall be subject to the provisions of this article, if

Not reconstruyeren. El texto de Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 681. In buildings constructed on the sides of streets or squares, there shall be no windows, balconies, bay windows, or other structures that protrude more than half a decimeter from the vertical plane of the boundary up to a height of three meters; nor shall there be any above that height that protrude from said vertical plane except up to a horizontal distance of three decimeters.

The provisions of this article shall apply to the reconstruction of such buildings.

Art. 682. With regard to structures built with the permission of the competent authority on land owned by the Union, the individuals who have obtained this permission shall have only the use and enjoyment of them, and not the ownership of the land.

Once the works have been abandoned or the period for which the permission was granted has expired, they and the land shall be restored, by operation of law, to the exclusive use and enjoyment of the Union or to the general use and enjoyment of the inhabitants, as prescribed by the sovereign authority. However, this shall not apply if ownership of the land has been expressly granted by the Union.

Art. 683. Canals may not be dug from rivers for any industrial or domestic purpose, except in accordance with the respective laws.

Art. 684. Notwithstanding the provisions of this Chapter and of the *Chapter on Accession*, with regard to the Union's dominion over rivers, lakes, and islands, the rights acquired by individuals in accordance with the legislation prior to this Code shall remain in force.

TITLE 4. On occupation

Art. 685. *Occupation* acquires ownership of things that do not belong to anyone and whose acquisition is not prohibited by law or international law.

Art. 686. *Hunting* and *fishing* are types of occupation by which ownership of wild animals is acquired.

Article 687. *Wild animals, domestic animals, domestic pets, and domesticated* animals. Wild animals are those that live naturally free and independent of humans, such as wild beasts and fish; domestic animals are those that belong to species that ordinarily live under the dependence of humans, such as chickens and sheep; companion animals are those that have been introduced into the human family unit and with which emotional bonds are created, such as dogs and cats, among others; domesticated animals are those that, despite being wild by nature, have become accustomed to domesticity and recognize in a certain way the rule of man; and emotional support animals, which provide relief, assistance, and are necessary for a person's well-being and mental health, recommended and certified by a duly registered mental health professional, whose presence and bond with a person is determined to be necessary for the treatment, management, or stabilization of a documented medical or mental health condition.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~insudeodme~~ ~~ecostnicteandears,~~ ~~with~~ ~~apies~~ ~~that~~ ~~and~~ ~~that~~ ~~the~~ ~~reped~~ ~~in~~ ~~de~~ ~~pend~~ ~~en~~ ~~ce~~ ~~of~~ ~~h~~ ~~um~~ ~~ans,~~ they follow the rules of domestic animals, and when they lose this habit, they return to the class of

are not fenced or cultivated.

Art. 697. Pigeons that leave one dovecote and settle in another shall be deemed to be legitimately occupied by the owner of the second dovecote, provided that the latter has not used any means to attract and entice them.

In such a case, he shall be obliged to compensate for any damage, including the restitution of the species, if the owner so demands, and if he does not demand it, to pay their price.

Art. 698. Domestic animals are subject to ownership.

The owner retains this ownership over fugitive domestic animals, even if they have entered foreign lands, unless the laws and regulations of rural or urban police establish otherwise.

Art. 699. *Invention* or *discovery* is a type of occupation whereby the person who finds an inanimate object that belongs to no one acquires ownership of it by taking possession of it.

In this way, ownership is acquired of stones, shells, and other substances washed up by the sea that show no signs of previous ownership. Things whose ownership has been abandoned by their owner are acquired in the same way, such as coins thrown into the sea for the first occupant to take possession of.

Things thrown into the sea by sailors to lighten the ship are not presumed to have been abandoned by their owners.

Art. 700. The discovery of treasure is a kind of invention or finding.

Treasure is defined as coins, jewelry, or other precious items that have been made by humans and have been buried or hidden for a long time, with no memory or indication of their owner.

Art. 701. Treasure found on someone else's land shall be divided equally between the owner of the land and the person who made the discovery.

However, the latter shall not be entitled to their share unless the discovery was accidental or the treasure was sought with the permission of the owner of the land.

In all other cases, or when the owner of the land and the discoverer are the same person, the entire treasure shall belong to the owner of the land.

Art. 702. Any person may ask the owner of an estate or building for permission to dig in the ground to retrieve money or jewelry that they claim belongs to them and is hidden there; and if they indicate the location where they are hidden and provide sufficient assurance that they will prove their right to them and that they will compensate the owner of the estate or building for any damage, the latter may not refuse permission or oppose the extraction of said money or jewelry.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Art. 703** is not applicable and does not have effect. **X**
 a claratoria. No puede darse el descubrimiento de tesoros que se hallan ocultos en el suelo de la tierra que se descubre en el extranjero, dependiendo de la evidencia y las indicaciones.

In the latter case, after deducting costs, the treasure shall be divided equally between the finder and the owner of the land; however, the latter may not claim compensation for damages unless he renounces his share.

Art. 704. Anyone who finds or discovers something that, by its nature, clearly belonged to a previous owner, or that, by its marks or traces, indicates that it belonged to a previous owner, must make it available to its owner, if known.

If the owner of the thing found or discovered is not known or does not appear, the thing shall be provisionally deemed to be vacant or ownerless.

Art. 705. Any person who, in the case referred to in the previous article, fails to deliver the found movable property to the owner, if known, or, if not known, to the competent authority, within thirty days of the discovery, shall be criminally prosecuted, in addition to any liability for damages caused by their omission.

Art. 706. Real estate located within the respective territory under the jurisdiction of the Nation, with no apparent or known owner, shall be considered *vacant* property, and movable property in the same situation shall be considered *abandoned* property.

Article 707. Vacant and abandoned property in the territories belongs to the Union.

The disposal and application of such property shall be governed by the provisions of the Tax Code.

Art. 708. If the owner of an item that has been considered vacant or abandoned appears before the Union has disposed of it, it shall be returned to him upon payment of the costs of seizure, preservation, and other expenses incurred, as well as what is due by law to the person who found or reported the vacant item. If the owner has offered a reward for the find, the person who reported it shall choose between the reward established by law and the reward offered.

Art. 709. Once the thing has been disposed of, it shall be considered irrevocably lost to the owner.

Art. 710. Shipwrecked goods that are salvaged shall be returned by the authorities to the interested parties, subject to the payment of the costs and the salvage reward.

If no interested parties come forward within thirty days of the shipwreck, the salvaged items shall be declared abandoned, subject to the corresponding trial.

TEXT CORRESPONDING TO [\[Show\]](#)

Art. 711. The competent authority shall determine, depending on the circumstances, the salvage reward, which shall never exceed half the value of the goods.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, ~~the text of the law shall be returned to the interested parties by means of the payment of the expenses, without any salvage reward.~~ **X**
 aclaratoria, que contiene el vocablo propio de castellano de la época. Pero si el salvamento de las especies se hizo bajo las órdenes y dirección de la autoridad, shall be returned to the interested parties by means of the payment of the expenses, without any salvage reward.

Art. 712. The procedures for declaring property vacant or ownerless are governed by the Judicial Code of the Union.

**TITLE 5.
Accession.**

Art. 713. *Accession* is a mode of acquisition whereby the owner of a thing becomes the owner of what it produces or what is attached to it. The products of things are natural or civil fruits.

**CHAPTER 1.
On the accession of fruits.**

Art. 714. *Natural* fruits are those produced by nature, with or without the aid of human industry.

Art. 715. 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 while they have not been separated from them.

Perceived natural fruits are those that have been separated from the productive thing, such as cut wood, harvested fruits and grains, etc., and are said to be consumed when they have actually been consumed or alienated.

Art. 716. The natural fruits of a thing belong to its owner, without prejudice to the rights established by law or by human action, to the possessor in good faith, to the usufructuary, or to the lessee.

Thus, the plants that the land produces spontaneously or through cultivation, and the fruits, seeds, and other products of the plants, belong to the owner of the land.

Likewise, the skins, wool, horns, milk, offspring, and other products of animals belong to their owner.

Art. 717. *Civil* fruits are defined as prices, pensions, or lease or ground rent payments, and interest on enforceable capital or non-refundable taxes.

Civil fruits are called *pending* while they are due and *received* once they are collected.

Art. 718. Civil fruits also belong to the owner of the thing from which they come, in the same way and with the same limitation as natural fruits.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: may contain words specific to CdAelPcláTsUteLlOan2o' of the period.

X

On additions to land.

Art. 719. *Alluvion* refers to the increase in the banks of a river or lake due to the slow and imperceptible retreat of the waters.

CASE LAW [\[Show\]](#)

Art. 720. Alluvial land is added to the riverside estates, within their respective demarcation lines, extended directly to the water; but in authorized ports it shall belong to the Union.

The land that the water alternately occupies and vacates in its periodic rises and falls forms part of the riverbank or riverbed and does not become part of the adjacent estates in the meantime.

CASE LAW [\[Show\]](#)

Art. 721. Whenever the aforementioned boundary lines are extended and intersect each other before reaching the water, the triangle formed by them and the water's edge shall belong to the two adjacent estates; a straight line dividing it into two equal parts, drawn from the point of intersection to the water, shall be the dividing line between the two estates.

CASE LAW [\[Show\]](#)

Art. 722. The owner retains ownership of soil that has been transported from one place to another by a flood or other violent natural force, for the sole purpose of removing it; but if the owner does not claim it within the following year, it shall become the property of the owner of the place to which it was transported.

Art. 723. If an estate has been flooded, the land returned by the waters within the following ten years shall revert to its former owners.

CASE LAW [\[Show\]](#)

Art. 724. If a river changes course, the riparian owners may, with the permission of the competent authority, carry out the necessary works to restore the waters to their usual course, and the part of the river that remains permanently dry shall become part of the adjacent estates, as in the case of alluvial land in Article 720.

When the riparian owners on one side agree with those on the other, a longitudinal line shall divide the new land into two equal parts, and each of these shall have access to the adjacent estates, as in the case of the same article.

Art. 725. If a river divides into two branches that do not rejoin, the parts of the former channel
 No. 44 of the Ley de 1844, according to the original published in the Ley de 1844, and
 a preface may contain words specific to the Spanish language of the period.

X

Art. 726. Regarding new islands that do not belong to the Union, the following rules shall be observed:

1.^a The new island shall be regarded as part of the riverbed or channel, as long as it is alternately occupied and unoccupied by the waters in their periodic floods and low waters, and shall not in the meantime become part of the riverside estates.

2.^a A new island formed by a river that splits into two branches that later rejoin shall not alter the previous ownership of the land included therein; however, the new land discovered by the river shall become part of the adjacent estates, as in the case of Article 724.

3.^a The new island formed in the course of a river shall have access to the estates of whichever of the two banks the entire island is closest to; each estate shall be entitled to the part between its respective boundary lines extended directly to the island and over the surface of the island.

If the entire island is not closer to one of the two banks than to the other, it shall belong to the estates on both banks, with each estate being entitled to the part between its respective boundary lines extended directly to the island and over its surface.

The parts of the island that, by virtue of these provisions, correspond to two or more estates shall be divided equally among the communal estates.

4.^a For the distribution of a new island, any island or islands that existed prior to it shall be disregarded entirely, and the new island shall belong to the riverside estates as if it alone existed.

5.^a The owners of an island formed by the river shall acquire ownership of everything that is added to it by alluvial deposits, regardless of the bank from which it came, except for new land abandoned by the waters.

6.^a Subsection 2 of the preceding rule 3 shall apply to the new island formed in a lake; but estates whose shortest distance from the island exceeds half its diameter, measured in the direction of that same distance, shall have no share in the division of the land formed by the waters.

CHAPTER 3.

On the accession of one movable thing to another.

Art. 727. *Adjoining* is a type of accession, and occurs when two movable items belonging to different owners are joined together, but in such a way that they can be separated and each can continue to exist after separation; such as when one person's diamond is set in another person's gold, or when one's own mirror is placed in someone else's frame.

Art. 728. In cases of attachment, where there is no knowledge of the fact on the part of one party, nor bad faith on the part of the other, ownership of the accessory shall pass to the owner of the principal item, with the owner of the accessory being liable for its value.

Art. 729. If, of the two things joined together, one is of much greater value than the other, the former shall be regarded as principal and the latter as accessory. **clarification:** it may contain words specific to the Spanish of the period. X
The thing that has great sentimental value for its owner shall be considered more valuable.

Art. 730. If there is not much difference in value, the one of the two things that serves for the use, adornment, or complement of the other shall be considered accessory.

Art. 731. In cases where none of the preceding rules can be applied, the item of greater volume shall be considered the principal item.

Art. 732. Another type of accession is the *specification* that occurs when another person makes a work or artifact of any kind from material belonging to another person, such as making wine from someone else's grapes, a cup from someone else's silver, or a ship from someone else's wood.

If there is no knowledge of the fact on the part of one party, nor bad faith on the part of the other, the owner of the material shall have the right to claim the new species, paying for the workmanship.

Unless, in the work or artifact, the price of the new species is worth much more than that of the material, as when painting on someone else's canvas, or making a statue from someone else's marble; in this case, the new species will belong to the specifier, and the owner of the material will only be entitled to compensation for damages.

If the material of the artifact is partly foreign and partly owned by the person who made it or had it made, and the two parts cannot be separated without inconvenience, the species shall belong jointly to the two owners: to one in proportion to the value of his material, and to the other in proportion to the value of his material and the workmanship.

Art. 733. If an item is formed by mixing dry or liquid materials belonging to different owners, without knowledge of the fact on the part of one party or bad faith on the part of the other, ownership of the item shall belong to said owners jointly and severally, in proportion to the value of the material belonging to each.

Unless the value of the material belonging to one of them is considerably higher, in which case the owner of that material shall be entitled to claim the item produced by the mixture, paying the price of the remaining material.

Art. 734. In all cases where it is not easy for the owner of one of the two raw materials to replace it with another of the same quality, value, and suitability, and where the former can be separated without damaging the latter, the owner of the former, without whose knowledge the mixture was made, may request its separation and delivery at the expense of the person who used it.

Art. 735 In all cases where the owner of a material that has been used without his knowledge is entitled to ownership of the thing in which it has been used, he shall also be entitled to request that, in place of said material, he be given another of the same nature, quality, and suitability, or its value in money.

Art. 736. Anyone who has been aware of the use made of their material by another person shall be presumed to have consented to it and shall only be entitled to its value.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Art. 737. Anyone who has made use of property without the owner's knowledge and without just cause for error shall be subject in all cases to forfeiting his property, and to paying whatever the damages caused to the owner may be worth

owner; apart from any criminal action that may be taken, when he has acted knowingly.

If the value of the work significantly exceeds that of the materials, the provisions of this article shall not apply, unless the act was committed knowingly.

CHAPTER 4.

On the accession of movable property to immovable property.

Art. 738. If someone builds with someone else's materials on their own land, the owner of the land will become the owner of the materials by incorporating them into the construction, but they will be obliged to pay the owner of the materials their fair price or something else of the same nature, quality, and suitability.

If there was no just cause for error on their part, they shall be obliged to pay compensation for damages, and if they have acted knowingly, they shall also be subject to the competent criminal action; but if the owner of the materials was aware of the use being made of them, only the provisions of this article shall apply.

The same rule applies to anyone who plants or sows plants or seeds belonging to others on their own land.

As long as the materials are not incorporated into the construction or the plants are not rooted in the soil, the owner may claim them.

Art. 739. The owner of land on which another person has built, planted, or sown without his knowledge shall have the right to take possession of the building, plantation, or sowing, by means of the compensation prescribed in favor of possessors in good or bad faith in the Title of *Vindication*, or to compel the person who built or planted to pay him the fair price of the land with legal interest for the entire time he has had it in his possession, and the person who sowed it to pay him the rent and compensate him for damages.

If the landowner has built, planted, or sown with knowledge and patience, he shall be obliged, in order to recover it, to pay the value of the building, plantation, or sowing.

TITLE 6.

On tradition.

CHAPTER 1.

General provisions.

Art. 740. *Tradition* is a way of acquiring ownership of things, and consists of the owner handing them over to another, with the former having the power and intention to transfer ownership, and the latter having the capacity and intention to acquire it.

What is said about ownership extends to all other real rights.

Art. 741. The person who transfers ownership of the thing delivered by him through tradition is called *the transferor*, and

clarification: may contain words specific to the Spanish of the period.

Their agents or legal representatives may deliver and receive on behalf of the owner.

Art. 749. If the law requires special formalities for the transfer of ownership, ownership shall not be transferred without them.

Art. 750. The transfer may transfer ownership under a suspensive or resolutive condition, provided that this is expressly stated.

Once delivery by the seller has been verified, ownership of the thing sold is transferred, even if the price has not been paid, unless the seller has reserved ownership until payment or until the fulfillment of a condition.

Art. 751. The transfer of ownership of everything that is owed may be requested, provided that there is no outstanding payment deadline, unless a court order to the contrary intervenes.

Art. 752. If the transferor is not the true owner of the item delivered by him or on his behalf, no rights other than those transferable by the transferor over the item delivered are acquired by means of the transfer.

However, if the transferor subsequently acquires ownership, it shall be understood to have been transferred from the moment of transfer.

Art. 753. Transfer gives the acquirer, in the cases and in the manner specified by law, the right to acquire by prescription the ownership that the transferor did not have, even if the transferor did not have that right.

CHAPTER 2.

On the transfer of tangible movable property.

Art. 754. The transfer of ownership of a movable tangible asset shall be effected by one party indicating to the other that it is transferring ownership, and this transfer shall be evidenced by one of the following means:

1. ° Allowing the other party to take physical possession of the item.
2. ° By showing it to them.
3. ° By handing over the keys to the barn, warehouse, chest, or any other place where the item is stored.
4. ° By one party undertaking to make the item available to the other at the agreed location.
5. ° By sale, donation, or other title of alienation conferred on the person who has the movable thing as a usufructuary, lessee, bailee, depositary, or any other non-transferable title of ownership; and reciprocally by the mere contract in which the owner becomes a usufructuary, bailee, lessee, etc.

Art. 755. When, with the permission of the owner of a property, stones, hanging fruit, or other items that form part of the property are taken from it, the transfer is verified at the moment of separation of these objects.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~in addition to the other means, the transfer of ownership shall be verified at the moment of separation of these objects, and the transfer shall be evidenced by the day and time by mutual agreement with the owner.~~

CHAPTER 3. Of the other types of tradition.

Art. 756. The transfer of ownership of real estate shall be effected by registering the title in the Public Registry Office.

The transfer of rights of usufruct or use, constituted in real estate, and those of habitation or mortgage shall be effected in the same manner.

Art. 757. At the time of deferral of the inheritance, possession thereof shall be conferred by operation of law upon the heir; but this legal possession shall not entitle him to dispose of the real estate in any way ~~until the following has taken place:~~

- 1.° ~~The court order granting effective possession, and~~
- 2.° ~~The registration of the same court order and of the titles conferring ownership.~~

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 758. Whenever an enforceable judgment recognizes ownership or any other of the rights mentioned in the preceding articles of this chapter as acquired by prescription, this judgment shall serve as title after its registration in the respective office or offices.

Art. 759. Transferable titles of ownership that must be registered shall not give or transfer effective possession of the respective right until the registration has been verified in accordance with the terms set forth in the Title *on the Registration of Public Instruments*.

CASE LAW [\[Show\]](#)

Art. 760. The transfer of a right of easement shall be effected by a duly registered public deed in which the transferor expresses his intention to establish it and the transferee accepts it; this deed may be the same as the main deed or contract to which the establishment of the easement is subject.

Art. 761. The transfer of personal rights that an individual assigns to another shall be verified by the delivery of the title by the assignor to the assignee.

TITLE 7. Possession.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the era.

Possession and its different qualities.

Art. 762. Possession is the holding of a specific thing with the intention of being its lord or owner, whether the owner or the person who claims to be the owner has the thing for themselves or through another person who has it in their place and on their behalf.

The possessor is deemed to be the owner, unless another person can prove otherwise.

CASE LAW [\[Show\]](#)

Art. 763. A thing may be possessed under several titles.

Art. 764. Possession may be regular or irregular.

Regular possession is that which proceeds from a just title and has been acquired in good faith, even if good faith does not subsist after possession has been acquired.

It is therefore possible to be a regular possessor and a possessor in bad faith, just as, conversely, a possessor in good faith may be an irregular possessor.

If the title is transferable, tradition is also necessary.

Possession of a thing, with the knowledge and consent of the person who undertook to deliver it, shall presume transfer, unless this should have been effected by registration of the title.

Art. 765. Just title is constitutive or transferable ownership. Occupation, accession, and prescription are constitutive of ownership.

Translative of ownership are those that by their nature serve to transfer it, such as sale, exchange, and inter vivos donation.

Judgments of award in partition proceedings and legal acts of partition belong to this class. Judicial judgments on

disputed rights do not constitute new title to legitimize possession.

Transactions that merely recognize or declare pre-existing rights do not constitute a new title, but insofar as they transfer ownership of an undisputed object, they constitute a new title.

CASE LAW [\[Show\]](#)

Art. 766. The following are not valid titles:

1. A forged title, that is, one not actually granted by the person purported to have granted it.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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legal representative of another, without being so.

3.° One that suffers from a defect of nullity, such as alienation, which should have been authorized by a legal representative or by judicial decree, but has not been.

4.° Merely putative, such as that of the apparent heir who is not actually an heir; that of the legatee, whose legacy has been revoked by a subsequent testamentary act, etc.

~~However, for the putative heir who has been granted effective possession by judicial decree, the decree shall serve as a valid title; as shall the corresponding testamentary act, which has been judicially recognized, for the putative legatee.~~

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 767. The validation of a title that was initially void, effected by ratification or by other legal means, shall be retroactive to the date on which the title was conferred.

Art. 768 Good faith is the awareness of having acquired ownership of the thing by legitimate means free from fraud and any other defect.

Thus, in transferable titles of ownership, good faith presupposes the belief that the thing was received from the person who had the power to dispose of it and that there was no fraud or other defect in the act or contract.

A reasonable error of fact does not preclude good faith.

However, an error of law constitutes a presumption of bad faith, which cannot be rebutted by evidence to the contrary.

CASE LAW [\[Show\]](#)

Art. 769. Good faith is presumed, except in cases where the law establishes the contrary presumption. In all other cases, bad faith must be proven.

CASE LAW [\[Show\]](#)

Art. 770. Irregular possession is possession that lacks one or more of the requirements set forth in Article 764.

~~Not~~ **JURISPRUDENCIA** **Mostrar** El texto de la Ley 84 de 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the period. **X**

Art. 771. Violent and clandestine possession are considered unlawful.

Art. 772. Violent possession is that which is acquired by force. The

force may be actual or imminent.

Art. 773. Anyone who takes possession of an item in the absence of the owner and is repelled by the owner upon their return is also considered a violent possessor.

Art. 774. Violence is deemed to have been used whether it was employed against the true owner of the thing, against the person who possessed it without being the owner, or against the person who had it in the place or in the name of another.

It is the same whether the violence is carried out by a person or by their agents, whether it is carried out with their consent, or whether, after it has been carried out, it is expressly or tacitly ratified.

Clandestine possession is that which is exercised by concealing it from those who have the right to oppose it.

Art. 775. Mere tenancy is that which is exercised over a thing, not as owner, but in place of or on behalf of the owner. The pledgee, the sequestrator, the usufructuary, the user, and the person who has the right of habitation are mere holders of the thing pledged, sequestered, or whose usufruct, use, or habitation belongs to them.

The foregoing generally applies to anyone who has an item recognizing the ownership of another.

Art. 776. Possession of intangible things is subject to the same qualities and defects as possession of a tangible thing.

Art. 777. The mere passage of time does not change mere tenancy into possession.

Art. 778. Whether it is universal or singular, the successor's possession begins with him, unless he wishes to add that of his predecessor to his own, but in that case he appropriates it with its qualities and defects.

The possession of an uninterrupted series of predecessors may be added to one's own possession on the same terms.

Art. 779. Each of the participants in a thing that was held in undivided possession shall be deemed to have possessed exclusively the part that fell to him by division, during the entire time that the undivided possession lasted.

He may therefore add this time to that of his exclusive possession, and the alienations he has made on his own of the common thing, and the real rights with which he has encumbered it, shall subsist on that part if it has been included in the alienation or encumbrance.

Prohibiéndose o no vado, se tiene a más, no subsiste la enajenación o gravamen, o sea
No tiene efecto el artículo 87 de la Ley 84 de 1873, conservándose la redacción original publicada en el *Boletín*
avcollarnat at dordiea: *Boletín* de la Corte Suprema de Justicia, tomo 1, página 101, de 1901.

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Art. 780. If possession has begun in one's own name, it is presumed that this possession has continued until the moment of departure.

If possession has begun in someone else's name, the continuation of the same order of things is also presumed.

If someone proves that they have previously possessed the property and currently possesses it, possession during the intervening period is presumed.

Art. 781. Possession may be taken not only by the person seeking to acquire it for himself, but also by his agent or legal representatives.

CHAPTER 2.
On the ways of acquiring and losing possession

Art. 782. If a person takes possession of a thing, in place of or on behalf of another person of whom he is the agent or legal representative, the possession of the principal or represented person begins at the same moment, even without his knowledge.

If the person who takes possession on behalf of another person is not their agent or representative, they shall not possess it except by virtue of their knowledge and acceptance; but their possession shall be retroactive to the moment it was taken in their name.

Art. 783. Possession of the inheritance is acquired from the moment it is deferred, even if the heir is unaware of it.

Anyone who validly repudiates an inheritance is deemed never to have possessed it.

Article 784. Incapable possessors. Those who cannot freely administer their own property do not need any authorization to acquire possession of movable property, provided that they have the will and the material or legal apprehension to do so; but they cannot exercise the rights of possessors without the appropriate authorization. Infants are incapable of acquiring possession of their own volition, either for themselves or for others.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 785. If the thing is one of those whose transfer must be made by registration in the public registry, no one may acquire possession of it (sic) except by this means.

CASE LAW [\[Show\]](#)

Art. 786. The possessor of a thing, in place of or on behalf of another person, acquires possession of it at the same moment as the principal or represented person, even without his knowledge, provided that he has the will and the material or legal apprehension to do so; but he cannot exercise the rights of possessors without the appropriate authorization. Infants are incapable of acquiring possession of their own volition, either for themselves or for others.

Art. 787. Possession of an item ceases when another person takes it with the intention of making it their own, except in cases expressly exempted by law.

CASE LAW [\[Show\]](#)

Art. 788. Possession of movable property is not considered lost while it remains in the power of the possessor, even if the latter is accidentally unaware of its whereabouts.

Art. 789. In order for registered possession to cease, the registration must be canceled, either by the will of the parties, or by a new registration in which the registered possessor transfers their right to another, or by court order.

While the registration remains in force, whoever takes possession of the thing referred to in the registered title does not acquire possession of it, nor does he terminate the existing possession.

CASE LAW [\[Show\]](#)

Art. 790. If someone, claiming to be the owner, violently or clandestinely takes possession of a property whose title is not registered, the person who had possession loses it.

CASE LAW [\[Show\]](#)

Art. 791. If the person who has the thing in their possession on behalf of another usurps it, claiming to be its owner, possession is not lost on the one hand, nor is it acquired on the other, unless the usurper disposes of the thing in their own name. In this case, the person to whom it is transferred acquires possession of the thing and terminates the previous possession.

However, if the person who has the thing in their possession and in the name of a registered possessor claims to be the owner and disposes of it, possession is not lost on the one hand, nor is it acquired on the other, without the competent registration.

CASE LAW [\[Show\]](#)

Art. 792. Anyone who legally recovers lost possession shall be deemed to have had it during the entire intervening period.

TITLE 8.

On limitations of ownership and, first, on fiduciary ownership

Art. 793. The fiduciary ownership is limited to a condition. **clarification:** it may contain words typical of the Spanish of the period. X

1.° Because it must be transferred to another person by virtue of a condition.

2.° Due to the encumbrance of a usufruct, use, or habitation to which a person has a right in things belonging to another.

3.° Due to easements.

Art. 794. Fiduciary property is property that is subject to the encumbrance of passing to another person upon the occurrence of a condition.

The constitution of fiduciary property is called a trust. This name is also given to the thing constituted as fiduciary property. The transfer of ownership to the person in whose favor the trust has been constituted is called restitution.

Art. 795. A trust may only be established on the entirety of an inheritance or on a specific portion thereof, or on one or more specific items.

Art. 796. Trusts may only be established by an act between living persons executed in a public instrument, or by a testamentary act.

The creation of any trust that includes or affects real estate must be registered in the competent registry.

Art. 797. The same property may be established at the same time as a usufruct in favor of one person and as a trust in favor of another.

Art. 798. The trustee may be a person who does not exist at the time the trust property is transferred, but who is expected to exist.

Art. 799. A trust always presupposes the express or tacit condition that the trustee or his substitute exists at the time of restitution.

Other conditions may be added to this condition of existence, either cumulatively or disjunctively.

Art. 800. Any condition on which the restitution of a trust depends, and which takes more than thirty years to fulfill, shall be deemed to have failed, unless the death of the trustee is the event on which the restitution depends.

These thirty years shall be counted from the disclosure of the trust property.

Art. 801. Provisions that do not amount to a condition, according to the rules of the title on testamentary assignments, chapter 3, do not constitute a trust.

Nota. El texto de la Ley 84 de 1873 conserva la redacción original publicada. Por tal razón, el artículo 802, que constituye un tecnicismo, puede contener palabras típicas del español de la época. **Clarificación:** El artículo 802 puede contener palabras típicas del español de la época. **Clarificación:** El artículo 802 puede contener palabras típicas del español de la época.

Article 803. The settlor may appoint as many substitutes as he wishes for the trustee in the event that the latter ceases to exist before the restitution, due to death or any other cause.

These substitutions may be of different degrees, with one person replacing the trustee appointed in the first place, another replacing the first substitute, another replacing the second, etc.

Article 804. No substitutes other than those expressly designated in the respective inter vivos act or will shall be recognized.

Article 805. It is prohibited to establish two or more successive trusts, such that when the trust is restored to one person, that person acquires it with the encumbrance of eventually restoring it to another.

If they are in fact established, once the trust has been acquired by one of the appointed trustees, the expectation of the others shall be extinguished forever.

Article 806. If one or more first-degree trustees are appointed, whose existence must be awaited in accordance with Article 798, the entire trust shall be restored, in due course, to the existing trustees, and the others shall enter into its enjoyment as each one fulfills the condition imposed. However, once the period specified in Article 800 has expired, no other trustee shall be appointed.

Article 807. When the trustee is not expressly designated in the constitution of the trust, or when the designated trustee is absent for any reason, while the condition is still pending, the settlor, if alive, or his heirs shall enjoy the property in trust.

Article 808. If it is provided that while the condition is pending, the fruits shall be reserved for the person who, by virtue of the fulfillment or failure of the condition, acquires absolute ownership, the person who is to administer the property shall be a fiduciary holder, who shall only have the powers of a curator of property.

Article 809. If there are two or more fiduciary owners, there shall be a right of accretion between them, in accordance with the provisions for usufruct in Article 839.

Article 810. Fiduciary property may be transferred between living persons and passed on by reason of death, but in either case with the obligation to keep it undivided and subject to the encumbrance of restitution, under the same conditions as before.

However, it shall not be transferable by will or intestate succession when the date set for restitution is the date of death of the fiduciary; and in this case, if the fiduciary transfers it during his lifetime, it shall always be his death that determines the date of restitution.

Article 811. When the settlor has given the trust property to two or more persons, in accordance with Article 802, or when the trustee's rights are transferred to two or more persons, in accordance with the preceding article, the judge may, at the request of any of them, entrust the administration to the one who provides the best assurances of preservation.

Article 812. The responsible for the law shall be of the In addition, other, are read mebaosntleonsedr evroecahboisodperofidpuiocsiadriol, crastastipoficial emunditumy request division.

Article 820. While the condition is pending, the trustee has no rights over the trust, other than the simple expectation of acquiring it.

However, he may seek protective measures that suit him if the property appears to be in danger or deteriorating in the hands of the trustee.

The same right shall be enjoyed by the legitimate ascendants of the trustee who does not yet exist but whose existence is expected, and by the agents or representatives of the corporations and foundations concerned.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 821. A trustee who dies before the trust is terminated does not transfer by will or intestate any rights to the trust, not even the simple expectation that passes *ipso jure* to the substitute or substitutes designated by the settlor, if any.

Article 822. The trust shall be extinguished:

- 1.° By restitution.
- 2.° By the termination of the right of its author, as when the trust has been constituted on a thing that has been purchased with a repurchase agreement, and the repurchase is verified.
- 3.° By the destruction of the thing on which it is constituted, in accordance with the provisions regarding usufruct in Article 866.
- 4.° By the renunciation of the trustee before the day of restitution, without prejudice to the rights of the substitutes.
- 5.° Due to the condition not being met or not being fulfilled in a timely manner.
- 6.° Due to confusion between the status of sole trustee and sole fiduciary.

TITLE 9. The right of usufruct

Article 823. The right of usufruct is a real right consisting of the power to use a thing with the obligation to preserve its form and substance and to return it to its owner if the thing is not fungible; or with the obligation to return the same quantity and quality of the same kind, or to pay its value if the thing is fungible.

Article 824. Usufruct necessarily involves two coexisting rights: that of *the bare owner* and that of the usufructuary. It therefore has a limited duration, at the end of which it passes to the bare owner and is consolidated with the ownership.

Article 825. The right of usufruct may be constituted in various modes: **public clarification:**

- 1.° By law, such as that of the father of the family, over certain assets of the child;

Article 834. The usufructuary may not take possession of the usufructuary property without having provided sufficient security for its preservation and restitution, and without a prior formal inventory at his expense, such as that of the curators of property.

However, both the person who constitutes the usufruct and the owner may exempt the usufructuary from the security.

Nor is the donor who reserves the usufruct of the donated thing obliged to do so.

The security provided by the usufructuary of fungible property shall be limited to the obligation to return other property of the same kind and quality, or the value it had at the time of return.

Article 835. Until the usufructuary provides the security to which he is bound, and the inventory is completed, the owner shall have the administration, with the obligation to give the liquid value of the fruits to the usufructuary.

Article 836. If the usufructuary does not provide the security to which he is bound within a reasonable period of time set by the judge at the request of the owner, the administration shall be awarded to the latter, with the usufructuary being charged the liquid value of the fruits, less the sum that the judge shall predetermine for the work and care of the administration.

In the same case, the owner may lease the fruit-bearing property or borrow the fruit-bearing money at interest, in agreement with the usufructuary. The owner may also, in agreement with the usufructuary, lease the fruit-bearing property and lend the money at interest.

He may also, in agreement with the usufructuary, buy or sell fungible things, and borrow or lend at interest the money derived therefrom.

The movable property included in the usufruct, which is necessary for the personal use of the usufructuary or his family, shall be delivered to him under oath to return the items or their respective values, taking into account the deterioration resulting from time and legitimate use.

The usufructuary may, at any time, claim administration, providing the security to which he is obliged.

Article 837. The owner shall ensure that the inventory is drawn up with the necessary details and may not subsequently claim that it is inaccurate or incomplete.

Article 838. The owner may not do anything that prejudices the usufructuary in the exercise of his rights, unless with the formal consent of the usufructuary.

If the owner wishes to carry out necessary repairs, the usufructuary may demand that they be carried out within a reasonable time and with the least possible damage to the usufruct.

If the owner transfers or conveys the property, it shall be with the encumbrance of the usufruct established therein, even if this is not expressly stated.

Article 839. The State shall be the possessor of the usufruct, but not the transmission of usufruct, and the usufructuary shall be the possessor of the usufruct.

This is understood if the constituent has not stipulated that, upon termination of a partial usufruct, it shall be consolidated with the property.

Article 840. The usufructuary of immovable property has the right to receive all natural fruits, including those pending at the time the usufruct is deferred.

Conversely, any fruits still pending at the end of the usufruct shall belong to the owner.

Article 841. The usufructuary of an estate is free from all active easements established in its favor and is subject to all passive easements established therein.

Article 842. The enjoyment of the usufructuary of an estate extends to forests and woodlands, but with the obligation to preserve them in their natural state, replacing any trees that are felled, and being liable for any damage, unless it is due to natural causes or fortuitous accidents.

Article 843. If the property in question includes mines and quarries currently in operation, the usufructuary may exploit them and shall not be liable for any resulting decrease in production, provided that the mine or quarry is not rendered unusable or deteriorated through his fault.

Article 844. The usufruct of an estate extends to any increases it receives through alluvion or other natural additions.

Article 845. The usufructuary does not have the right granted by law to the owner of the land over any treasures discovered on the land he uses.

Article 846. The usufructuary of movable property has the right to use it according to its nature and purpose; and at the end of the usufruct, he is not obliged to return it except in the condition in which it is found, being liable only for those losses or damages resulting from his wilful misconduct or fault.

Article 847. The usufructuary of livestock or herds is obliged to replace animals that die or are lost, but only with the natural increase of the same livestock or herds, unless the death or loss is attributable to his act or fault, in which case he must compensate the owner. If the livestock or herd perishes entirely or in large part as a result of an epidemic or other fortuitous event, the usufructuary is not obliged to replace the lost animals, but shall deliver any remains that may have been saved.

Article 848. If the usufruct is constituted on fungible things, the usufructuary becomes the owner of them, and the owner becomes merely entitled to the delivery of other items of equal quantity and quality, or of the value they have at the time of termination of the usufruct.

Article 849. If the usufruct is constituted on fungible things, the usufructuary becomes the owner of them, and the owner becomes merely entitled to the delivery of other items of equal quantity and quality, or of the value they have at the time of termination of the usufruct. **Clarification:** it may contain words typical of the Spanish of the period. X

Article 850. The provisions of the preceding articles shall be understood without prejudice to any agreements on the matter between the bare owner and the usufructuary, or to any advantages expressly granted to the bare owner or the usufructuary in the constitution of the usufruct.

Article 851. The usufructuary is obliged to respect the leases of the usufructuary property contracted by the owner before the usufruct was established by an act between living persons, or before the death of the person who established it by will. However, this applies to the receipt of rent or pension from the beginning of the usufruct.

Article 852. The usufructuary may lease the usufruct and transfer it to whomever they wish, for consideration or free of charge.

Once the usufruct has been assigned to a third party, the assignor remains directly liable to the owner.

However, the usufructuary may not lease or assign their usufruct if the grantor has prohibited them from doing so, unless the owner releases them from the prohibition.

A usufructuary who contravenes this provision shall lose the right of usufruct.

Article 853. Even if the usufructuary has the power to lease the usufruct or assign it in any way, all contracts entered into for this purpose shall be terminated at the end of the usufruct.

The owner, however, shall grant the lessee or assignee the time necessary for the next collection of fruits; and for that time, the owner shall be substituted for the usufructuary in the contract.

Article 854. All ordinary expenses of maintenance and cultivation shall be borne by the usufructuary.

Article 855. The usufructuary shall be responsible for the pensions, fees, and, in general, the periodic charges with which the fruitful property has been previously encumbered and which accrue during the usufruct. It is not lawful for the bare owner to impose new charges on it to the detriment of the usufruct.

The usufructuary shall also be responsible for the payment of periodic state and municipal taxes levied on the property during the usufruct, regardless of when they were established.

If the usufructuary fails to pay these charges and the owner does so, or if the property bearing fruit is sold or seized, the former shall compensate the latter for any damage.

Article 856. Major works or repairs necessary for the conservation of the property shall be borne by the owner, with the usufructuary paying the legal interest on the money invested in them for the duration of the usufruct.

The usufructuary shall inform the owner of the major works and repairs required for the preservation of the property subject to usufruct.

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Article 857. Major works or repairs are understood to be those that occur once in long intervals of time and that concern the conservation and permanent usefulness of the fruit-bearing property.

Article 858. If a building collapses due to dilapidation or unforeseeable circumstances, neither the owner nor the usufructuary is obliged to replace it.

Article 859. The usufructuary may retain the property until payment of the reimbursements and compensation to which the owner is obliged under the preceding articles.

TEXT CORRESPONDING TO [\[Show\]](#)

Article 860. The usufructuary shall not be entitled to claim anything for improvements voluntarily made to the usufructuary property; however, he may claim them as compensation for the value of any damage attributable to him, or take the materials away if he can remove them without damaging the usufructuary property and the owner does not pay him what they would be worth after removal.

This is understood without prejudice to any agreements between the usufructuary and the owner regarding improvements, or to any provisions on this matter in the constitution of the usufruct.

Article 861. The usufructuary is liable not only for his own acts or omissions, but also for the acts of others to which his negligence has given rise.

Consequently, he is liable for any easements that he has allowed to be acquired on the usufructuary property through his tolerance, and for any damage that the encroachments committed on the usufructuary property have caused to the owner, if he has not reported them to the owner in a timely manner, when he could have done so.

Article 862. The creditors of the usufructuary may request that the usufruct be seized and that they be paid from it up to the amount of their claims, providing the appropriate security for preservation and restitution to the appropriate party.

They may, therefore, oppose any assignment or renunciation of the usufruct made in fraud of their rights.

Article 863. The usufruct generally expires on the arrival of the day or the occurrence of the condition predetermined for its termination. If the usufruct has been established until a person other than the usufructuary reaches a certain age, and that person dies before then, the usufruct shall nevertheless last until the day on which that person would have reached that age, had they lived.

Article 864. The legal duration of the usufruct shall also include the time during which the usufructuary has not enjoyed it, due to ignorance or dispossession, or any other cause.

Article 865. The usufructuary shall be liable for the natural death of the usufructuary, even if it occurs before the date or condition set for its termination. X

clarification: it may contain words specific to the Spanish of the period. X

Due to the natural death of the usufructuary, even if it occurs before the date or condition set for its termination.

Upon termination of the constituent's right, such as when it has been established on a fiduciary property and the case for restitution arises.

Due to consolidation of the usufruct with the property.

Due to prescription.

Upon the renunciation of the usufructuary.

Article 866. Usufruct shall be extinguished by the complete destruction of the property subject to usufruct; if only part of it is destroyed, usufruct shall continue to exist on the remainder.

If the entire usufruct is limited to a building, it shall cease forever upon the complete destruction of the building, and the usufructuary shall retain no rights over the land.

However, if the destroyed building belongs to an estate, the usufructuary of the estate shall retain his right over the entire estate.

Article 867. If a fruitful estate is flooded and the waters subsequently recede, the usufruct shall be revived for the time remaining until its termination.

Article 868. The usufruct shall finally terminate by a judgment of the judge who, at the request of the owner, declares it extinguished because the usufructuary has failed to fulfill his obligations in a serious matter, or because he has caused considerable damage or deterioration to the property subject to usufruct.

Depending on the seriousness of the case, the judge may order either the absolute termination of the usufruct or the return of the property to the owner, with the obligation to pay the usufructuary a specified annual pension until the termination of the usufruct.

Article 869. The legal usufruct of the father of the family over certain assets of the child, and that of the husband, as administrator of the marital partnership, over the assets of the wife, are subject to the special rules of the title On Parental Authority and the title On Marital Partnership.

TITLE 10. Rights of use and habitation

Article 870. The right of use is a real right that generally consists of the power to enjoy a limited part of the benefits and products of a thing.

If it refers to a house and the benefit of living in it, it is called *the right of habitation*.

Article 871. Rights of use and habitation are constituted and lost in the same way as usufruct. The text of Law 84 of 1873 retains the original wording published. For this reason,

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clarification: may contain words specific to the Spanish of the period.

TITLE XI. Easements

Article 879. An easement or simple servitude is a charge imposed on a property for the benefit of another property belonging to a different owner.

Article 880. The servient estate is the one that bears the encumbrance, and the dominant estate is the one that derives the benefit.

With respect to the dominant property, the easement is called active, and with respect to the servient property, it is called passive.

Article 881. A continuous easement is one that is exercised or can be exercised continuously, without the need for any current action by man, such as the easement of an aqueduct through an artificial canal belonging to the dominant property; and a discontinuous easement is one that is exercised at more or less long intervals and requires current action by man, such as the easement of transit.

Article 882. A positive easement is, in general, one that only imposes on the owner of the servient estate the obligation to allow something to be done, such as either of the two previous ones; and a negative easement is one that imposes on the owner of the servient estate a prohibition on doing something that would be lawful without the easement, such as not being able to raise their walls above a certain height.

Positive easements sometimes impose on the owner of the servient estate the obligation to do something, such as that in Article 900.

An apparent easement is one that is continuously visible, such as that of transit, when it is done by a path or a gate specially designated for that purpose; and an unapparent easement is one that is not known by an external sign, such as the same easement of transit, when it lacks these two circumstances and other similar ones.

Article 883. Easements are inseparable from the property to which they actively or passively belong.

Article 884. When the servient property is divided, the easement that was established on it does not change, and it must be endured by the person or persons who own the part on which it was exercised.

Thus, the new owners of the property that enjoys a right of way cannot demand that the direction, shape, quality, or width of the path or road intended for that purpose be altered.

Article 885. Those who have the right to an easement also have the right to the means necessary to exercise it. Thus, those who have the right to draw water from a spring located on a neighboring property have the right of way to reach it, even if this has not been expressly established in the title.

Article 886. Anyone who enjoys an easement may carry out the work necessary to exercise it, but at their own expense, unless otherwise established; and even if the owner of the servient estate has undertaken to carry out or repair it, they may be exempted from this obligation by abandoning the part of the estate.

~~Article 887. The original wording published is retained. For this reason,~~

clarification: it may contain words specific to the Spanish of the period.

Article 887. The owner of the servient estate may not alter, diminish, or make more inconvenient for the dominant estate the easement with which his estate is encumbered.

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However, if over time the original form of the easement becomes more burdensome, he may propose that it be changed at his own expense; and if the changes do not harm the dominant property, they must be accepted.

Article 888. Easements are either natural, arising from the natural situation of the places, or legal, imposed by law, or voluntary, constituted by human action.

Article 889. The provisions of this title shall be understood without prejudice to the provisions on easements in the Police Code or other laws.

Article 890. Once the dominant property has been divided, each of the new owners shall enjoy the easement, but without increasing the burden on the servient property.

CHAPTER I. Natural easements

Article 891. The lower property is subject to receiving water that flows down from the upper property naturally, that is, without human intervention.

Consequently, a sewer or ditch cannot be directed onto the neighboring property unless this special easement has been established.

Nothing may be done on the servient property that hinders the natural easement, nor (sic) on the dominant property that encumbers it.

Article 892. The owner of an estate may make appropriate use of the water that flows naturally through it, even if it is not part of their private domain, for domestic purposes, for the irrigation of the estate itself, to power their mills or other machines, and to water their animals.

However, although the owner may use such water, he must return the surplus to its usual course at the exit of the property.

Article 893. The use that the owner of an estate may make of the water that flows through it is limited:

1.° Insofar as the owner of the lower estate has acquired, by prescription or other title, the right to use the same waters; prescription, in this case, shall be eight years, counted as for the acquisition of ownership, and shall run from the time when apparent works have been constructed, intended to facilitate or direct the descent of the waters onto the lower estate;

2.° When it contravenes the laws and ordinances that provide for the benefit of navigation or floating, or regulate the distribution of water among riparian owners;

3.° When the waters are necessary for the domestic needs of the inhabitants of a neighboring village; but in this case, a part shall be left to the estate, and it shall be compensated for any immediate damage.

If compensation is not agreed upon by mutual agreement, the town may request the expropriation of the use of the waters in the corresponding part.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Article 894. The use of water flowing between two estates belongs jointly to the two

riberanos, with the same limitations, and shall be regulated, in the event of a dispute, by the competent authority, taking into consideration the rights acquired by prescription or other title, as in the case of the preceding article, number 1.

Article 895. Water flowing through an artificial channel, built at someone else's expense, belongs exclusively to the person who, in accordance with legal requirements, built the channel.

Article 896. The owner of a property may use the rainwater that flows along a public road as he wishes and divert its course to make use of it. No prescription may deprive him of this use.

CHAPTER 2. Legal easements.

Article 897. Legal easements relate to public use or the utility of private individuals. Legal easements relating to public use are:

The use of riverbanks as necessary for navigation or floating. And others determined by the respective laws.

Article 898. The owners of riverbanks shall be obliged to leave the space necessary for navigation or floating by tow, and shall tolerate sailors bringing their boats and rafts ashore, securing them to trees, mooring them, taking down their sails, buying the goods they freely wish to sell them, and selling their own goods to the riverside dwellers; but without the permission of the respective riverside owner and the local authority, they may not establish public sales.

The riverside owner may not cut down the tree to which a ship, boat, or raft is currently tied.

Article 899. Legal easements of the second type are also determined by rural police laws, with the exception of what is provided herein with respect to some of such easements.

Article 900. Every owner of a property has the right to have the boundaries separating it from adjacent properties established, and may require the respective owners to agree to this, with the demarcation being made at joint expense.

Article 901. If any of the boundary markers separating common properties have been removed from their place, the owner of the affected property has the right to request that the person who removed them replace them at their own expense and compensate them for any damage caused by the removal, without prejudice to the penalties with which the laws punish the offense.

Article 902. The owner of a property has the right to close or fence it on all sides, without prejudice to the easements established in favor of other properties.
The enclosure may consist of walls, ditches, living or dead fences.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Article 903. If the owner encloses the property at his own expense and on his own land, he may do so by means of the quality and dimensions you want. And the adjacent owner may not use the wall, ditch, or fence

for any purpose, unless they have acquired this right by title or by prescription of eight years, counted as for the acquisition of ownership.

Article 904. The owner of a property may compel the owners of adjacent properties to contribute to the construction and repair of common dividing fences.

The judge, if necessary, shall regulate the manner and form of participation, so that no ruinous burden is imposed on any owner.

The dividing fence, built at common expense, shall be subject to the easement of partition.

Article 905. If a property is cut off from all-communication with the public road by the interposition of other properties, the owner of the first shall have the right to impose on the others the easement of transit insofar as it is indispensable for the use and benefit of his property, paying the value of the land necessary for the easement and compensating for any other damage.

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ARTICLE 906. If the parties do not agree, both the amount of compensation and the exercise of the easement shall be determined by experts.

Article 907. If, once the right of way has been granted in accordance with the preceding articles, it ceases to be indispensable to the dominant property due to the acquisition of land that provides convenient access to the road, or by other means, the owner of the servient property shall have the right to request exemption from the easement, returning what was paid to him for the value of the land when the easement was established.

Article 908. If any part of a property is sold or exchanged, or if it is awarded to any of those who owned it jointly, and as a result this part becomes separated from the road, an easement of way shall be deemed to have been granted in favor of it, without any compensation.

Article 909. *Joint ownership* is a legal easement, by virtue of which the owners of two neighboring properties that have common walls, ditches, or dividing fences are subject to the reciprocal obligations that will be expressed.

Article 910. The right of medianería exists for each of the two adjoining owners when

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may contain words specific to the Spanish of the period.

Article 911. Any wall separating two buildings is presumed to be a party wall, but only in the part that is common to the buildings themselves.

Any enclosure between corrals, gardens, and fields is presumed to be a dividing wall when each of the adjoining areas is enclosed on all sides; if only one is enclosed in this manner, the enclosure is presumed to belong exclusively to that area.

Article 912. In all cases, even when it is clear that a fence or dividing wall belongs exclusively to one of the adjoining properties, the owner of the other property shall have the right to make it a party wall in whole or in part, even without the consent of his neighbor, paying him half the value of the land on which the enclosure is built and half the current value of the portion of the enclosure that he intends to make a party wall.

Article 913. Either of the two co-owners who wishes to use a dividing wall to build on it or to have it support the weight of a new construction must first request the consent of his neighbor, and if the latter refuses, he shall bring a practical lawsuit in which the necessary measures shall be dictated so that the new construction does not damage the neighbor.

Under ordinary circumstances, it shall be understood that either co-owner of a party wall may build on it, inserting timbers up to a distance of one decimeter from the opposite surface; and that if the neighbor wishes, for his part, to insert timbers in the same place, or to build a chimney, he shall have the right to cut his neighbor's timbers up to the middle of the wall, without dislocating them.

Article 914. In the case of wells, latrines, stables, chimneys, hearths, forges, ovens, or other works that may cause damage to neighboring buildings or estates, the rules prescribed by police laws must be observed, whether or not the dividing wall is a party wall. The same applies to deposits of gunpowder, damp or infectious materials, and anything else that may damage the solidity, safety, or healthiness of buildings.

Article 915. Any of the co-owners has the right to raise the dividing wall, as permitted by police laws, subject to the following rules:

- 1.^a The new work shall be entirely at their expense;
 2. They shall pay the neighbor compensation for the increase in weight that will be placed on the dividing wall, equal to one-sixth of the cost of the new work;
 - 3.^a They shall pay the same compensation each time the dividing wall is rebuilt;
 - 4.^a They shall be obliged to raise the neighbor's chimneys located on the dividing wall at their own expense;
 5. If the dividing wall is not strong enough to support the increased weight, you will rebuild it at your own expense.
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The judge shall reconcile the interests of the parties as far as possible, and in cases of doubt shall decide in favor of the servient estates.

Article 923. The owner of the servient estate shall be entitled to payment of the price of all the land occupied by the aqueduct; that of a space on each side, which shall not be less than one meter in width along the entire length of its course, and may be greater by agreement of the parties, or by order of the judge, when circumstances so require; and ten percent more on the total sum. He shall also be entitled to compensation for any damage caused by the construction of the aqueduct and by any leaks or spills that may be attributed to construction defects.

Article 924. The owner of the servient estate is obliged to allow workers to enter for the cleaning and repair of the aqueduct, provided that prior notice is given to the administrator of the estate.

He is also obliged to allow, with this prior notice, the entry of an inspector or caretaker; but only from time to time, or as often as the judge, in case of disagreement and considering the circumstances, may determine.

Article 925. The owner of the aqueduct may prevent any planting or new construction in the lateral space referred to in Article 923.

Article 926. Anyone who benefits from an aqueduct on their property may oppose the construction of another aqueduct on that property by offering to allow the water that another person wishes to use to pass through their aqueduct, provided that this does not cause significant harm to the person who wishes to open a new aqueduct.

If this offer is accepted, the owner of the servient estate shall be paid the value of the land occupied by the old aqueduct (including the lateral space referred to in Article 923), in proportion to the new volume of water introduced into it, and shall also be reimbursed in the same proportion as the value of the work over the entire length used by the interested party.

If necessary, the latter shall widen the aqueduct at his own expense and pay for the new land occupied by it, the lateral space, and any other damage, but without the ten percent surcharge.

Article 927. If the owner of an aqueduct on another's property wishes to introduce a greater volume of water into it, he may do so, compensating the servient estate for any damage. If new works are necessary for this purpose, the provisions of Article 923 shall be observed.

Article 928. The rules established for aqueduct easements shall extend to those constructed to drain and direct excess water and to drain swamps and natural seepage by means of ditches and drainage channels.

Article 929. When an aqueduct is abandoned, the land shall revert to the exclusive ownership and use of the owner of the servient estate, who shall only be obliged to repay what was paid to him for the value of the land.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Article 930. Whenever the waters that flow for the benefit of individuals prevent or hinder communication with neighboring properties, or obstruct the risks or drains, the private individual benefiting from them shall

build bridges, canals, and other necessary works to avoid this inconvenience.

Article 931. The purpose of the legal easement of light is to provide light to any enclosed and roofed space; but it is not intended to provide a view of the neighboring property, whether enclosed or not.

Article 932. No window or opening of any kind may be made in a party wall without the consent of the co-owner.

The owner of a non-party wall may open windows or openings in it in any number and of any size.

If the wall is not a party wall except for part of its height, the owner of the non-party part shall enjoy the same right in this respect.

The contiguity of the wall to the neighboring property does not prevent the exercise of the right of light.

Article 933. The legal easement of light is subject to the following conditions:

1a.) The window shall be fitted with iron bars and a wire mesh with a mesh size of three centimeters or less.

2a.) The lower part of the window shall be at least three meters above the floor of the dwelling to which it provides light.

Article 934. The person who enjoys the right of light shall not have the right to prevent a wall from being erected on the neighboring property that would block the light. If the dividing wall becomes a party wall, the legal right of light ceases, and only a voluntary right of light, determined by mutual consent of both owners, shall apply.

Article 935. Windows, balconies, bay windows, or rooftop terraces may not overlook the rooms, patios, or courtyards of a neighboring property, whether enclosed or not, unless there is a distance of three meters between them.

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 between the two properties, both planes being parallel. If the two planes are not parallel, the same measurement shall apply to the shortest distance between them.

Article 936. There is no legal easement for rainwater. The roofs of all buildings must drain their rainwater onto the property to which they belong, or onto the street or public or neighborhood road, and not onto another property, unless with the consent of its owner.

CHAPTER 3. VOLUNTARY EASEMENTS

Article 937. The owner of a building shall not be obliged to receive rainwater from the roof of a neighboring building, unless the owner of the latter building has been authorized to do so by the competent authority. Any agreement to the contrary shall be null and void, and any act that contravenes the law.

Easements of this kind may also be acquired by court order, in the cases provided for by law.

Article 938. If the owner of a property establishes a continuous and apparent service in favor of another property that also belongs to him, and then disposes of one of them, or they become the property of different owners by partition, the same service shall continue to exist as an easement between the two properties, unless the title constituting the disposal or partition expressly provides otherwise.

Article 939. Discontinuous easements of all kinds and continuous non-apparent easements may only be acquired by means of a title; even immemorial enjoyment shall not suffice to constitute them.

Continuous and apparent easements may be established by title or by prescription of ten years, counted as for the acquisition of ownership of land.

Continuous and apparent easements may be acquired by title or by prescription of eight years, counted as for the acquisition of ownership of land.

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Article. 940. The title constituting an easement may be replaced by the express recognition of the owner of the servient estate.

The previous designation, according to Article 938, may also serve as title.

Article 941. The title or possession of the easement for the period specified in Article 939 determines the rights of the dominant property and the obligations of the servient property.

CHAPTER 4. EXTINCTION OF EASEMENTS

Article 942. Easements shall be extinguished:

- 1) Upon termination of the right of the person who established them.
- 2) Upon the arrival of the day or condition, if established in one of these ways.
- 3.) By confusion, that is, the perfect and irrevocable union of both properties in the hands of the same owner.

de ño. The text of Law 84 of 1873 retains the original wording published. For this reason,

clarification: it may contain words specific to the Spanish of the time. **X**

Thus, when the owner of one of them buys the other, the easement perishes, and if they are separated by a sale, it is not revived, except in the case of Article 938; on the contrary, if the marital partnership acquires an estate that

is subject to an easement on another estate belonging to one of the two spouses, there shall be no confusion unless, upon dissolution of the partnership, both estates are awarded to the same person.

4.) By the renunciation of the owner of the dominant property.

5.) By having ceased to be enjoyed for twenty years.

In the case of discontinuous easements, the time runs from the moment they cease to be enjoyed; in the case of continuous easements, from the moment an act contrary to the easement has been performed.

Article 943. If the dominant property belongs to many joint owners, the enjoyment of one of them interrupts the prescription with respect to all; and if the prescription cannot run against one of them, it cannot run against any of them.

Article 944. If the easement ceases because the things are in such a state that it is not possible to use them, it shall be revived as soon as the impossibility ceases to exist, provided that this occurs before twenty years have elapsed.

Article 945. A particular manner of exercising the easement may be acquired or lost by prescription, in the same way that the easement itself could be acquired or lost.

TITLE 12. ON RECOVERY

Article 946. The reclaiming or action of ownership is that which the owner of a singular thing, which is not in his possession, has in order for the possessor of it to be condemned to return it.

CHAPTER 1. WHAT THINGS MAY BE RECLAIMED

Article 947. Tangible things, real estate, and personal property may be reclaimed.

An exception is made for movable things whose possessor has purchased them at a fair, store, warehouse, or other industrial establishment where movable things of the same kind are sold.

Once this circumstance has been justified, the possessor shall not be obliged to return the thing if he is not reimbursed for what he paid for it and what he spent on repairing and improving it.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

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Article 948. Other real rights may be claimed as ownership, except for the right of inheritance.

This right gives rise to the action for inheritance, which is dealt with in Book 3.

Article 949. A specific undivided share of a single thing may be claimed.

CHAPTER 2. WHO MAY CLAIM

Article 950. The action for recovery or ownership corresponds to the person who has full or bare, absolute or fiduciary ownership of the thing.

Article 951. The same action is granted, even if ownership is not proven, to those who have lost regular possession of the thing and were in a position to acquire it by prescription.

However, it shall not be valid against the true owner or against anyone who possesses it with equal or better rights.

CHAPTER 3. AGAINST WHOM CAN CLAIMS BE MADE

Article 952. The action for ownership is directed against the current possessor.

Article 953. The mere holder of the thing being claimed is obliged to declare the name and residence of the person in whose name he holds it.

Article 954. If someone, in bad faith, claims to be the possessor of the thing being claimed without being so, they shall be ordered to compensate the plaintiff for any damage resulting from this deception.

Article 955. The action for ownership shall be brought against the person who disposed of the item for the restitution of what he received for it, provided that its disposal has made its recovery impossible or difficult; and if he disposed of it knowing that it belonged to another, for compensation for all damages.

El otro reivindicado o el que se le adjudicó, si no es el propietario, debe declarar el nombre y el domicilio de la persona en cuyo nombre lo tiene, y si no es el propietario, debe declarar el nombre y el domicilio de la persona en cuyo nombre lo tiene, y si no es el propietario, debe declarar el nombre y el domicilio de la persona en cuyo nombre lo tiene.

The others shall not be included in the restitution, unless they have been included in the claim and judgment; but they may be claimed separately.

The restitution of a building includes the restitution of its keys. The restitution of any thing includes the restitution of the titles relating to it, if they are in the hands of the possessor.

Article 963. The possessor in bad faith is liable for any damage to the thing caused by his act or fault.

A possessor in good faith, while remaining in possession, is not liable for damage, except insofar as he has taken advantage of it; for example, by destroying a forest or trees and selling the wood or firewood, or using it for his own benefit.

Article 964. The possessor in bad faith is obliged to return the natural and civil fruits of the thing, not only those received but also those that the owner could have received with average intelligence and activity, having the thing in his possession.

If the fruits do not exist, the value they had or would have had at the time of receipt shall be paid; those that have deteriorated in his possession shall be considered non-existent.

A possessor in good faith is not obliged to return the fruits received before the response to the claim; as for those received afterwards, they shall be subject to the rules of the two preceding paragraphs.

In all restitution of fruits, the person making the restitution shall be reimbursed for the ordinary expenses incurred in producing them.

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Article 965. The defeated possessor is entitled to reimbursement of the necessary expenses incurred in the preservation of the thing, according to the following rules: If these expenses are invested in permanent works, such as a fence to prevent depredations, or a dike to stem floods, or repairs to a building ruined by an earthquake, the possessor shall be reimbursed for such expenses, insofar as they were actually necessary, but reduced to the value of the works at the time of restitution.

And if the expenses were invested in things that by their nature do not leave a permanent material result, such as the legal defense of the property, they shall be paid to the possessor insofar as they benefit the claimant and have been executed with reasonable intelligence and economy.

Article 966. The possessor in good faith, once defeated, shall also be entitled to reimbursement for improvements.

Nota. El texto de la Ley 84 de 1873, con The original wording published is retained. For this reason, **clarification:** it may contain words typical of the Spanish of the period. X

Only those improvements that have increased the market value of the property shall be considered useful improvements.

The claimant shall choose between payment of the value of the improvements at the time of restitution or payment of the increase in value of the property at that time as a result of the improvements.

As for the works carried out after the claim has been answered, the possessor in good faith shall only have the rights granted to the possessor in bad faith by the last paragraph of this article.

The holder in bad faith shall not be entitled to payment for the useful improvements referred to in this article.

However, they may take away the materials used in such improvements, provided that they can be separated without damaging the claimed property and that the owner refuses to pay the price that such materials would have after being separated.

Art. 967. With regard to luxury improvements, the owner shall not be obliged to pay for them to the possessor in bad or good faith, who shall only have the right granted to the possessor in bad faith with regard to useful improvements, as set forth in the preceding article.

Luxury improvements are understood to be those that consist only of objects of luxury and recreation, such as gardens, gazebos, fountains, artificial waterfalls, and generally those that do not increase the market value of the thing, or only increase it to an insignificant extent.

Article 968. The separation of materials permitted by the preceding articles shall be understood to be detrimental to the property claimed when it leaves it in a worse condition than before the improvements were made, unless the defeated possessor can immediately restore it to its previous condition and agrees to do so.

Article 969. The good or bad faith of the possessor refers, in relation to the fruits, to the time of perception, and in relation to the expenses and improvements, to the time when they were made.

Article 970. When the defeated possessor has a balance to claim on account of expenses and improvements, he may retain the thing until payment is verified or assured to his satisfaction.

Article 971. The rules of this title shall apply against anyone who, possessing property in the name of another, unduly retains real estate or personal property, even if they do so without the intention of being the owner.

TITLE 13. POSSESSORY ACTIONS

Article 972. Possessory actions are intended to preserve or recover possession of real property or rights in rem established therein.

Not. El texto de la ley 84 de 1873 retains the original published wording. For this reason, **clarification:** it may contain words typical of the Spanish of the period. X

JURISPRUDENCIA [Mostrar]

Article 973. There can be no possessory action on things that cannot be acquired by prescription, such as unapparent or discontinuous easements.

Article 974. Only those who have been in peaceful and uninterrupted possession for a full year may bring an action for possession.

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Article 975. The heir has and is subject to the same possessory actions that his or her author would have and would be subject to if he or she were alive.

Article 976. Actions aimed at preserving possession shall be time-barred after one full year, counted from the act of disturbance or impediment inflicted upon it.

Those aimed at recovering possession shall expire after one full year, counted from the time the previous possessor lost possession.

If the new possession has been violent or clandestine, this year shall be counted from the last act of violence or from the cessation of clandestinity. The rules on the continuation of possession set forth in Articles 778, 779, and 780 apply to possessory actions.

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Art. 977. The possessor has the right to request that his possession not be disturbed or impeded or that he not be deprived of it, that he be compensated for the damage he has suffered, and that he be given security against what he reasonably fears.

Article 978. The usufructuary, the user, and the person with the right of habitation are entitled to exercise possessory actions and defenses aimed at preserving or recovering the enjoyment of their respective rights, even against the owner himself. The owner is obliged to assist them against any outside disturber or usurper, being required to do so for that purpose.

Judgments obtained against the usufructuary, the user, or the person with the right of habitation are binding on the owner, except in the case of possession of the property or rights attached to it: in this case, the judgment against the owner who has not intervened in the proceedings shall not be valid.

Article 979. In possessory proceedings, the ownership claimed by either party shall not be taken into account.

Title deeds may be presented to prove ownership, but only those whose existence can be proven summarily; nor shall it be possible to object to them on the basis of defects or flaws other than those that can be proven in the same manner.

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Article 980. Possession of registered rights is proven by registration, and as long as this remains in force and provided that it has lasted for a full year, no evidence of possession may be admissible to challenge it.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **UueDde NcoCnleAnerf** **Mvooocsatbralor** is typical of the Spanish language of the time.

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comply with the court ruling, the building shall be demolished or the repairs shall be carried out at his expense. If the damage feared from the building is not serious, it shall be sufficient for the defendant to provide security to compensate for any damage that may arise from the poor condition of the building.

Article 989. In the event that the repair referred to in the preceding article is carried out by someone other than the defendant, the person responsible for carrying it out shall preserve the form and dimensions of the old building in all its parts, unless it is necessary to alter them in order to prevent danger. The alterations shall be carried out at the discretion of the owner of the building, insofar as they are compatible with the purpose of the complaint.

Article 990. If, after notification of the complaint, the building collapses due to its poor condition, the neighbors shall be compensated for any damage; but if it collapses due to unforeseeable circumstances, such as flooding, lightning, or an earthquake, there shall be no compensation, unless it can be proven that the unforeseeable circumstances would not have caused the collapse if the building had not been in poor condition.

Article 991. There shall be no compensation if the complaint has not been notified in advance.

Article 992. The foregoing provisions shall extend to the danger feared from any structures or from trees that are poorly rooted or exposed to being knocked down by ordinary occurrences.

Article 993. If stakes, walls, or other works are erected that divert the course of running water so that it spills onto another's land, or stagnates and dampens it, or deprives the properties that have the right to use it of its benefits, the judge shall, at the request of the interested parties, order that such works be removed or modified and that the damages be compensated.

Article 994. The provisions of the preceding article apply not only to new works, but also to those already completed, as long as sufficient time has not elapsed to constitute a right of easement. However, no prescription shall be admitted against works that corrupt the air and make it known to be harmful.

Article 995. Anyone who carries out works to prevent the entry of water that they are not obliged to receive shall not be liable for any damage that, having been blocked in this way and without any intention to cause it, may be caused to other people's land or buildings.

Article 996. If water running through an estate stagnates or changes course, obstructed by silt, stones, sticks, or other materials that it carries and deposits, the owners of the estates on which this alteration of the course of the water causes damage shall have the right to compel the owner of the estate on which the obstruction has occurred to remove it, or to allow them to do so, in order to restore things to their previous state.

The cost of cleaning or clearing shall be shared among the owners of all the properties, in proportion to the benefit they derive from the water.

Article 997. Whenever water used by a property, due to the owner's negligence in draining it without harming their neighbors, spills onto another property, the owner of the latter shall be entitled to: *Nota: En virtud de la Ley 84 de 1873, el artículo 997, inciso 1, de la Ley 84 de 1873, se le da vigencia a la acción de daños y perjuicios en el caso de que el propietario de la propiedad que recibe el agua que se le cae encima, pueda probar que el agua que se le cae encima es de la propiedad de su vecino. En consecuencia, el artículo 997, inciso 1, de la Ley 84 de 1873, se le da vigencia a la acción de daños y perjuicios en el caso de que el propietario de la propiedad que recibe el agua que se le cae encima, pueda probar que el agua que se le cae encima es de la propiedad de su vecino.*

ad arabia: may contain words typical of the Spanish language of the period.

Article 998. The owner of a house has the right to prevent deposits or streams of water or wet materials from damaging it near its walls.

He also has the right to prevent trees from being planted less than fifteen decimeters away, or vegetables or flowers less than five decimeters away.

If the trees are of the type that spread their roots over a large distance, the judge may order that they be planted at a suitable distance so that they do not damage neighboring buildings: the maximum distance indicated by the judge shall be five meters.

The rights granted in this article shall remain in force against trees, flowers, or vegetables planted, unless the planting preceded the construction of the walls.

Article 999. If a tree extends its branches over another's land, or its roots penetrate it, the owner of the land may demand that the excess part of the branches be cut off, and may cut the roots himself.

This shall apply even if the tree is planted at the proper distance.

Article 1000. The fruit produced by branches extending over another's land belongs to the owner of the tree; however, the owner of the tree may not enter the land to pick the fruit unless the owner of the land gives permission and the land is enclosed.

The owner of the land shall be obliged to grant this permission, but only on suitable days and at suitable times, so that no damage is caused.

Article 1001. Anyone who wishes to build a mill or any other structure, taking advantage of water that flows to other estates or to another mill or industrial establishment and that does not flow through an artificial channel built at someone else's expense, may do so on their own land or on someone else's land with the owner's permission, provided that they do not divert or diminish the water to the detriment of those who have already built structures for the purpose of using said water, or who have in any other way acquired the right to use it.

Article 1002. Anyone may dig a well on their own land, even if this results in the impairment of the water supply to another well; but if this does not bring any benefit, or not enough to compare with the damage caused to others, they shall be obliged to fill it in.

Article 1003. Whenever a work belonging to many must be prohibited, destroyed, or amended, a complaint or lawsuit may be brought against all of them together or against any of them individually; but the compensation for damages shall be divided equally among all, without prejudice to those liable for this compensation dividing it among themselves in proportion to each one's share in the work.

And if the damage suffered or feared belongs to many, each shall have the right to file a complaint or lawsuit on his own behalf, insofar as it is directed at the prohibition, destruction, or amendment of the work; but none may claim compensation except for the damage he himself has suffered, unless he legitimizes his legal standing in relation to the others.

Article 1004. The actions granted in this Title shall not apply to the exercise of a legally constituted easement.

Article 1005. The municipality and any person in the town shall have, in favor of roads, squares, or other places of public use, and for the safety of those who travel on them, the rights granted to

The owners of the original text have preserved the original wording published. For this reason,

el claimante que por consecuencia de una acción de amparo o de tutela o de amparo o de tutela, o por acción de amparo o de tutela, no compensa for damage suffered, the plaintiff shall be compensated, at the defendant's expense, with a sum not less than of the tenth, nor exceed one third of the cost of demolition or amendment, or compensation for the

Except if the condition is not to do something that depends solely on the will of the assignee; in this case, the assignment is deferred at the time of the testator's death, with the assignee providing sufficient security to return the assigned property with its additions and fruits, in the event of a breach of the condition. However, this shall not apply if the testator has stipulated that while the condition of not doing something is pending, the assigned thing shall belong to another assignee.

Article 1014. If the heir or legatee whose rights to succession have not expired dies before accepting or repudiating the inheritance or legacy that has been deferred to them, they transfer to their heirs the right to accept or repudiate said inheritance or legacy, even if they die without knowing that it has been deferred to them.

This right cannot be exercised without accepting the inheritance of the person who transfers it.

Article 1015. If two or more persons, called to succeed one another, are in the case described in Article 95, none of them shall succeed to the property of the others.

Article 1016. In all succession due to death, in order to carry out the provisions of the deceased or the law, the following shall be deducted from the estate or mass of assets left by the deceased, including hereditary credits: 1) The costs of publishing the will, if any, and other costs related to the opening of the succession.

2) The debts of the estate.

3) The taxes levied on the entire estate. 4) Mandatory maintenance payments.

5.) The marital portion, where applicable, in all orders of succession, except that of **legitimate** descendants. The remainder is the liquid estate available to the testator or the law.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1017. Taxes levied on the entire estate shall extend to revocable gifts that are confirmed by death. Taxes on certain quotas or legacies shall be charged to the respective assignees.

Article 1018. Any person whom the law has not declared incapable or unworthy shall be capable and worthy of succeeding.

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Article 1019. To be eligible to inherit, it is necessary to be alive at the time of the opening of the succession, unless inheritance occurs by right of transmission, according to Article 1014, in which case it is sufficient to be alive at the time of the opening of the succession of the person by whom the inheritance or bequest is transmitted. If the inheritance or bequest is left under a suspensive condition, it will also be necessary to be alive at the time the condition is fulfilled. However, assignments to persons who do not exist at the time of the opening of the succession but are expected to exist may be made. The assignment shall be valid if the assignee is born or conceived before the opening of the succession. The assignment shall be awarded to those who provide an important service, even if the person providing it did not exist at the time of the

death of the testator.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1020. Any brotherhoods, guilds, or establishments that are not legal entities are incapable of inheriting or receiving legacies.

However, if the purpose of the assignment is to found a new corporation or establishment, legal approval may be requested, and once obtained, the assignment shall be valid.

Article 1021. Legal entities may acquire property of all kinds, by any title, as transferable assets.

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Article 1022. By will granted during the last illness, no inheritance or legacy may be received, not even as a fiduciary executor, by the clergyman who confessed the testator during the same illness, or habitually during the last two years prior to the will; nor by the order, convent, or brotherhood of which the clergyman is a member, nor by his relatives by blood or affinity within the third degree.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1023. Any provision in favor of an incapacitated person shall be null and void, even if it is disguised as a contract for valuable consideration or through the intervention of another person.

Article 1024. The incapacitated person shall not acquire the inheritance or legacy until the actions that may be brought against them by those with an interest therein have become time-barred.

Article 1025. The following are unworthy of succeeding the deceased as heirs or legatees:

1. Anyone who has committed the crime of homicide against the deceased or has participated in this crime by action or advice, or has allowed the deceased to perish when they could have saved them.
2. Anyone who has committed a serious attack on the life, honor, or property of the person whose succession is in question, or of their spouse or any of their ascendants or descendants, provided that such attack is proven by a final judgment.
3. A blood relative within the sixth degree inclusive who, in a state of insanity or destitution of the person whose estate is involved, did not come to their aid when they could have done so.
4. Anyone who, by force or fraud, obtained any testamentary disposition from the deceased or prevented them from making a will.
5. Anyone who has maliciously detained or concealed a will of the deceased, with malice presumed by the mere fact of the detention or concealment.
6. Anyone who abandoned without just cause the person whose estate is in question, being obliged by law to provide for their maintenance. For the purposes of this article, abandonment shall be understood to mean the absolute or temporary failure to provide for persons who require personal care in their upbringing or who, in accordance with the law, require the obligation to provide them with accommodation, sustenance, or medical assistance.

An exception is made for an heir or legatee who, having abandoned the deceased, has expressed their willingness to forgive them and succeed them, which shall be demonstrated by any of the means of proof provided for by law, but prior to the court ruling declaring the unworthiness to inherit and the

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dveoncaadboloscopnrospeionstednecliacaesjteelluatnooriaddealapoépr deacommisofyofre referred to in Title VI, Chapter One of the Criminal Code, the passive subject of the conduct being the

Article 1030. The causes of unworthiness mentioned in the preceding articles may not be invoked against testamentary dispositions subsequent to the events that give rise to them, even if it is offered to prove that the deceased was not aware of those events at the time of making the will or thereafter.

Article 1031. Disqualification shall have no effect unless it is declared in court, at the request of any of the parties interested in the exclusion of the disqualified heir or legatee. Once declared by a court, the unworthy person is obliged to return the inheritance or legacy with its additions and fruits.

Article 1032. Disqualification is purged after ten years of possession of the inheritance or legacy.

Article 1033. The action of unworthiness does not pass against third parties acting in good faith.

Article 1034. The inheritance or legacy of which the author became unworthy is transferred to the heirs, but with the same defect of unworthiness of the author, for the entire time remaining to complete the ten years.

Article 1035. Debtor heirs or testamentary heirs may not raise the defense of incapacity or unworthiness against the plaintiff.

Article 1036. Incapacity or unworthiness does not deprive the excluded heir or legatee of the maintenance provided for by law; but in the cases referred to in Article 1025, they shall have no right to maintenance.

TITLE 2.

Rules relating to intestate succession

Article 1037. The laws regulate succession to property that the deceased has not disposed of, or if he has disposed of it, has not done so in accordance with the law, or his dispositions have not taken effect.

Article 1038. The law does not take into account the origin of the property in regulating intestate succession or imposing restitutions or reservations on it.

Article 1039. In intestate succession, no regard is had to sex or primogeniture.

Art. 1040. The legitimate descendants of the deceased; their legitimate ascendants; their legitimate collateral relatives; their natural children; their natural parents; their natural siblings; the surviving spouse; and the treasury are called to intestate succession.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

Article 1041. Intestate succession occurs either by personal right or by right of representation.

Representation is a legal fiction in which a person is assumed to have the place and, consequently, the degree of kinship and inheritance rights that their father or mother would have if the latter did not want to or could not succeed.

A father or mother who, if they had been able or willing to succeed, would have succeeded by right of representation.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 1042. Those who succeed by representation inherit in all cases *by lineage*, that is,

regardless of the number of children representing the father or mother, they shall take, among themselves and in equal shares, the portion that would have belonged to the represented father or mother.

Those that do not occur by representation occur *by heads*, that is, they take among themselves and in equal parts the portion to which the law calls them, unless the same law establishes a different division.

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Art. 1043. Representation is always possible in the legitimate descendants of their legitimate siblings and in the legitimate descendants of their children or natural siblings.

Outside of these descendants, there is no place for representation.

Art. 1044. An ascendant whose inheritance has been repudiated may be represented.

Likewise, representation may be made for the incapacitated, the unworthy, the disinherited, and those who repudiated the inheritance of the deceased.

Article 1045. First order of succession - descendants. The closest descendants exclude all other heirs and shall receive equal shares among themselves, without prejudice to the marital portion.

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Art. 1046. If the deceased has left no legitimate descendants, they shall be succeeded by their closest legitimate ascendants, their spouse, and their natural children. The inheritance shall be divided into five parts, three for the legitimate ascendants, one for the spouse, and one for the natural children.

If there is no surviving spouse or no natural children, the inheritance shall be divided into four parts: three for the legitimate ascendants and one for the natural children or the spouse.

If there is no spouse or natural children, the entire inheritance shall belong to the legitimate ascendants.

If there is only one descendant in the closest degree, he or she shall inherit all the property or the entire inheritance portion of the ascendants.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

Art. 1047. If the deceased has left no legitimate descendants or ascendants, he shall be succeeded by his legitimate siblings, his spouse, and his natural children: the inheritance shall be divided into three parts, one for the legitimate siblings, one for the spouse, and one for the natural children. If there is no spouse or natural children, the inheritance shall be divided into two parts, one for the legitimate siblings and one for the natural children. **clarification:** it may contain words specific to the Spanish of the period.

If there is no spouse or no natural children, half of the estate shall pass to the legitimate siblings

and the other half to the natural children or the spouse.

If there are no natural children and no surviving spouse, the siblings shall receive the entire inheritance.

The legitimate siblings referred to in this article shall include those who are only related on the father's or mother's side, but the share of the paternal or maternal sibling shall be half that of the full sibling.

If there are no full siblings, the legitimate siblings, paternal or maternal, shall receive the entire inheritance or the entire inheritance portion of the siblings.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

Article 1048. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1049. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1050. The succession of a child born out of wedlock is governed by the same rules as that of the legitimate deceased.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1051. In the absence of descendants, ascendants, adopted children, adoptive parents, siblings, and spouses, the children of the deceased's siblings shall succeed to the deceased. In the absence of the latter, the Colombian Institute of Family Welfare shall succeed to the deceased.

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PREVIOUS LEGISLATION [\[Show\]](#)

Article 1052. When succession by will and intestate succession occur simultaneously in the same estate, the provisions of the will shall be fulfilled, and the remainder shall be awarded to the intestate heirs according to the general rules. However, those who inherit both by will and intestate shall be allocated the portion to which they are entitled.

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~~esclerótica~~: a u e d e. contain words typical of the Spanish language of the period.

The express will of the testator shall prevail over all of the above in accordance with the law.

Article 1060. The power to make a will is non-delegable.

Article 1061. The following persons are not competent to make a will:

- 1.° The prepubescent;
- 2.° Those who are under legal interdiction due to insanity;
- 3.° Those who are currently not of sound mind due to intoxication or other causes.
- 4.° Anyone who is unable to express their wishes clearly, either verbally or in writing. Persons not included in this list are competent to make a will.

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Article 1062. A will made while any of the causes of incapacity listed in the preceding article exist is null and void, even if the cause subsequently ceases to exist.

On the contrary, a valid will does not cease to be valid due to the subsequent occurrence of any of these causes of incapacity.

CASE LAW [\[Show\]](#)

Article 1063. A will in which force has been used in any way is null and void in its entirety.

Article 1064. Wills are either solemn or less solemn. A solemn will is one in which all the formalities ordinarily required by law have been observed. A less solemn or privileged will is one in which some of these formalities may be omitted, in consideration of particular circumstances expressly determined by law.

A solemn will is either open or closed.

An open, nuncupative, or public will is one in which the testator makes his or her dispositions known to the witnesses and to the notary when they are present; and a closed or secret will is one in which it is not necessary for the witnesses and the notary to have knowledge of them.

Article 1065. The opening and publication of the will shall be done before the judge of the testator's last domicile ; but if the notary and the witnesses who must recognize their signatures are not found there, those acts shall take place before the judge designated by the laws of procedure.

Article 1066. Whenever the judge is to proceed with the opening and publication of a will, he shall first ascertain the death of the testator. Exceptions are cases in which, according to the law, death must be presumed.

CHAPTER 2.

On solemn wills, and primarily on those executed in the territories.

Article 1067. A solemn will must always be in writing.

Article 1068. The following persons may not be witnesses to a solemn will executed in the territories: 1)

Repealed

2) Persons under the age of eighteen. 3)

Repealed

4) All of them are *lqueextaoctdueallma eLnetye Sndaela1873proivnascorsadelarendazócni. Original publication For this reason, aScola)rebeipuleede contain words typical of the Spanish language of the period.*

6.) Inapplicable

Article 1076. A blind person may only make a nuncupative will before a notary or official acting as such. Their will shall be read aloud twice; the first time by the notary or official, and the second time by one of the witnesses, chosen for that purpose by the testator. Special mention shall be made of this solemnity in the will.

Article 1077. If the will has not been executed before a notary, but before five witnesses, it shall be necessary to proceed with its publication in the following manner:

The competent judge shall summon the witnesses to recognize their signatures and that of the testator.

If one or more of them fail to appear due to absence or other impediment, it shall be sufficient for the witnesses present to recognize the signature of the testator, their own signatures, and those of the absent witnesses.

If necessary, and provided that the judge deems it appropriate, the signatures of the testator and the absent witnesses may be authenticated by sworn statements from other reliable persons.

The judge and his clerk shall then initial each page of the will, and after the judge has declared it to be a nuncupative will, stating the date, he shall send it with the proceedings to the respective notary, after the corresponding registration.

Article 1078. A solemn closed will must be executed before a notary and five witnesses.

Article 1079. Anyone who cannot read or write may not execute a sealed will.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1080. What essentially constitutes a closed will is the act in which the testator presents a closed deed to the notary and witnesses, declaring aloud, and in such a way that the notary and witnesses can see, hear, and understand (except in the case of the following article), that said deed contains his will. Mute persons may make this declaration by writing it in the presence of the notary and witnesses.

The will must be signed by the testator. The cover of the will shall be sealed or closed externally in such a way that the will cannot be removed without breaking the seal.

It is at the discretion of the testator to affix a seal or mark, or to use any other means to secure the cover.

The notary shall state on the cover, under the heading "will," that the testator is of sound mind; the name, surname, and address of the testator and each of the witnesses; and the place, day, month, and year of execution.

The execution shall be completed by the signatures of the testator, the witnesses, and the notary on the cover.

If the testator is unable to sign at the time of execution, another person other than the witnesses shall sign on his behalf, and if any of the witnesses are unable or incapable of signing, others shall sign on their behalf, so that there are always seven signatures on the cover: those of the testator, the five witnesses, and the notary.

During the execution, in addition to the testator, the same notary and the same witnesses shall be present, and there shall be no interruption except for brief intervals when required by accident.

<Article added by Law 36 of 1931, with the following text:>

ARTICLE 1. Immediately after the testator presents the Notary and witnesses with the Nesoctratura en Equil etedxetocl adrealqauLeesy e8c4odnetie1n8e7s3uctoensstaermveanltaoresdeagcúcnioénl aorrtiígciunloal1p0u8b0lidcealdCa óPdoigrotaClivrailzósne dex

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closed; the name and surname of the Notary; the name and surname, address, and neighborhood of the testator and each

witnesses; the age of the grantor, the fact that he or she is of sound mind, the place of birth, and the nationality to which he or she belongs.

"ARTICLE 2. The same instrument shall contain a detailed description of the type, condition, and form of the seals, marks, and signs that the cover contains as security measures.

"ARTICLE 3. The deed referred to in the preceding articles must be signed by the testator, the five witnesses, and the notary.

"ARTICLE 4. A copy of this deed must accompany the application for the opening and publication of the will.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1081. When the testator is unable to understand or be understood verbally, he or she may only execute a closed will.

The testator shall write, in his own handwriting, on the cover, the word "will" or its equivalent in the language of his choice, and shall likewise designate his person, stating at least his name, surname, domicile, and the nation to which he belongs; in all other respects, the provisions of the preceding article shall be observed.

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Article 1082. Before being executed, a sealed will shall be presented to the judge.

The will shall not be opened until the notary and witnesses have acknowledged before the judge their signatures and that of the testator, declaring, in addition, whether in their opinion it is closed, sealed, or marked, as in the act of delivery.

If not all the witnesses can appear, it shall be sufficient for the notary and the witnesses present to recognize their signatures and that of the testator, and to attest to those of the absent witnesses.

If the notary or official who authorized the will is unable to appear, he shall be replaced for the opening proceedings by the notary chosen by the judge.

If necessary, and provided that the judge deems it appropriate, the signatures of the notary and the absent witnesses may be certified, as in the case of paragraph 3 of Article 1077.

Article 1083. A solemn will, whether open or closed, in which any of the formalities to which it must be subject, according to the preceding articles, is omitted, shall have no value whatsoever.

However, when one or more of the designations prescribed in Article 1073, paragraph 5 of Article 1080, and paragraph 2 of Article 1081 are omitted, the will shall not be null and void, provided that there is no doubt as to the personal identity of the testator, notary, or witness.

TEXT CORRESPONDING TO [\[Show\]](#)

CHAPTER 3.

of solemn wills executed in other states or foreign countries.

Article 1084. A written will, executed in any of the States or in

is signed, signed or placed in the solemnities, which are constant in form made by the court
 Estado en el día de hoy, de 1873, conservada en el archivo público de la Nación.
 a la notaría de la ciudad de Bogotá, se hizo en la forma que se indica en el presente instrumento, en la forma
 ordinary form.

Article 1085. A will executed in any of the States or in a foreign country shall also be valid in the Territories, provided that the following requirements are met:

- 1.° The testator must be Colombian, or if a foreigner, must be domiciled in the Territory;
- 2.° That it be authorized by a diplomatic minister of the United States of Colombia or of a friendly nation, by a secretary of legation who holds such a title, issued by the President of the Republic, or by a consul who holds a patent from the same; but it shall not be valid if the person authorizing it is a vice-consul. The will shall expressly mention the position, titles, and patents referred to above;
- 3.° That the witnesses be Colombian or foreign nationals domiciled in the city where the will is executed;
- 4.° That the rules of solemn wills granted in the Territories be observed in all other respects;
- 5.° The instrument must bear the seal of the Legation or Consulate;
- 6.° That the will that has not been executed before a Head of Legation bear the approval of that Head, if any; if the will is open, at the bottom; and if it is closed, on the cover page; and that said Head shall initial the beginning and end of each page when the will is open.
- 7.° That a copy of the opened will, or of the cover page of the closed will, be immediately sent by the Head of the Legation, if any, or directly by the Consul, to the Secretary of Foreign Affairs of the Republic, and that the latter, after authenticating the signature of the Head of the Legation or the Consul, as the case may be, forward the copy to the Prefect of the respective Territory.

Article 1086. Provided that the provisions of the preceding article are complied with, the head of the territory shall forward a copy to the circuit judge of the last domicile of the deceased in the territory, so that said copy may be incorporated into the records of a notary public of the same domicile.

If the testator has no known domicile in the territory, the will shall be sent to the prefect or circuit judge of the capital of the territory, for inclusion in the records of the notary designated by the same judge.

CHAPTER 4. Privileged wills

Article 1087. The following are privileged wills:

1. Verbal wills;
2. Military wills;
3. Maritime wills;

Article 1088. In privileged wills, any person of sound mind, male or female, over the age of eighteen, who sees, hears, and understands the testator, and who does not have the disability designated in number 8 of article 1068, may serve as a witness. In addition, for written privileged wills, witnesses must be able to read and write.

Putative ability shall suffice in accordance with the provisions of Article 1069.

Article 1089. In privileged wills, the testator shall expressly declare that it is his or her intention to make a will: the persons whose presence is required shall be the same from beginning to end; and the act shall be continuous, or interrupted only by brief intervals required by accident.

No s will be mesarios o trasobnidos de ésts. Es que en t. s articu. s s i guient s se expresan.
 Nota El texto de la Ley 84 de 1873 conserva la redacción original (them) publicada. Por tal razón,
 el contenido de las páginas de esta Ley no es idéntico al contenido de las páginas de la Ley 84 de 1873.
 No se debe confundir el contenido de esta Ley con el contenido de la Ley 84 de 1873.

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Article 1091. In an oral will, the testator makes his declarations and dispositions aloud, so that everyone can see, hear, and understand him.

Article 1092. An oral will shall only be valid in cases of such imminent danger to the testator's life that there appears to be no way or time to make a formal will.

Article 1093. An oral will shall have no value if the testator dies within thirty days of its execution; or if, having died before that time, the will has not been put in writing, with the formalities to be expressed, within thirty days of the death.

Article 1094. In order to put the oral will in writing, the judge of the circuit in which it was made, at the request of any person who may have an interest in the succession, and with the summons of the other interested parties residing in the same circuit, shall take sworn statements from the individuals who witnessed it as instrumental witnesses, and from all other persons whose testimony he deems relevant to clarify the following points:

1. The name, surname, and address of the testator, their place of birth, the nation to which they belonged, their age, and the circumstances that led them to believe that their life was in imminent danger.
2. The first and last names of the instrumental witnesses and their place of residence.
3. The place, day, month, and year of the execution.

Art. 1095. The witnesses shall testify on the following points: 1. Whether the testator appeared to be of sound mind.

2. Whether he expressed his intention to make a will before them.
3. Their statements and testamentary dispositions.

Article 1096. The information referred to in the preceding articles shall be forwarded to the judge of the last domicile, if this is not the judge who has received the information; and the judge, if he finds that the prescribed formalities have been observed and that the information clearly shows the last will of the testator, shall rule that, according to that information, the testator has made the following declarations and dispositions (expressing them); and shall order that said declarations and dispositions be valid as the will of the deceased, and that his decree be recorded as such. Only those declarations and dispositions shall be considered testamentary in nature which the witnesses who attended the solemn ceremony agree upon.

Article 1097. A will recorded in a judicial decree and registered may be contested in the same manner as any other authentic will.

Article 1098. In times of war, the wills of military personnel and other individuals employed in a corps of troops of the territory or the republic, as well as those of volunteers, hostages, and prisoners belonging to said corps, and those of persons accompanying and serving any of the aforementioned, may be received by a captain or by an army quartermaster, commissary, or military auditor. If the person wishing to make a will is ill or wounded, his will may be received by the chaplain, doctor, or surgeon attending him; and if he is in a detachment, by the officer in command, even if he is of a lower rank than captain.

Article 1099. The will shall be signed by the testator, if he knows how to write and is able to do so, by the official who has received it, and by the witnesses.

If the testator does not know how to sign or is unable to sign, this shall be stated in the will.

Article 1100. In order to make a military will, it shall be necessary to be on a war expedition that is
Nota. Texto de la Ley 84 del 87 conserva (la 3 edacción original publicada en el Portal pm actualizada o amañ a cotra el enemigo, or en la guacón de una plaza actualmente sitiada. clarification: may contain words specific to the Spanish of the period.

Art. 1101. If the testator dies before the expiration of ninety days following the date on which

Article 1110. In case of imminent danger, a verbal will may be granted on board a warship on the high seas, observing the provisions of Article 1103; and the will shall expire if the testator survives the danger.

The information referred to in Articles 1094 and 1095 shall be received by the commander or his second-in-command, and the provisions of Article 1103 shall apply to its referral to the judge through the Secretary of State.

Article 1111. If the person who can make a maritime will prefers to do so in closed form, the formalities prescribed in Article 1080 shall be observed, with the captain of the ship or his second-in-command acting as minister of faith.

In addition, the provisions of Article 1106 shall be observed, and a copy of the cover page shall be forwarded to the Secretary of State for registration, as shall the will, in accordance with Article 1107.

Article 1112. On merchant ships flying the Colombian flag, wills may only be made in the manner prescribed by Article 1105, with the will being received by the captain or his second in command or the pilot, and the provisions of Article 1107 shall also be observed.

TITLE 4

Testamentary assignments.

CHAPTER 1.

General rules.

Article 1113. Every testamentary beneficiary must be a specific and determined person, natural or legal, whether determined by name or by clear indications in the will. Otherwise, the bequest shall be deemed unwritten.

However, bequests intended for charitable purposes shall be valid, even if they are not for specific persons.

Bequests made to a charitable institution without designating it shall be given to the charitable institution designated by the head of the territory, with preference given to those in the vicinity or residence of the testator.

Anything left to the soul of the testator, without specifying otherwise how it is to be invested, shall be understood to be left to a charitable institution and shall be subject to the provisions of the preceding paragraph.

Anything left to the poor in general, without determining how it is to be distributed, shall be applied to the public charitable or benevolent institution existing in the place of the testator's domicile, if such an institution exists in that place, and if not, it shall be applied to the public charitable or benevolent institution closest to that domicile, except in the following cases:

1.º When the testator expressly prohibits it:

2.º When he has expressed his wish to leave it to the poor of a certain place where there is no public charity or welfare institution.

Article 1114. The amounts collected as a result of the provision contained in the previous article shall be capitalized regardless of their amount, and the income shall be invested in the expenses of the corresponding establishments.

Article 1115. Whatever, in accordance with Article 1113, must be distributed among the poor of a given place, shall be done so in the presence of the Mayor and Municipal Representative of the district.

The distribution made in accordance with the provisions of the preceding article shall be understood to be a

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If they are unable to sign, it shall be added to the inventories, without which requirement they shall not be approved by the judge.

Article 1116. An error in the name or capacity of the assignee does not invalidate the provision, if there is no doubt about the person.

Article 1117. An assignment that appears to be motivated by an error of fact, such that it is clear that without this error it would not have taken place, shall be deemed null and void.

Captative dispositions shall not be valid.

Such dispositions shall be understood to be those in which the testator assigns part of his or her property on condition that the assignee bequeaths part of his or her property to the testator.

Article 1118. No testamentary disposition shall be valid unless the testator has made it known in some other way than by *himself or herself*, or by a sign of affirmation or denial, in response to a question.

Article 1119. No testamentary disposition in favor of the notary who authorizes the will or the official who acts as such, or the spouse of said notary or official, or any of their ascendants, descendants, siblings, brothers-in-law, or salaried servants shall be valid.

The same applies to provisions in favor of any of the witnesses.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1120. A creditor whose claim is only recorded in the will shall be considered a legatee for the purposes of the preceding article.

Article 1121. The choice of a legatee, whether absolute or from among a certain number of persons, shall not depend on the pure discretion of others.

Article 1122. Anything left indeterminately to relatives shall be understood to be left to the closest blood relatives according to the order of intestate succession, with the right of representation taking place in accordance with the legal rules; unless, on the date of the will, there was only one person of this degree, in which case those of the next degree shall be understood to be called at the same time.

CASE LAW [\[Show\]](#)

Affects the validity of: [\[Show\]](#)

Article 1123. If the assignment is conceived or written in such terms that it is not known which of two or more persons the testator intended to designate, none of those persons shall be entitled to it.

Article 1124. All bequests must be either universal or of specific items, or clearly determinable from the instructions in the will, or of types and quantities that are or can be equally determinable. Otherwise, they shall be deemed not to have been written.

However, if the bequest is intended for a charitable purpose expressed in the will, without determining the share, amount, or species to be invested in it, the bequest shall be valid and the share, amount, or species shall be determined, taking into consideration the nature of the purpose, the other provisions of the testator, and the strength of the estate, in the part that the testator could freely dispose of.

The judge shall make the determination, after hearing the municipal representative and the heirs, and in accordance with possible to the testator's intention.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~if the legatee or heir does not take advantage of it, he shall be considered to have renounced it, and the share shall pass to the other heirs or legatees.~~ **X**
 if the legatee or heir does not take advantage of it, shall be the heir or legatee obliged to carry it out, unless he proves justly

reason for not doing so. If refusing the assignment does not benefit the heir or legatee, they shall not be obliged to justify their decision, whatever it may be.

The benefit of an ascendant or descendant, a spouse, or a sibling or brother-in-law shall be deemed, for the purposes of this provision, to be a benefit of said heir or legatee.

CASE LAW [\[Show\]](#)

Article 1126. An assignment that is transferred to another person due to the absence of the assignee, whether by accretion, substitution, or other cause, shall carry with it all transferable obligations and charges, as well as the right to accept or reject it separately.

An assignment that has been rejected by all persons successively called to it by will or law because it is too encumbered shall be deferred in the last resort to the persons in whose favor the encumbrances were constituted.

Article 1127. Regarding the rules given in this title concerning the understanding and effect of testamentary dispositions, the clearly expressed will of the testator shall prevail, provided that it does not conflict with legal requirements or prohibitions.

In order to ascertain the will of the testator, the substance of the provisions shall be taken into account rather than the words used.

CHAPTER 2.

Conditional testamentary bequests.

Article 1128. Testamentary bequests may be conditional. A conditional bequest is one that depends on a condition, that is, on a future and uncertain event, such that, according to the testator's intentions, the bequest is not valid if the positive event does not occur or if the negative event occurs.

Conditional testamentary bequests are subject to the rules set forth in the title on conditional obligations, with the exceptions and modifications to be expressed.

Article 1129. A condition consisting of a present or past event does not suspend the fulfillment of the provision. If it exists or has existed, it is considered unwritten; if it does not exist or has not existed, the provision is invalid.

The past, present, and future shall be understood in relation to the time of making the will, unless otherwise stated.

Article 1130. If the condition imposed for the future consists of an event that has occurred during the testator's lifetime, and the testator knew of it at the time of making the will, and the event is one that can be repeated, it shall be presumed that the testator requires its repetition; if the testator knew of it at the time of making the will, and the event is one that cannot be repeated, the condition shall be deemed to have been fulfilled; and if the testator did not know of it, the condition shall be deemed to have been fulfilled, whatever the nature of the event.

Article 1131. The condition of not contesting the will, imposed on an assignee, does not extend to claims of nullity due to any defect in its form.

Article 1132. The condition imposed on the heir or legatee not to marry shall be deemed unwritten, unless it is limited to not marrying before the age of twenty-one* or younger, or to a specific person.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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~~to be understood as a condition of the will, as stated in the~~

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1133. Likewise, the condition of remaining widowed shall be deemed not to have been imposed, ~~unless the beneficiary has one or more children from a previous marriage at the time the allowance is granted.~~

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1144. Repealed.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1135. The condition of marrying or not marrying a specific person, and that of embracing any status or profession permitted by law, even if incompatible with the status of marriage, shall be valid.

CASE LAW [\[Show\]](#)

Article 1136. Testamentary assignments, under a suspensive condition, do not confer any right on the assignee while the condition is pending, other than that of imploring the necessary protective measures. If the assignee dies before the condition is fulfilled, he or she does not transfer any rights.

Once the condition has been fulfilled, the beneficiary shall not be entitled to the fruits received in the meantime, unless the testator has expressly granted them.

Article 1137. Conditional provisions establishing trusts and granting fiduciary property are governed by the Title on Fiduciary Property.

CHAPTER 3. of testamentary assignments to date.

Article 1138. Testamentary assignments may be limited to terms or days on which the current enjoyment or extinction of a right depends; they shall then be subject to the rules set forth in the Title on Term Obligations, with the following explanations.

Article 1139. The day is certain and determined if it must necessarily arrive and is known when, such as the so many days of such a month and year, or so many days, months, or years after the date of the will or the death of the testator. It is certain but indeterminate if it must necessarily arrive, but it is not known when, such as the day of a person's death. It is uncertain but determined if it may or may not arrive; but assuming that it must arrive, it is known when, such as the day on which a person turns twenty-five.

~~Finally, if the assignment contains words typical of the Spanish language of the period, it shall be deemed to be certain and determined.~~

Article 1140. Anything assigned from a date prior to the death of the testator shall be understood to be assigned for after his death, and shall only be due once the succession has been opened.

Article 1141. An uncertain and indeterminate day is always a true condition, and is subject to the rules governing conditions.

Article 1142. An assignment from a certain and determined day gives the assignee, from the moment of the testator's death, ownership of the assigned thing and the right to dispose of and transfer it, but not the right to claim it before the day arrives.

If the testator expressly imposes the condition that the assignee must be alive on that day, it shall be subject to the rules governing conditional assignments.

Article 1143. An assignment from a certain but undetermined date is conditional and involves the condition that the assignee must be alive on that date.

If it is known that the assignee will exist on that day (as when the assignment is in favor of a permanent establishment), the provisions of paragraph 1 of the preceding article shall apply.

Article 1144. An assignment from an uncertain date, whether determined or not, is always conditional.

Article 1145. The assignment, whether or not it is for a specific period, constitutes a usufruct in favor of the assignee.

The assignment of periodic benefits is non-transferable upon death and ends, like the usufruct, upon the arrival of the date and upon the natural death of the pensioner.

If it is in favor of a corporation or foundation, it may not last more than ten years.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1146. An assignment until an uncertain but determined date, linked to the existence of the assignee, constitutes usufruct, unless it consists of periodic payments.

If the date is linked to the existence of a person other than the assignee, the usufruct shall be deemed to be granted until the date on which, if the other person were alive, the date would arrive for them.

CHAPTER 4. on modal assignments

Article 1147. If something is assigned to a person to hold as their own, with the obligation to apply it to a special purpose, such as to perform certain works or to subject themselves to certain charges, this application is a mode and not a condition precedent. The mode, therefore, does not suspend the acquisition of the assigned thing.

Article 1148. In modal assignments, a clause imposing the obligation to return the thing and its fruits if the modality is not fulfilled is called a *resolutive clause*.

A resolutive clause shall not be understood to be included when the testator does not expressly state it.

Article 1149. In order for the thing assigned modally to be acquired, it is not necessary to provide a bond or security for restitution in the event that the condition is not fulfilled.

Article 1150. If the condition is exclusively for the benefit of the assignee, it does not impose any obligation, unless it includes a resolutive clause.

Nota. El texto de la Ley 84 de 1873 conserva la redacción original publicada por esta razón, **clarification:** it may contain words specific to the Spanish of the period. **Artículo 1151:** Derogado por el artículo 1045 de la ley 57 de 1887. **X**

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1152. If the testator does not sufficiently determine the time or special form in which the mode is to be fulfilled, the judge may determine them, consulting as far as possible the will of the testator, and leaving the modal assignee a benefit amounting to at least one-fifth of the value of the assigned thing.

Article 1153. If the mode consists of an act such that, for the purpose intended by the testator, it is irrelevant who performs it, it shall be transferable to the assignee's heirs.

Article 1154. Whenever the resolutive clause is to be enforced, a sum proportionate to the object shall be delivered to the person in whose favor the mode has been constituted, and the remainder of the value of the assigned thing shall accrue to the inheritance, unless the testator has ordered otherwise.

The assignee on whom the clause has been imposed shall not enjoy the benefit that might result from the preceding provision.

**CHAPTER 5.
on universal assignments**

Article 1155. Universal assignees, whatever they may be called, and even if they are described as legatees in the will, are heirs: they represent the person of the testator in order to succeed him in all his transferable rights and obligations. Heirs are also bound by testamentary charges, that is, those established by the will itself, which are not imposed on specific persons.

Article 1156. The assignee who has been called to the succession in general terms that do not designate shares, such as "Let So-and-so be my heir" or "I leave my property to So-and-so," is a universal heir.

However, if there are other heirs with shares, they shall be considered heirs of that share which, together with those designated in the will, completes the whole or entire estate.

If there are many appointed heirs, without designation of shares, they shall divide the inheritance, or the part of it that falls to them, equally among themselves.

Article 1157. If other allocations are made and the remainder of the assets is available, and all allocations except that of the remainder are singular, the assignee of the remainder is the universal heir; if some of the other allocations are quotas, the assignee of the remainder is the heir of the quota that remains to complete the unit.

Article 1158. If there are no universal heirs, but only heirs of shares, and those designated in the will do not together make up a whole unit, the intestate heirs are understood to be called as heirs of the remainder. If there is no universal assignment in the will, the intestate heirs are universal heirs.

Article 1159. If the shares designated in the will complete or exceed the unit, in that case the universal heir shall be deemed to be appointed to a share whose numerator is the unit and whose denominator is the total number of heirs, unless he is appointed as heir to *the remainder*, in which case he shall receive nothing.

Article 1160. Once the shares have been reduced to a common denominator, including those calculated according to

Article

precedente, representará la parte por la sumada los numeradores, y la cuota efectiva de cada uno de ellos será la parte que le corresponda de la suma total de los numeradores. En la razón, el carácter de copio, rsuuedneumcoenratednoerrrevsopceachtliovos tipaloftheSpanishlanguageofthe

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of medium quality of the same kind, but only to the persons designated in Article 1165.

Article 1170. The bequest of a fungible item, the quantity of which is not determined in any way, is not valid.

If a fungible item is bequeathed, indicating the place where it is to be found, the quantity found there at the time of the testator's death shall be owed, provided that the testator has not determined the quantity; or up to the quantity determined by the testator, and no more. If the existing quantity is less than the designated quantity, only the existing quantity shall be due; and if there is no quantity of said fungible thing there, nothing shall be due.

This, however, shall be understood with the following limitations:

1.^a The bequest of the fungible thing whose amount is determined by the testator in favor of the persons designated in Article 1165 shall always be valid.

2.^a It shall not matter if the bequeathed item is not found in the place designated by the testator, when the bequest and the designation of the place do not form an indivisible clause.

Thus, the legacy of "thirty hectoliters of wheat, which are in such a place," is valid, even if there is no wheat there; but the legacy of "thirty hectoliters of wheat that will be in such a place" is not valid, except for the wheat that is found there, and which does not exceed thirty hectoliters.

Article 1171. The bequest of a future thing is valid, provided that it comes into existence.

Article 1172. If, of many items existing in the testator's estate, one is bequeathed without specifying which, an item of average quantity or value among those included in the legacy shall be provided.

Article 1173. Legacies of a kind that are not limited to what exists in the testator's estate, such as a cow or a horse, impose the obligation to give a thing of medium quality or value of the same kind.

Article 1174. If one item was bequeathed among several that the testator believed he had and he has left only one, the one he has left shall be given.

If none has been left, the legacy shall only be valid in favor of the persons designated in Article 1165, who shall only be entitled to request an item of average quality of the same kind, even if the testator has granted them the choice.

However, if an item of unlimited value is bequeathed, such as a house or a country estate, and there is no item of the same kind among the testator's assets, nothing shall be owed, not even to the persons designated in Article 1165.

Article 1175. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1176. The bequeathed property shall be delivered in the condition in which it existed at the time of the testator's death, including the utensils necessary for its use and which exist with it.

Article 1177. If the bequeathed item is real estate, the land and new buildings that the testator has added after the will shall not be included in the bequest; and if the newly added property forms, at the time of the opening of the succession, a whole that cannot be divided without serious loss, and the additions are worth more than the property in its previous state, only this second value shall be owed to the legatee; if it is worth less, the whole shall be owed to the legatee, with the obligation to pay the value of the additions.

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 bequeathed, and the testator then builds on it, only the value of the plot of land shall be owed.

Article 1178. If part of a property is left behind, the easements necessary for its enjoyment and cultivation shall be understood to be bequeathed.

Article 1179. If a house is bequeathed, with furniture or with everything in it, the items listed in paragraph 2 of Article 662 shall not be understood to be included in the bequest, but only those that form part of the household goods and are found in it; and if a country estate is bequeathed in the same manner, the bequest shall not be understood to include anything other than those things that serve for the cultivation and benefit of the estate and are found therein. In either case, none of the other objects contained in the house or estate shall be included, except those expressly designated by the testator.

Article 1180. If a carriage of any kind is bequeathed, the harnesses and animals that the testator used to use it and that exist with it at the time of his death shall be understood to be bequeathed.

Article 1181. If a herd is bequeathed, the animals comprising it at the time of the testator's death shall be owed, and no more.

Article 1182: Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1183. The bequeathed property passes to the legatee with its easements, censuses, and other real charges.

Article 1184. If an item is bequeathed with the condition that it may not be alienated, and the alienation does not compromise any third-party rights, the clause prohibiting alienation shall be deemed unwritten.

Article 1185. Not only tangible assets but also rights and actions may be bequeathed. The bequest of the title to a credit shall be understood to mean the bequest of the credit itself. The bequest of a credit includes accrued interest; however, it shall only subsist in respect of the part of the credit or interest that the testator has not received.

Article 1186. If the thing that was pledged to the testator is bequeathed to the debtor, this does not extinguish the debt but only the right of pledge, unless it is clear that the testator's intention was to extinguish the debt.

Article 1187. If the testator forgives a debt in the will and then sues the debtor or accepts the payment offered to him, the debtor may not take advantage of the forgiveness; but if the debt was paid without the testator's knowledge or consent, the legatee may claim the amount paid.

Article 1188. If a person is forgiven what they owe, without determining the amount, only the debts existing on the date of the will shall be included in the forgiveness.

Article 1189. What is bequeathed to a creditor shall not be understood to be on account of their credit, unless it is expressly stated, or unless it is clear from the circumstances that the testator's intention is to pay the debt with the bequest.

If so stated or appearing, the debt shall be recognized in the terms in which it has been stated or appears.

Article 1190. If the testator orders payment of what he believes he owes but does not owe, the provision shall be deemed null and void.

written.

If, on account of a specific debt, payment is ordered in excess of the amount owed, the excess shall not be due, unless there is evidence of an intention to donate it.

Article 1191. Debts acknowledged in the will, for which there is no other written evidence, shall be considered gratuitous legacies and shall be subject to the same liabilities and deductions as other legacies of this kind.

Article 1192. If voluntary maintenance is bequeathed without determining its form and amount, it shall be due in the form and amount in which the testator used to provide it to the same person; and in the absence of such determination, it shall be regulated taking into consideration the needs of the legatee, their relationship with the testator, and the strength of the estate in the part that the testator was able to dispose of freely.

If the testator does not specify the duration of the maintenance contribution, it shall be understood to last for the entire life of the legatee.

If an annual pension is bequeathed for the education of the legatee, it shall last until he or she reaches the age of twenty-one, and shall cease if he or she dies before reaching that age.

Article 1193. The obligation to pay the legacy shall be extinguished by the destruction of the bequeathed property.

The disposal of the bequeathed property, in whole or in part, by an act between living persons, involves the revocation of the bequest in whole or in part; and the bequest shall not subsist or be revived, even if the disposal has been null and void, and even if the bequeathed property returns to the testator.

A pledge, mortgage, or annuity established on the bequeathed property does not extinguish the bequest, but encumbers it with said pledge, mortgage, or annuity.

If the testator substantially alters the bequeathed movable property, such as having a cart made from wood or fabric made from wool, it shall be understood that the bequest has been revoked.

CHAPTER 7. Revocable donations

Article 1194. A revocable donation is one that the donor may revoke at his or her discretion.

A donation *upon death* is the same as a revocable donation; and a donation between living persons is the same as an irrevocable donation.

Article 1195. Only a donation that has been granted with the formalities prescribed by law for donations of this kind, or one that is expressly designated as such by law, shall be considered a revocable donation.

If a donation is made with the formalities required for donations between living persons, and the donor reserves the right to revoke it in the instrument, it shall be necessary, in order for it to remain valid after the donor's death, for the donor to have expressly confirmed it in a testamentary act, unless the donation is from one spouse to the other.

Gifts for which no instrument is granted shall be valid as gifts between living persons, insofar as the law is concerned, except for those made between spouses, which may always be revoked.

CASE LAW [\[Show\]](#)

Article 1196. Revocable donations by persons who cannot make a will or donate inter vivos are null and void. Likewise, donations between persons who cannot receive testamentary bequests or donations inter vivos from each other are null and void.

Notwithstanding, the donation made by a person who cannot make a will or donate inter vivos, and the donation between persons who cannot receive testamentary bequests or donations inter vivos, shall be valid as donations inter vivos, insofar as the law is concerned, except for those made between spouses, which may always be revoked.

clarification: it may contain words specific to the Spanish of the period.

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Article 1197. Repealed.**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 1198. Through a revocable donation, followed by the transfer of the donated items, the donee acquires the rights and assumes the obligations of a usufructuary.

However, he shall not be subject to the obligation to provide security for the preservation and restitution of the property, unless required by the donor.

Article 1199. Revocable donations by way of singular title are anticipated legacies and are subject to the same rules as legacies.

Conversely, if the testator gives the legatee the enjoyment of the bequeathed item during his lifetime, the bequest is a revocable donation.

Article 1200. Revocable donations, including legacies, in the case of the preceding paragraph, shall take precedence over legacies that have not been enjoyed by the legatees during the testator's lifetime, when the assets left by the testator upon his death are insufficient to cover them all.

Article 1201. The revocable donation of all assets or a portion thereof shall be regarded as an institution of heir, which shall only take effect upon the death of the donor.

However, the donee of all the assets or a portion thereof may exercise the rights of usufructuary over the items that have been delivered to him.

Article 1202. Revocable donations shall expire simply by the donee's death before the donor.

Article 1203. Revocable donations are confirmed and confer ownership of the donated object by the mere fact of the donor's death without having revoked them, and without any cause of incapacity or unworthiness having arisen in the donee that is sufficient to invalidate an inheritance or bequest, except in the case of Article 1195, paragraph 2.

Article 1204. Their revocation may be express or tacit, in the same way as the revocation of inheritances or legacies.

Article 1205. The provisions of this paragraph, insofar as they concern compulsory assignees, are subject to the exceptions and modifications that will be discussed in the section on compulsory assignments.

**CHAPTER 8.
on the right of accretion**

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Article 1206. When the same object is assigned to two or more assignees, the portion of one of them, which, due to lack thereof is added to the portions of the others, shall be said to accrue to them.

Article 1207. This accrual shall not take place between assignees of different parts or shares into which the testator has divided the assigned object: each part or share shall in that case be considered as a separate object; and there shall be no right of accrual except between co-assignees of the same part or share.

If an object is assigned to two or more persons in equal shares, there shall be a right of accretion.

Article 1208. There shall be a right of accretion, whether the co-assignees are named in the same clause or in separate clauses of the same testamentary instrument.

If the appointment is made in two different instruments, the earlier appointment shall be presumed to be revoked in all respects not common to the later appointment.

Article 1209. Joint co-assignees shall be deemed to be a single person for the purposes of competing with other co-assignees; and the collective person formed by the former shall not be deemed to be absent unless all of them are absent.

Joint beneficiaries shall be understood to be those associated by a copulative expression, such as Peter and John, or included in a collective name, such as the children of Peter.

Article 1210. The co-assignee may retain his own portion and reject the portion accruing to him by accretion; but he may not reject the former and accept the latter.

Article 1211. The portion that accrues carries with it all its encumbrances, except those that presuppose a personal quality or aptitude of the missing co-assignee.

Article 1212. The right of transmission established by Article 1014 excludes the right of accretion.

Article 1213. Assignees of usufruct, use, habitation, or a periodic pension retain the right of accretion while they enjoy said usufruct, use, habitation, or pension; and none of these rights shall be extinguished until the last co-assignee is gone.

Article 1214. The testator may, in any case, prohibit accrual.

CHAPTER 9. Substitutions

Article 1215. Substitution is either ordinary or fiduciary.

Ordinary substitution is that in which an assignee is appointed to take the place of another who does not accept, or who, before the assignment is deferred to him, dies or for some other reason loses his contingent right.

An assignee who has once accepted is not considered to be absent, unless the acceptance is invalidated.

Article 1216. Substitution made expressly for some of the cases in which the assignee may be absent
El testador puede hacer para cualquiera de los casos en que legare a faltar, si lo que el testador ha expresado voluntariamente, no se exceptúa de la Ley 84 de 1873, con servada la redacción original publicada. Por la razón, acantonaria: puede contener vocablos que signifiquen

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Article 1217. Substitution may be of various degrees, such as when a substitute is appointed to the

direct assignee, and another to the first substitute.

Article 1218. One may be substituted for many, and many for one.

Article 1219. If three or more assignees substitute for each other, and one of them is missing, that person's portion shall be divided among the others in proportion to the values of their respective assignments.

Article 1220. The substitute for a substitute who is absent shall be deemed to be called in the same cases and with the same duties as the latter, without prejudice to any instructions given by the testator in this regard.

Article 1221. If the assignee is a legitimate descendant of the testator, the legitimate descendants of the assignee shall not be deemed to have replaced him, unless the testator has expressed a contrary wish.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1222. The right of transmission excludes the right of substitution, and the right of substitution excludes the right of accretion.

Article 1223. *Fiduciary* substitution is when a trustee is appointed who, in the event of a condition, becomes the absolute owner of what another person held in fiduciary ownership.

Trust substitution is governed by the provisions of the title of trust property.

Article 1224. If, in the event of the trustee's death before the condition is fulfilled, one or more substitutes are appointed, these substitutions shall be understood to be ordinary and shall be subject to the rules of the preceding articles. Neither the first-degree trustee nor any substitute called to take his place shall transfer his expectation if they die.

Article 1225. The substitution shall not be presumed to be fiduciary unless the wording of the provision clearly excludes the ordinary.

TITLE 5. Compulsory assignments

Article 1226. Definition and types of compulsory assignments. Compulsory assignments are those that the testator is obliged to make, and which are supplemented when he has not made them, even to the detriment of his express testamentary dispositions.

Mandatory bequests are:

1. Alimony owed by law to certain persons.

2. ~~Top~~ allocated ~~to the~~ ~~benefit~~ Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

3. The legitimate portions

PREVIOUS LEGISLATION [\[Show\]](#)**CHAPTER 1.
on maintenance payments owed to certain persons.**

Article 1227. The maintenance that the deceased owed by law to certain persons shall be charged to the estate, unless the testator has imposed that obligation on one or more participants in the succession.

Article 1228. The recipients of maintenance shall not be obliged to make any repayment on account of the debts or charges encumbering the estate of the deceased; but future maintenance payments that appear disproportionate to the actual value of the estate may be reduced.

Article 1229. Maintenance payments in favor of persons who are not entitled to maintenance by law shall be charged to the portion of the estate that the deceased was able to dispose of at his discretion.

If the payments made for compulsory maintenance are greater than what is appropriate in the circumstances, the excess shall be imputed to the same portion of the estate.

**CHAPTER 2.
of the marital portion**

Art. 1230. The marital portion is that part of a deceased person's estate that the law assigns to the surviving spouse who lacks the necessary means for a reasonable livelihood.

CASE LAW [\[Show\]](#)

Article 1231. Even a divorced spouse shall be entitled to a share of the marital property, unless he or she was at fault and caused the divorce.

CASE LAW [\[Show\]](#)

Art. 1232. The right shall be deemed to exist at the time of the death of the other spouse and shall not be forfeited in whole or in part by the acquisition of property subsequently made by the surviving spouse.

CASE LAW [\[Show\]](#)

Art. 1233. The surviving spouse who, at the time of the death of the other spouse, was not entitled to a marital share, shall not acquire it later due to falling into poverty.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

JURISPRUDENCIA [\[Mostrar\]](#)
 aclamación: padre contener vocablos típicos de la España de la época.

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Art. 1234. If the surviving spouse has assets, but not of equal value to the marital portion, they shall only be entitled to the supplement, as a marital portion.

Therefore, everything to which the surviving spouse is entitled to receive in any other capacity in the deceased's estate, including their half of the marital property, shall be attributed to the marital portion, unless they renounce it.

CASE LAW [\[Show\]](#)

Art. 1235. The surviving spouse may, at his or her discretion, retain what he or she owns or is owed, renouncing the marital portion, or request the marital portion, abandoning his or her other assets and rights.

CASE LAW [\[Show\]](#)

Article 1236. The marital portion is one-fourth of the deceased person's property, in all orders of succession, except that of legitimate descendants.

If there are such descendants, the widower or widow shall be counted among the children and shall receive as a marital share the strict legitimate portion of a child.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1237. If the surviving spouse is to receive more than the marital portion in the deceased's estate, by way of donation, inheritance, or bequest, the surplus shall be attributed to the portion of the assets that the deceased could dispose of at his or her discretion.

CASE LAW [\[Show\]](#)

Art. 1238. The spouse who, on account of his or her marital share, has received any part of the deceased's estate on a universal basis shall be liable for this part on a pro rata basis, as shall the heirs in their respective shares.

If half of the marital property is imputed to said share, the special liability specific to it shall remain, as provided for in the Title *on Marital Partnership*.

In all other respects, the widower or widow shall only have subsidiary liability to the legatees in respect of the marital portion.

CASE LAW [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the period del caselano.

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of legitimate inheritance and improvements

CAPITULO 3.º

Article 1239. A legitimate portion is that share of a deceased person's estate that the law assigns to certain persons called legitimate heirs.

Legitimate heirs are, therefore, heirs.

Article 1240. Legitimate heirs. Legitimate heirs are:

1. The descendants, personally or represented.

2. The ascendants

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1241. Heirs at law shall be included, excluded, and represented according to the order and rules of intestate succession.

CASE LAW [\[Show\]](#)

Article 1242. Fourth of improvements and free disposal. Where there are legitimate heirs, half of the assets, after the deductions referred to in Article 1016 and the additions indicated in Articles 1243 to 1245, shall be divided per capita or per line among the respective legitimate heirs, according to the rules of intestate succession; what falls to each in this division is their strict legitimate share.

Half of the remaining estate constitutes the portion of assets that the testator was able to dispose of at his or her discretion.

Paragraph 1. Attorneys may not become parties to the succession for the purpose of collecting their fees.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1243. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1244. Value of donations. If the person who had, at the time, legitimate heirs, made donations inter vivos to strangers, and the value of all of them together exceeds half of the sum formed by this value and that of the imaginary estate, the legitimate heirs shall be entitled to have this excess also added imaginatively to the estate, for the calculation of the legitimate shares.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

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PREVIOUS LEGISLATION [\[Show\]](#)

Article 1245. Restitution for excessive gifts. If the excess is such that it not only absorbs the portion of the assets that the deceased was able to dispose of at his or her discretion, but also undermines the strict legitimate portions, the legitimate heirs shall be entitled to restitution of the excessively donated amount, proceeding against the donees in reverse order of the dates of the donations, that is, beginning with the most recent ones.

The insolvency of one donee shall not burden the others.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1246. Only the remainder, after deducting the financial burden affecting the allocation, shall be considered a donation.

Neither shall moderate gifts, authorized by custom, on certain days and in certain cases, nor manual gifts of little value be taken into account.

Article 1247. If the sum of what has been given by way of legitimate inheritance does not reach half of the imaginary estate, the deficit shall be taken from the assets, with preference over any other investment.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1248. If a legitimate heir does not receive all or part of their legitimate share, due to incapacity, unworthiness, or disinheritance, or because they have renounced it, and they have no descendants with the right to represent them, said whole or part shall be added to half of the legitimate shares and shall contribute to forming the strict legitimate shares of the others and the marital portion in the case of Article 1236, paragraph 2.

Deductions made from the marital portion in accordance with Article 1234 in the aforementioned case shall also be returned to half of the legitimate portion.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1249. All that portion of the assets which the testator could have disposed of with absolute freedom and has not disposed of, and if he has done so, the disposition has been rendered ineffective, shall be added to the strict legitimate portions.

Thus increased, the mandatory shares are called effective shares.

This increase does not benefit the surviving spouse in the case of Article 1236, paragraph 2.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1250. The strict legitimate portion is not subject to any condition, term, mode, or encumbrance.

The testator may impose any encumbrances he wishes on the rest of the estate left or to be left to the heirs, except in the form of inter vivos gifts, without prejudice to the provisions of Article

N12o5ta3. The text of Law 84 of 1873 retains the original wording published. For this reason,

clarification: it may contain words specific to the Spanish of the time.

CASE LAW [\[Show\]](#)**X**

Article 1251. If what has been given or is given by way of legitimate inheritance exceeds half of the imaginary estate, the excess shall be attributed to the half that is freely disposable, excluding the surviving spouse, in the case of Article 1236, paragraph 2, all without prejudice to any other freely disposable property to which the deceased may have allocated it.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1252. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1253. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1254. If there is no way to supplement the legitimate shares calculated in accordance with the preceding articles, they shall be reduced on a pro rata basis.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1255. Anyone who owes a legitimate portion may, in any case, specify the types of assets from which payment is to be made, but may not delegate this power to any other person or assess the value of said assets.

CASE LAW [\[Show\]](#)

Article 1256. Imputations to the legitimate portion. All legacies and donations, whether revocable or irrevocable, made to a legitimate heir who was then in that capacity, shall be imputed to their legitimate portion, unless the will or the respective deed or subsequent authentic act shows that the legacy or donation was made to be imputed to the freely disposable half.

However, expenses incurred for the education of a descendant shall not be taken into account for the calculation of legitimate shares or the freely disposable half, even if they were made as chargeable expenses. Gifts made to a descendant on the occasion of their marriage, or other customary gifts, shall also not be taken into account for such charges.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1257. The accumulation of what has been irrevocably donated by reason of legitimate claims, for the calculation provided for in Article 1242 et seq., does not benefit the creditors of the estate or the assignees who are creditors other than by reason of legitimate claims.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1258. Si se hiciera una donación revocable o irrevocable a título de legítima a una persona que fallece e no se le ha otorgado la legítima, la donación será resolvida. El texto de la Ley 84 de 1873 conserva la redacción original publicada. Por tal razón, el artículo se publicó con los vocablos propios de la época. After demingrestudio the donation will be resolved.

The same shall apply if the donation was made as a legitimate inheritance to the person who was then entitled to it, but who subsequently ceased to be so due to incapacity, unworthiness, disinheritance, or repudiation, or because another person with a better right to the inheritance has since come forward.

If the donee, a legitimate descendant, has become disqualified in any of these ways, the donations attributable to his or her legitimate inheritance shall be attributed to that of his or her legitimate descendants.

CASE LAW [\[Show\]](#)

Article 1259. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1260. Donations or testamentary bequests made by the deceased to another person shall not be imputed to the legitimate portion of a person, except in the case of Article 1258, paragraph 3.

Art. 1261. Expenditures made for the payment of the debts of a legitimate heir, legitimate descendant, shall be imputed to his or her legitimate inheritance, but only insofar as they have been useful for the payment of said debts.

If the deceased has expressly stated, by deed between living persons or by will, that it is his or her wish that such expenses not be imputed to the legitimate portion, in this case they shall be considered an improvement.

If, in the case of the previous paragraph, the deceased had assigned to the same legitimate heir, by way of improvement, a share of the inheritance or a sum of money, they shall be imputed to that share or sum, without prejudice to their value in excess thereof, as an improvement, or as the deceased had expressly ordered.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1262. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1263. The fruits of things donated revocably or irrevocably, by way of legitimate inheritance, during the lifetime of the donor, shall belong to the donee from the moment of delivery and shall not be included in the estate. and if the donated items have not been delivered to the donee, the fruits shall not belong to him until the death of the donor, unless the latter has irrevocably and authentically donated not only the ownership but also the usufruct of the donated items.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1264. If the donee of species, which must be imputed to his legitimate portion, is definitively entitled to an amount not less than the value of the species themselves, he shall have the right to keep them and demand the balance, and he may not compel the other assignees to exchange the species for him or give him their value in

of Law 84 of 1873 retains the original wording published. For this reason,

clarification: it may contain words specific to the Spanish of the time.

And if the amount ultimately due is less than the value of the same items, and you are obliged to

The text
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However, they do not extend to necessary food, except in cases of gross abuse.

Article 1269. Disinheritance may be revoked, like other testamentary dispositions, and the revocation may be total or partial; but it shall not be understood to be tacitly revoked because of reconciliation, nor shall the disinherited person be allowed to prove that there was an intention to revoke it.

TITLE 6. Revocation and amendment of wills.

CHAPTER 1 Revocation of a will.

Article 1270. A will that has been validly executed may not be invalidated except by revocation by the testator.

However, privileged wills expire without the need for revocation in the cases provided for by law.

Revocation may be total or partial.

Article 1271. A solemn will may be expressly revoked in whole or in part by a solemn or privileged will.

However, revocation made in a privileged will shall expire with the will containing it, and the previous will shall remain in force.

Article 1272. If the will that revokes a previous will is itself revoked, the first will shall not be revived by this revocation, unless the testator expresses a contrary intention.

Article 1273. A will is not tacitly revoked in its entirety by the existence of one or more subsequent wills.

Subsequent wills that do not expressly revoke previous ones shall leave in force those provisions that are not incompatible with or contrary to the subsequent ones.

CHAPTER 2. on the reform of the will.

Article 1274. Legitimate heirs to whom the testator has not left what is due to them by law shall have the right to have the will reformed in their favor, and may bring an action for reform (either themselves or the persons to whom their rights have been transferred) within four years from the day

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If the heir at law did not have the administration of his property at the opening of the succession, the

action for reform before the expiration of four years from the day on which he takes over that administration.

CASE LAW [\[Show\]](#)

Article 1275. Subject matter of the action for reform. In general, what corresponds to the legitimate heirs by law, and what they are entitled to claim through the action for reform, is their strict legitimate share.

The legitimate heir who has been unduly disinherited shall also have the right to have the inter vivos donations included in the disinheritance remain in force.

PREVIOUS LEGISLATION [\[Show\]](#)

Article. 1276. The omission of a legitimate heir shall be understood as an institution of heir to their legitimate share.

He shall also retain any revocable gifts that the testator has not revoked.

Article 1277. Integration of the legitimate portion. The legitimate heirs of the same order and degree shall contribute to forming or integrating what is owed to the claimant by reason of their legitimate portion.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1278. The surviving spouse shall have the right to bring an action for reform to integrate their marital share, in accordance with the preceding rules.

CASE LAW [\[Show\]](#)

TITLE 7

On the opening of succession and its acceptance, repudiation, and inventory

CHAPTER 1 General rules

Article 1279. From the moment of the opening of succession, anyone who has an interest in it, or who is presumed to have an interest in it, may request that the movable property and papers of the succession be kept under lock and seal until the formal inventory of the inherited property and effects is carried out.

Household furniture for everyday use shall not be kept under lock and seal, but a list of such items shall be drawn up.

The custody and affixing of seals shall be carried out by the judge, in accordance with legal formalities.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Artículo 128. Si los bienes de la sucesión estuvieran en diversos lugares, el juez que abre la sucesión ha de declarar: puede contener vocablos propios del caudano de la época. **X**

opened shall, at the request of any of the heirs or creditors, issue orders or exhortations to the judges of the places where the goods are located, so that they may proceed with the

safeguarding and sealing them until the corresponding inventory is made, where applicable.

Article 1281. The cost of custody and affixing seals and inventories shall be borne by all the assets of the estate, unless they specifically fall on a part of them, in which case they shall be borne by that part alone.

Article 1282. Any assignee may freely accept or reject the inheritance.

Exceptions are persons who do not have free administration of their property, who may not accept or reject, except through or with the consent of their legal representatives.

They are prohibited from accepting on their own, even with the benefit of inventory.

Married women, however, may accept or reject with judicial authorization, in the absence of their husband's authorization, in accordance with the provisions of the final paragraph of Article 191.

Article 1283. No assignment may be accepted until it has been deferred.

However, after the death of the person whose estate is in question, any assignment may be rejected, even if it is conditional and the condition is pending.

Permission granted by a legitimate heir to whom the testator owes a legitimate share to make a will without consideration of that share shall be considered untimely repudiation and shall have no value.

Article 1284. It cannot be conditionally accepted or rejected, nor until or from a certain date.

Article 1285. It is not possible to accept part or a portion of the inheritance and reject the rest.

However, if the assignment made to a person is transferred to their heirs, according to Article 1014, each of them may accept or reject their share.

Article 1286. One assignment may be accepted and another rejected; but the encumbered assignment may not be rejected and the others accepted, unless it is deferred separately, by right of accretion or transmission or ordinary or fiduciary substitution, or unless the assignee has been granted the power to reject it separately.

Article 1287. If an assignee sells, donates, or transfers in any way to another person the object that has been deferred to him or the right to succeed to it, it is understood that by that very act he accepts.

Article 1288. An heir who has removed property belonging to an estate loses the power to renounce the inheritance, and despite his renunciation, he shall remain an heir; but he shall have no share in the removed property.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, El legatario que ha sustraido objetos pertenecientes a una sucesión, por and any one may have accepted **X**
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 objects, and if he does not have possession of them, he shall be obliged to return double the value.

Both parties shall also be subject to criminal penalties corresponding to the offense.

Article 1289. Every assignee shall be obliged, by virtue of a demand made by any person interested therein, to declare whether he accepts or repudiates; and he shall make this declaration within forty days following the date of the demand.

In the event of the assignee's absence, or if the assets are located in distant places, or for any other serious reason, the judge may extend this period, but never for more than one year.

During this period, every assignee shall have the power to inspect the assigned object; he may request the protective measures that concern him; and he shall not be obliged to pay any inheritance or testamentary debt; but the executor or curator of the estate may be obliged to do so in such cases.

During this period, the heir may also inspect the accounts and papers of the estate.

If the absent assignee does not appear, either in person or through a legitimate representative, in a timely manner, a guardian shall be appointed to represent him and accept on his behalf with the benefit of inventory.

Article 1290. If the assignee is in default of declaring whether he accepts or repudiates, he shall be deemed to repudiate.

Article 1291. Once acceptance has been made in accordance with the legal requirements, it may not be rescinded, except in the case of having been obtained by force or fraud, or in the case of serious injury, by virtue of testamentary provisions that were not known at the time of acceptance.

This rule also applies to assignees who do not have free administration of their property. Serious injury is understood to be that which reduces the total value of the assignment by more than half.

Article 1292. Repudiation shall not be presumed by law except in the cases provided for by law.

Article 1293. Those who do not have free administration of their property may not repudiate a universal assignment, or an assignment of real estate or movable property worth more than one thousand pesos, without judicial authorization, with full knowledge of the facts.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1294. No person shall have the right to rescind their repudiation, unless the person themselves, or their legal representative, has been induced by force or fraud to repudiate.

Article 1295. The creditors of the person who repudiates to the detriment of their rights may be authorized by the judge to accept on behalf of the debtor. In this case, the repudiation shall not be rescinded except in favor of

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Article 1296. The effects of acceptance or repudiation of an inheritance are retroactive to the moment when

it was deferred.

The same applies to legacies of specific items.

CHAPTER 2. Special rules relating to inheritances

Article 1297. If, within fifteen days of the opening of the succession, the inheritance or a share thereof has not been accepted, and there is no executor to whom the testator has conferred the custody of the property and who has accepted his commission, the judge, at the request of the surviving spouse, or of any of the relatives or dependents of the deceased, or of any other person interested therein, or ex officio, shall declare the inheritance to be vacant; this declaration shall be published in the official gazette of the Territory, if any, and on posters to be displayed in three of the most frequented places in the district where most of the inherited property is located, and in the last domicile of the deceased; and a curator of the vacant inheritance shall be appointed.

If there are two or more heirs, and one of them accepts, he shall have the administration of all the undivided estate, after a formal inventory has been made; and if his co-heirs successively accept and sign the inventory, they shall take part in the administration. Until all the powers of the heir or heirs who administer have been accepted, they shall be the same as those of the curators of the estate in abeyance; but they shall not be obliged to provide security, unless there is reason to fear that the assets may be endangered under their administration.

Article 1298. The acceptance of an inheritance may be express or tacit.

It is express when the title of heir is taken; and it is tacit when the heir performs an act that necessarily implies his intention to accept, and which he would not have had the right to perform except in his capacity as heir.

Article 1299. It is understood that someone takes the title of heir when they do so in a public or private deed, obligating themselves as such an heir, or in a judicial proceeding.

Article 1300. Purely conservative acts, those of inspection and urgent provisional administration, are not acts that in themselves imply acceptance.

Article 1301. The disposal of any inherited property, even for the purpose of urgent administration, is an act of the heir, unless it has been authorized by the judge at the request of the heir, who protests that it is not his intention to bind himself as such.

Art. 1302. Anyone who acts as an heir, without a prior formal inventory, succeeds to all the transferable obligations of the deceased, in proportion to their share of the inheritance, even if they are imposed a charge that exceeds the value of the assets they inherit.

If a formal inventory has been made, they shall enjoy the benefit of inventory.

Art. 1303. The

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The same rule applies to the judicial declaration of having accepted purely and simply, or with the benefit of inventory.

CHAPTER 3. Benefit of inventory.

Art. 1304. The benefit of inventory consists of not holding the heirs who accept liable for the obligations of the estate or the will, except up to the total value of the assets they have inherited.

Art. 1305. If there are several co-heirs, and some wish to accept with the benefit of inventory and others do not, all of them shall be obliged to accept with the benefit of inventory.

Art. 1306. The testator may not prohibit an heir from accepting with the benefit of inventory.

Art. 1307. Inheritances from the Treasury and from all public corporations and establishments shall be accepted precisely with the benefit of inventory.

Inheritances that fall to persons who cannot accept or repudiate them except through the ministry or with the authorization of others shall be accepted in the same manner.

If the provisions of this article are not complied with, the natural or legal persons represented shall not be bound by the debts and liabilities of the estate except to the extent of what exists in the inheritance at the time of the claim, or if it is proven to have been effectively used for their benefit.

Art. 1308. Fiduciary heirs are obliged to accept with the benefit of inventory.

Art. 1309. All heirs retain the right to accept with the benefit of inventory, as long as they have not acted as heirs.

Art. 1310. In drawing up the inventory, the provisions for guardians and curators in articles 472 et seq. shall be observed, as well as the provisions of the Code of Civil Procedure for formal inventories.

Art. 1311. If the deceased has been a partner in a company and a clause in the contract stipulates that the company shall continue with his heirs after his death, the company's assets shall not be excluded from the inventory to be drawn up, without prejudice to the partners continuing to administer them until the company expires, and without any security being required of them.

Inventory. In other paragraphs, articles 1304 to 1311, all the use, abbreviations, and legal terms used shall be interpreted in the sense in which they are used in the Code of Civil Procedure. The persons mentioned may be represented by others who present a public or private deed in which they are appointed for this task, when they are not represented by their husbands, guardians, or curators, or any other legitimate representatives.

representatives.

All these persons shall have the right to file a claim against the inventory for any inaccuracies they may find.

Art. 1313. An heir who, in preparing the inventory, omits in bad faith to mention any part of the assets, however small, or assumes debts that do not exist, shall not enjoy the benefit of inventory.

Art. 1314. Anyone who accepts with the benefit of inventory shall be liable not only for the value of the assets that they actually receive at that time, but also for those that subsequently accrue to the inheritance covered by the inventory.

The list and valuation of these assets shall be added to the existing inventory, in accordance with the formalities observed in doing so.

Art. 1315. They shall also be liable for all credits as if they had actually collected them; without prejudice to the fact that, for their discharge, they may, in due time, justify what they have failed to collect through no fault of their own, making the unpaid shares and securities available to the interested parties.

Art. 1316. The debts and credits of the beneficiary heir shall not be confused with the debts and credits of the estate.

Art. 1317. The beneficiary heir shall be liable, even for slight negligence, for the preservation of the specific items or bodies owed.

He shall be responsible for the risk of the other assets of the estate and shall only be liable for the values at which they have been appraised.

Art. 1318. The beneficiary heir may at any time be released from his obligations by abandoning to the creditors the assets of the estate that he must deliver in kind, and the balance remaining from the others, and obtaining from them or from the judge the approval of the account of his administration that he must present to them.

Art. 1319. Once the assets of the estate or the portion thereof that belonged to the beneficiary heir have been consumed in the payment of debts and charges, the judge shall, at the request of the beneficiary heir, summon by edict the creditors of the estate and the testamentary creditors who have not been paid, so that they may receive from said heir the exact account, and, as far as possible, documented account of all the investments he has made; and once the account has been approved by them, or in case of disagreement by the judge, the beneficiary heir shall be declared free of all further liability.

Art. 1320. Any beneficiary heir who raises the objection that the inherited assets or the portion thereof that would have been due to them have already been used to pay debts and charges must prove this by presenting the plaintiffs with an accurate and, as far as possible, documented account of all investments.

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clarification: it may contain words typical of the Spanish of the time.

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CHAPTER 4.

On the petition for inheritance and other actions of the heir.

Art. 1321. Anyone who proves their right to an inheritance, occupied by another person as heir, shall have the right to have the inheritance awarded to them and to have the inherited property, both tangible and intangible, returned to them; and even those of which the deceased was merely the holder, as depositary, bailee, pledgee, lessee, etc., and which have not been lawfully returned to their owners.

Art. 1322. The same action extends not only to the things that belonged to the deceased at the time of death, but also to any subsequent additions to the inheritance.

Art. 1323. The same rules as in the action for recovery shall apply to the restitution of fruits and the payment of improvements in the petition for inheritance.

Art. 1324. Anyone who has occupied the inheritance in good faith shall not be liable for the alienation or deterioration of the inherited property, except insofar as it has made them richer; but if they have occupied it in bad faith, they shall be liable for the entire amount of the alienation or deterioration.

Art. 1325. The heir may also bring an action for recovery of recoverable inherited property that has passed to third parties and has not been prescribed by them.

If he prefers to use this action, he shall nevertheless retain his right to require the person who occupied the inheritance in bad faith to compensate him for what he could not obtain through recourse against third-party possessors and to leave him entirely unscathed; and he shall have the same right against the person who occupied the inheritance in good faith, insofar as he is obliged to do so under the preceding article.

Article 1326. The right to claim inheritance expires in ten (10) years. However, in the case of the final paragraph of Article 766, the putative heir may oppose this action with a limitation period of five (5) years, counted as for the acquisition of ownership.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

TITLE 8 Executors of wills.

Art. 1327. *Executors or trustees* are those whom the testator appoints to carry out his or her wishes.

Art. 1328. If the testator has not appointed an executor, or if the appointed executor is absent, the task of executing the testator's provisions falls to the heirs.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 1329. A minor, even if of legal age, cannot be an executor.

Art. 1340. If there are two or more executors with joint powers, they shall all act jointly, in the same manner as provided for guardians in Article 502.

The judge shall settle any disputes that may arise between them.

The testator may authorize them to act separately, but this authorization alone shall not be construed as exempting them from their joint and several liability.

Art. 1341. It is the responsibility of the executor to ensure the security of the assets; to keep the money, furniture, and papers under lock and seal until a formal inventory is made, and to ensure that this inventory is carried out with the summons of the heirs and other interested parties in the succession; unless all the heirs are capable of administering their property and unanimously decide not to have a formal inventory drawn up.

Art. 1342. Every executor shall be obliged to give notice of the opening of the succession by means of notices published in print, in a newspaper circulating in the territory, and by means of posters to be displayed in three of the most public places in the locality where the succession is opened, and shall ensure that creditors are summoned by means of edicts published in the same manner.

Art. 1343. Whether or not the testator has entrusted the executor with the payment of his debts, the latter shall be obliged to demand that, in the partition of the estate, a sufficient portion or share be set aside to cover the known debts.

Art. 1344. Failure to comply with the provisions of the two preceding articles shall render the executor liable for any damage caused to the creditors.

The same obligations and liability shall fall on the present heirs who have free administration of their assets, or on the respective guardians or curators, and on the husband of the female heir who is not separated from her assets.

Art. 1345. The executor responsible for paying inheritance debts shall do so with the intervention of the present heirs or the curator of the estate, as the case may be.

Art. 1346. Even if the testator has entrusted the executor with the payment of his debts, creditors shall always have recourse against the heirs if the executor is in default of payment.

Art. 1347. The executor shall pay any legacies that have not been assigned to a specific heir or legatee; to this end, he shall demand from the heirs or the curator of the estate in abeyance the money that is necessary and the movable or immovable property that constitutes the legacies, if the testator has not left him in possession of the money or property.

El executor no podrá hacer el pago de los dichos legados por sí mismo, si satisfacer el texto de la Ley de 1873 conserva la redacción original publicada. Por lo tanto, el pago de los legados consiste de un trabajo o intercambio de bienes muebles o inmuebles que el testador ha dejado particularmente encomendados al executor, y sujeto a su juicio.

Art. 1348. If there are bequests for public charity, he shall notify the representative, trustee, or agent of the establishment to which such bequests are or should be allocated, or the municipal representative if it is the case of Article 1115 if the bequests are for public utility purposes, with the insertion of the respective testamentary clauses; and shall also report the negligence of the heirs or legatees obliged to fulfill them, or of the curator of the estate, if applicable, so that they may take the appropriate steps to ensure that such legacies are fulfilled.

Art. 1349. If payment of bequeathed items is not to be made immediately, and there is reasonable fear that they will be lost or damaged due to negligence on the part of those obliged to deliver them, the executor responsible for enforcing the legacies may require them to provide security.

Art. 1350. With the consent of the heirs present, he shall proceed to sell the movable property and, subsidiarily, the immovable property, if there is not enough money to pay the debts or legacies; and the heirs may oppose the sale by giving the executor the money he needs for that purpose.

Art. 1351. The provisions of articles 484 and 501 shall extend to executors.

Art. 1352. The executor may not appear in court in that capacity, except to defend the validity of the will, or when necessary to carry out the provisions of the will that concern him; and in any case, he shall do so with the intervention of the heirs present or the curator of the estate.

Art. 1353. The testator may give the executor possession of any part of the property or all of it.

In this case, the executor shall have the same powers and obligations as the curator of the estate in abeyance; but he shall not be obliged to provide security except in the case provided for in the following article.

Notwithstanding this custody, the provisions of the preceding articles shall apply.

Art. 1354. The heirs, legatees, or trustees, in the event of justifiable concern regarding the security of the assets held by the executor, to which they respectively have current or eventual rights, may request that the necessary securities be required of him.

Art. 1355. The testator may not extend the powers of the executor or exempt him from his obligations, as defined in this title.

Art. 1356. The executor shall be liable even for slight negligence in the performance of his duties.

Art. 1357. He shall be removed for serious misconduct or fraud, at the request of the heirs or the curator of the estate, and in the case of fraud, he shall be deemed unworthy of any share in the succession and, in addition to compensating the interested parties for any damage, he shall return everything he has received by way of remuneration.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

Art. 1358. The executor is prohibited from carrying out any provision of the testator that is contrary to

the law, under penalty of nullity and of being considered guilty of fraud.

Art. 1359. The executor's remuneration shall be that specified by the testator.

If the testator has not specified any remuneration, it shall be up to the judge to regulate it, taking into consideration the size of the estate and the degree of difficulty of the position.

Art. 1360. The executorship shall last for the specific and determined period of time set by the testator.

Art. 1361. If the testator has not specified a time for the duration of the executorship, it shall last for one year from the day on which the executor began to exercise his office.

Art. 1362. The judge may extend the term specified by the testator or the law if the executor encounters serious difficulties in performing his duties.

Art. 1363. The term set by the testator or the law, or extended by the judge, shall be understood without prejudice to the partition of the assets and their distribution among the participants.

Art. 1364. The heirs may request the termination of the executorship once the executor has fulfilled his duties, even if the period specified by the testator or the law, or extended by the judge for the performance of his duties, has not expired.

Art. 1365. The existence of legacies or trusts whose date or condition is pending shall not be grounds for extending the term or for not terminating the executorship, unless the testator has expressly given the executor possession of the respective items or of the part of the assets intended to fulfill them, in which case the executorship shall be limited to this sole possession.

The foregoing shall extend to debts whose payment has been entrusted to the executor and whose date, condition, or settlement is pending; and it shall be understood without prejudice to the rights conferred on the heirs by the preceding articles.

Art. 1366. Upon ceasing to exercise his office, the executor shall give an account of his administration, justifying it.

The testator may not relieve him of this obligation.

Art. 1367. The executor, after the accounts have been examined by the respective interested parties and the legitimate expenses have been deducted, shall pay or collect the balance that is against or in his favor, as provided for guardians or curators in similar cases.

Note The text of Law 84 of 1873 **of TITULO 9°** is **serva a r d** original action published. For this reason, **clarification:** it may contain words that are obsolete in the current era.

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Art. 1368. The testator may make secret and confidential instructions to the heir, the executor, and any other person to invest a sum of money over which he or she has free disposal in one or more lawful objects.

The person responsible for executing them is called *the fiduciary executor*.

Art. 1369. Instructions given secretly and confidentially by the testator, involving the use of any part of his assets, shall be subject to the following rules:

1. The person of the fiduciary executor must be designated in the will;
- 2.^a The fiduciary executor shall have the necessary qualifications to be the executor and legatee of the testator; however, the status of secular clergy shall not be an obstacle, provided that the case described in Article 1022 does not apply;
- 3.^a The will must specify the items or the specific sum to be given to him for the performance of his duties.

If any of these requirements are not met, the provision shall be invalid.

Art. 1370. No more than half of the portion of the estate that the testator was able to dispose of at his discretion may be allocated to such secret assignments.

Art. 1371. The fiduciary executor shall swear before the judge that the purpose of the assignment is not to transfer any part of the testator's assets to an incapacitated person or to invest them in an unlawful object.

He shall also swear to perform his duties faithfully and lawfully, subject to the will of the testator.

The oath must be taken before the delivery or payment of the goods or money assigned to the task.

If the fiduciary executor refuses to take the required oath, the assignment shall lapse by that very fact.

Art. 1372. The fiduciary executor may be obliged, at the request of a general executor or an heir, or the curator of the estate in abeyance, and with just cause, to deposit or secure one-fourth of what is delivered to him by reason of the assignment, in order to respond with this sum to the action for reform or to the debts of the estate, in the cases provided for by law.

This sum may be increased if the judge deems it necessary for the security of the interested parties.

At the end of the four years following the opening of the succession, the remaining portion shall be returned to the fiduciary executor, or the bond shall be canceled.

Art. 1373. The fiduciary executor shall not be obliged, under any circumstances, to disclose the object of the secret assignment or to give an account of its administration.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

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TITLE 10.

Division of property.

Art. 1374. None of the co-assignees of a universal or singular thing shall be obliged to remain in joint ownership; the partition of the assigned object may always be requested, provided that the co-assignees have not stipulated otherwise.

Joint ownership may not be stipulated for more than five years, but once this term has expired, the agreement may be renewed.

The foregoing provisions do not extend to privately owned lakes, easement rights, or things that the law requires to be kept undivided, such as fiduciary property.

Art. 1375. If the deceased has made the partition by act between living persons or by will, it shall be carried out, provided that it is not contrary to the rights of others.

Art. 1376. If any of the co-assignees is subject to a condition precedent, they shall not have the right to request partition while the condition is pending. However, the other co-assignees may proceed with the partition, competently ensuring that the conditional assignee receives what is due to them once the condition is fulfilled.

If the assigned object is a trust, the provisions of the section *on fiduciary property* shall be observed.

Art. 1377. If a co-assignee sells or transfers his share to a stranger, the latter shall have the same right as the seller or transferor to request partition and to intervene therein.

Art. 1378. If one of several co-assignees dies after the assignment has been granted, any of his heirs may request the partition; but they shall form a single person in it, and may not act except all together or through a common attorney.

Art. 1379. Guardians and curators, and in general those who administer the property of others, by provision of law, may not proceed with the partition of inheritances or real estate in which their wards have a share without judicial authorization.

However, the husband shall not require such authorization to initiate the partition of property in which his wife has an interest; the consent of his wife, if she is of legal age and not incapable of giving it, or that of the court, shall suffice.

Art. 1380. Except in cases expressly provided for, the executor or co-assignee of the property to be partitioned may not be the partitioner.

Art. 1381. The appointment of a partitioner made by the deceased by public instrument between living persons or by will shall be valid, even if the person appointed is one of those disqualified by the preceding article.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Art. 1382.** Si b dos los coasignatarios tuvieran libre disposición de la propiedad, and they are the proceeds, they may divide the property themselves or appoint a partitioner by mutual agreement; and they shall not prejudice in this case of the disqualifications indicated in the aforementioned article.

If they cannot agree on the appointment, the judge, at the request of any of them, shall appoint a partitioner at his discretion, provided that he is not one of those proposed by the parties, nor an executor, nor a co-assignee.

Art. 1383. If any of the co-assignees does not have free disposal of their property, the appointment of a partitioner that has not been made by the judge must be approved by the latter.

Married women whose property is administered by their husbands are exempt from this provision; in such cases, the consent of the woman or, alternatively, that of the court shall suffice.

The guardian of the absent person's property, appointed in accordance with Article 1289, final paragraph, shall represent him in the partition and shall administer the property awarded to him therein, in accordance with the rules of guardianship of property.

Art. 1384. The partitioner is not obliged to accept this position against his will; but if appointed in a will, he does not accept the position, the provisions regarding the executor in the same case shall be observed.

Art. 1385. The partitioner who accepts the assignment shall declare so, and shall swear to perform it with due fidelity and in the shortest time possible.

Art. 1386. The partitioner's liability extends to slight negligence, and in the event of malfeasance, as declared by the competent judge, in addition to being subject to compensation for damages and the legal penalties corresponding to the offense, he shall be deemed unworthy in accordance with the provisions for executors of last wills and testaments in Article 1357.

Art. 1387. Before proceeding with the partition, disputes over rights to succession by will or intestate succession, disinheritance, incapacity, or unworthiness of the assignees shall be decided by the ordinary courts.

Art. 1388. Questions concerning the ownership of objects to which someone claims an exclusive right, and which consequently should not be included in the estate to be divided, shall be decided by the ordinary courts, and the division shall not be delayed because of them. If the decision is in favor of the estate to be divided, the procedure shall be as in the case of Article 1406.

However, when they affect a considerable part of the estate, the partition may be suspended until they are decided, if the judge, at the request of the assignees to whom more than half of the estate corresponds, so orders.

Art. 1389. The law gives the partitioner one year from the date of acceptance of his office to carry out the partition.

The testator may not extend this period.

The co-assignees may extend or restrict it as they see fit, even against the will of the

~~testador.~~ The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Art. 1390. The common costs of the partition shall be borne by the interested parties, on a pro rata basis.

Art. 1391. The partitioner shall comply with the rules of this title in the allocation of assets, unless the co-assignees unanimously agree otherwise.

Art. 1392. The appraisal value determined by experts shall be the basis on which the partitioner shall proceed with the allocation of the assets, unless the co-assignees have unanimously agreed otherwise, or unless the assets are auctioned, in the cases provided for by law.

Art. 1393. Even in the case of Article 1375, and even if not required to do so by the executor or the heirs, the partitioner shall be obliged to form the lot and share referred to in Article 1343, and failure to do so shall make him liable for any damage to the creditors.

Art. 1394. The partitioner shall settle what is owed to each of the co-assignees and shall proceed to distribute the estate, bearing in mind the following rules:

1.^a Among the co-assignees of an asset that cannot be divided, or whose division would diminish its value, the one who offers the most for it shall have the best right to the asset, the basis of the offer or bid being the value given by experts appointed by the interested parties; any of the co-assignees shall have the right to request the admission of outside bidders, and the price shall be divided among all the co-assignees on a pro rata basis;

2.^a If no one offers more than the appraised value or the agreed value mentioned in Article 1392, and two or more assignees compete for the award of an asset, the legitimate heir shall be preferred to those who are not;

3.^a The portions of one or more estates awarded to a single individual shall, if possible, be contiguous, unless the successful bidder agrees to receive separate portions, or unless contiguity would cause greater harm to the other interested parties than separation would cause to the successful bidder;

4.^a The same continuity shall be sought between the estate awarded to an assignee and another estate owned by the same assignee;

5.^a In the division of estates, the easements necessary for their convenient administration and enjoyment shall be established;

6.^a If two or more persons are co-assignees of a property, the partitioner may, with the legitimate consent of the interested parties, separate the usufruct, habitation, or use from the property, in order to give them on account of the assignment;

7.^a In the partition of an inheritance or what remains thereof, after the awards of the items mentioned in the preceding paragraphs, equality shall be maintained as far as possible, awarding to each of the co-assignees items of the same nature and quality as the others, or dividing the divisible estate into shares or lots;

8.^a When forming lots, care shall be taken to ensure not only equivalence but also similarity between them; however, care shall be taken not to divide or separate objects that cannot be easily divided or whose separation would be detrimental, unless the interested parties unanimously and legitimately agree to do so;

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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10. In compliance with the provisions of articles 1379 and 1383, judicial approval shall not be necessary to carry out the provisions of any of the preceding paragraphs, even if some or all of the co-assignees are minors or other persons who do not have free administration of their property.

Art. 1395. The fruits received after the death of the testator and during the undivided estate shall be divided as follows:

1.° The assignees of species shall be entitled to the fruits and accessions thereof from the moment the succession is opened, unless the assignment has been made from a specific date or under a suspensive condition, in which case the fruits shall not be due until that date or until the condition has been fulfilled, unless the testator has expressly ordered otherwise.

2.° Legatees of sums or kinds shall not be entitled to any fruits until the person obliged to pay such sums or kinds is in default; and this payment of fruits shall be made at the expense of the defaulting heir or legatee.

3.° The heirs shall be entitled to all the fruits and accessions of the undivided estate, in proportion to their shares; however, the fruits and accessions belonging to the assignees of species shall be deducted;

4.° The deduction referred to in the previous paragraph shall be applied to the fruits and accessions of the entire estate, provided that there is no person directly liable for the payment of the legacy; if the testator has imposed this liability on any of his assignees, only the latter shall be subject to the deduction.

Art. 1396. The fruits pending at the time of the allocation of the species to the assignees of shares, amounts, or kinds shall be considered part of the respective species and shall be taken into account for the estimation of their value.

Art. 1397. If any of the heirs wishes to take on a larger share of the debts than that corresponding to their share, under any condition accepted by the other heirs, this shall be agreed to.

The creditors of the estate or of the will shall not be obliged to agree to this arrangement between the heirs in order to pursue their claims.

Art. 1398. If the estate of the deceased is mixed with property belonging to other persons by reason of the spouse's own or joint property, partnership agreements, previous undivided estates, or any other reason, the estates shall first be separated, dividing the common property according to the preceding rules.

Art. 1399. Whenever absent persons who have not appointed attorneys-in-fact, persons under guardianship or curatorship, or legal entities have an interest in the partition of the estate or a portion thereof, it shall be necessary to submit it, once completed, to judicial approval.

Art. 1400. Once the partition has been carried out, the specific titles to the objects that have been allocated to them shall be delivered to the participants.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~and the person designated by the testator, or in the absence of such designation, to the person who would have been entitled to the largest share; with~~ ~~de la parte de la persona designada por el testador, o en ausencia de tal designación, a la persona que habría estado facultada para recibir la parte más grande; con~~ ~~de la parte de la persona designada por el testador, o en ausencia de tal designación, a la persona que habría estado facultada para recibir la parte más grande; con~~

responsibility to display them in favor of the other participants, and to allow them to be transferred when requested.

In the event of a tie, the competition shall be decided by drawing lots.

Art. 1401. Each assignee shall be deemed to have succeeded immediately and exclusively to the deceased, in all the effects that would have fallen to him, and to have never had any part in the other effects of the succession.

Consequently, if any of the co-assignees has disposed of an item that is awarded to another of them in the partition, it may be proceeded with as in the case of the sale of another's property.

Art. 1402. Any participant who is disturbed in the possession of the object that was allocated to them in the partition, or who has suffered eviction from it, shall report this to the other participants so that they may concur in putting an end to the disturbance, and shall be entitled to have the eviction remedied.

This action shall be time-barred after four years from the date of eviction.

Art. 1403. This action shall not be admissible

- 1.° If the eviction or disturbance arises from a cause subsequent to the partition;
- 2.° If the action for remedy has been expressly waived;
- 3.° If the participant has suffered the nuisance or eviction through his own fault.

Art. 1404. The payment of the remedy shall be divided among the participants in proportion to their shares.

The portion of the insolvent party shall be borne by all in proportion to their shares, including the party to be compensated.

Art. 1405. Partitions are annulled or rescinded in the same manner and according to the same rules as contracts.

Rescission on the grounds of injury shall be granted to the party who has been harmed in more than half of their share.

Art. 1406. The involuntary omission of certain items shall not be grounds for rescinding the partition. The partition in which the omission occurred shall be continued, dividing the items among the participants in accordance with their respective rights.

Art. 1407. The other participants may stop the rescission action of one of them by offering and guaranteeing them the supplement of their share in cash.

Art. 1408. A participant who has disposed of his or her share may not bring an action for nullity or rescission.

Nota: El texto de la Ley de 1873 conserva la acción original pública. Por la Partición, clarification: may contain words specific to the Spanish of the period. X

Art. 1409. The action for nullity or rescission is time-barred with respect to partitions, according to the general rules

general rules that establish the duration of these types of actions.

Art. 1410. A participant who does not wish to or cannot bring an action for nullity or rescission shall retain the other legal remedies available to him or her for compensation.

TITLE 11.

Payment of inheritance and testamentary debts.

Art. 1411. Inheritance debts shall be divided among the heirs in proportion to their shares. Thus, the heir to one-third shall be obliged to pay only one-third of the inheritance debts.

However, the beneficiary heir is not obliged to pay any share of the inheritance debts except up to the value of what he or she inherits.

The foregoing is understood without prejudice to the provisions of Articles 1413 and 1583.

Art. 1412. The insolvency of one of the heirs does not burden the others, except in the cases provided for in Article 1344, paragraph 2.

Art. 1413. Usufructuary or fiduciary heirs shall divide the debts with the owner or trustee heirs, as provided for in Articles 1425 and 1429, and the creditors of the estate shall have the right to bring actions against them, in accordance with the aforementioned articles.

Art. 1414. If one of the heirs is a creditor or debtor of the deceased, only the portion of the inheritance corresponding to this credit or debt shall be combined with their inheritance, and they shall have recourse against their co-heirs, on a pro rata basis, for the remainder of their credit, and shall be liable to them on a pro rata basis for the remainder of their debt.

Art. 1415. If the testator divides the inheritance debts among the heirs in a manner different from that prescribed in the preceding articles, the inheritance creditors may exercise their actions either in accordance with those articles or in accordance with the testator's provisions, as they see fit. However, in the first case, the heirs who suffer a greater burden than that imposed on them by the testator shall be entitled to compensation from their co-heirs.

Art. 1416. The rule in the preceding article applies to cases in which, by partition or agreement among the heirs, the debts are distributed among them in a manner different from that expressed in the aforementioned articles.

Art. 1417. Testamentary burdens shall not be regarded as burdens on the heirs in common, unless the testator has imposed them on one or more of the heirs or legatees in particular.

La ostaque (Article 841-873) se divide entre los herederos en proporción a sus partes, y el heredero que tocase una parte no será responsable de las deudas de la ostaque sino en la proporción de su parte.

El usufructuario o fiduciario heredero dividirá las deudas con los propietarios o trustees herederos, como se dispone en los artículos 1425 y 1429, y los acreedores de la sucesión tendrán derecho a ejercer acciones contra ellos, de acuerdo con los artículos mencionados.

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Art. 1418. Bequests of periodic pensions are due on a daily basis, from the day on which they are deferred; but they may not be requested until the expiration of the respective periods, which shall be presumed to be monthly.

However, if the pensions are maintenance payments, each payment may be demanded from the beginning of the respective period, and there shall be no obligation to repay any part thereof, even if the legatee dies before the expiry of the period.

If the maintenance pension bequest is a continuation of that which the testator paid during his lifetime, it shall continue to be paid as if the testator had not died.

The express will of the testator shall prevail over all these rules.

Art. 1419. Legatees are not obliged to contribute to the payment of legitimate claims or inheritance debts, except when the testator allocates part of the portion of the estate reserved by law for legitimate claimants to legacies, or when, at the time of the opening of the succession, there is not enough in it to pay the inheritance debts.

The action of the creditors of the estate against the legatees is subsidiary to that which they have against the heirs.

Art. 1420. Legatees who must contribute to the payment of legitimate claims or inheritance debts shall do so in proportion to the value of their respective legacies, and the portion of the insolvent legatee shall not be charged to the others.

However, those whom the testator has expressly exempted from doing so shall not contribute with the other legatees. But if, after the contributions of the other legatees have been exhausted, a legitimate portion remains incomplete or a debt remains unpaid, even the legatees exempted by the testator shall be obliged to pay.

Bequests for pious works or public charity shall be understood to be exempted by the testator, without the need for an express provision, and shall be subject to contribution after the bequests expressly exempted; but bequests strictly for maintenance, to which the testator is obliged by law, shall not be subject to contribution until after all others.

Art. 1421. The legatee obliged to pay a legacy shall be so obliged only up to the amount of the benefit he derives from the succession; but he shall be required to record the amount by which the encumbrance exceeds the benefit.

Art. 1422. If several properties in the estate are subject to a mortgage, the mortgagee shall have joint and several liability for each of said properties, without prejudice to the recourse of the heir to whom the property belongs against his co-heirs for their share of the debt.

Even if the creditor has subrogated the owner of the property in his actions against his co-heirs, each of them shall be liable only for his share of the debt.

However, the insolvent party's share shall be distributed among all the heirs on a pro rata basis.

Art. 1423. The late testator's debt shall be paid by the heirs, but only up to the amount of the benefit they derive from the succession.

However, if the testator has expressly exempted the heirs from paying the debt, the action of the creditor against the heirs shall be subsidiary to that which they have against the legatee.

The action of the creditor against the heirs.

If the mortgage or pledge has been accessory to the obligation of a person other than the testator himself, the legatee shall have no action against the heirs.

Art. 1424. Legacies with onerous cause, which can be estimated in money, shall not contribute except with deduction of the encumbrance, and if the circumstances to be expressed below concur:

- 1.^a That the object has been fulfilled;
- 2.^a That it could not have been fulfilled except by investing a specific amount of money;

Both circumstances must be proven by the legatee, and only the amount proven to have been invested shall be deducted on account of the encumbrance.

Art. 1425. If the testator leaves the usufruct of part or all of his property to one person and the bare ownership to another, the owner and the usufructuary shall be considered as one person for the distribution of the inheritance and testamentary obligations pertaining to the fruitful property, and the obligations that jointly pertain to them shall be divided between them in accordance with the following rules:

- 1.^a The owner shall be responsible for the payment of debts incurred on the property bearing fruit; the usufructuary shall be obliged to pay the current interest on the amount paid for as long as the usufruct continues;
- 2.^a If the owner does not agree to this payment, the usufructuary may make it, and upon expiry of the usufruct, shall be entitled to reimbursement of the capital by the owner without interest;
- 3.^a If the fruit-bearing property is sold to cover a mortgage or pledge constituted on it by the deceased, the provision of Article 1423 shall apply to the usufructuary.

Art. 1426. Testamentary charges imposed on the usufructuary or the owner shall be paid by whichever of the two is required to do so by the will, and in the manner ordered therein, without the latter being entitled to any compensation or interest for paying them in this way.

Art. 1427. When testamentary charges are imposed on a thing that is in usufruct, and the testator does not determine whether it is the owner or the usufructuary who must bear them, the provisions of Article 1425 shall apply.

However, if the charges consist of periodic payments, and the testator has not ordered otherwise, they shall be covered by the usufructuary throughout the term of the usufruct, and the owner shall not be entitled to compensate him for this expenditure.

Art. 1428. Usufruct established in the partition of an estate is subject to the rules of Article 1425, unless the interested parties have agreed otherwise.

Art. 1429. The usufructuary shall be responsible for the payment of debts and charges imposed on the property by the testator, and the owner shall be responsible for the payment of debts and charges imposed on the property by the usufructuary.

The division of debts and charges shall be made between the two as follows:

The trustee shall bear said expenses, provided that the trustor reimburses them in due course without interest.

If the expenses are periodic, the trustee shall bear them, without any right to compensation.

Art. 1430. Testamentary creditors may not exercise the actions to which they are entitled under the will, except in accordance with Article 1417.

If, in the partition of an estate, the legacies are distributed differently among the heirs, the legatees may bring their actions either in accordance with this distribution, or in accordance with Article 1417, or in accordance with the agreement of the heirs.

Art. 1431. In the absence of bankruptcy proceedings or third-party opposition, the testamentary creditors shall be paid as they come forward, and once the testamentary creditors have been paid, the legacies shall be satisfied.

However, when the inheritance does not appear to be excessively encumbered, the legatees who offer security to cover their share of the debts may be satisfied immediately.

This security shall not be required when the inheritance is manifestly free of encumbrances that could compromise the legatees.

Art. 1432. The expenses necessary for the delivery of the bequeathed items shall be considered part of the bequests themselves.

Art. 1433. If there are insufficient assets in the estate to pay all the legacies, they shall be reduced proportionally.

Art. 1434. Enforceable titles against the deceased shall also be enforceable against the heirs; however, creditors may not initiate or proceed with enforcement until eight days after judicial notification of their titles.

TITLE 12.

The benefit of separation.

Art. 1435. Hereditary creditors and testamentary creditors may request that the assets of the deceased not be confused with the assets of the heir; and by virtue of this benefit of separation, they shall be entitled to have the hereditary or testamentary obligations fulfilled from the assets of the deceased, in preference to the debts of the heir.

Art. 1436. In order to obtain the benefit of separation, it is not necessary for the debt to be immediately enforceable; it is sufficient that it be due on a certain date or under certain conditions.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Art. 1437. The right of each creditor to request the benefit of separation remains in force as long as their claim has not

prescribed; but it does not apply in two cases.

1.° When the creditor has recognized the heir as a debtor, accepting a promissory note, pledge, mortgage, or bond from said heir, or a partial payment of the debt.

2.° When the assets of the estate have already left the hands of the heir or have been mixed with the heir's assets, so that it is not possible to recognize them.

Art. 1438. The heirs' creditors shall not be entitled to request, for the benefit of their claims, the separation of property referred to in the preceding articles.

Art. 1439. Once the separation of assets has been obtained by any of the creditors of the estate, it shall benefit the other creditors of the estate who invoke it and whose claims have not expired or who are not in the case referred to in number 1, article 1437.

Any surplus, if any, shall be added to the heir's assets to satisfy his own creditors, with whom the creditors of the estate who do not enjoy the benefit shall concur.

Art. 1440. The creditors of the estate or of the will who have obtained separation or taken advantage of it, in accordance with paragraph 1 of the preceding article, shall have no claim against the assets of the heir until the assets to which said benefit gave them a preferential right have been exhausted; but even then, the other creditors of the heir may oppose this action until their claims have been satisfied in full.

Art. 1441. Disposals of the deceased's assets made by the heir within six months of the opening of the succession, which were not intended for the payment of inheritance or testamentary claims, may be rescinded at the request of any of the inheritance or testamentary creditors who enjoy the benefit of separation. The same applies to the creation of special mortgages.

Art. 1442. If there is real estate in the succession, the decree granting the benefit of separation shall be registered in the registry or registries corresponding to the location of said property, specifying the properties to which the benefit extends.

TITLE 13.

Gifts between living persons.

Art. 1443. A donation between living persons is an act by which one person transfers, gratuitously and irrevocably, a part of their property to another person who accepts it.

Art. 1444. Any person who has not been declared incapable by law is capable of making a donation between living persons.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~Article 1440 of the Law 84 of 1873 is repealed in its entirety.~~
 Article 1440 of the Law 84 of 1873 is repealed in its entirety.

Art. 1446. Any person who has not been declared incapable by law is capable of receiving gifts between living persons.

Art. 1447. A donation between living persons cannot be made to a person who does not exist at the time of the donation.

If a donation is made under a condition precedent, it will also be necessary to exist at the time the condition is fulfilled, except for the exceptions indicated in paragraphs 3 and 4 of Article 1020.

Art. 1448. The incapacities to receive inheritances and legacies, according to Article 1021, extend to donations between living persons.

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Art. 1449. Likewise, a donation made to the donor's guardian is null and void if the guardian has not presented the accounts of the guardianship and paid any balance owed.

Art. 1450. Donations between living persons shall not be presumed except in cases expressly provided for by law.

Art. 1451. A person who repudiates an inheritance, bequest, or donation, or fails to fulfill the condition to which a contingent right is subject, does not make a donation, even if he does so for the benefit of a third party.

Creditors, however, may be authorized by the judge to replace a debtor who does so, up to the amount of their claims; and any surplus, if any, shall be used for the benefit of the third party.

Art. 1452. There is no donation in the loan for use of any object, even if its use or enjoyment is customarily leased.

Nor is there a donation in an interest-free loan.

But it does exist in the remission or assignment of the right to receive income from capital invested at interest or at a fixed rate.

Art. 1453. Free personal services do not constitute a donation, even if they are of the kind that are normally paid for.

Art. 1454. A person who acts as guarantor, or establishes a pledge or mortgage in favor of a third party, does not make a donation to that third party; nor does a person who releases the guarantor from his obligations, or remits a pledge or mortgage while the debtor is solvent; but a person who remits a debt, or who knowingly pays what he does not actually owe, does make a donation.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Art. 1455. There is no donation if, on the one hand, there is a decrease in assets and, on the other hand, there is no increase;

as when a gift is made for an object that consumes the value of the donated item, and the donee does not receive any appreciable monetary benefit.

Art. 1456. There is no donation in failing to interrupt the statute of limitations.

Art. 1457. A donation between living persons of any kind of real estate shall not be valid unless it is granted by public deed, registered in the competent registry of public instruments.

Nor shall the remission of a debt of the same kind of property be valid without this requirement.

Art. 1458. It is the responsibility of the notary to authorize, by public deed, donations whose value exceeds the sum of fifty (50) minimum monthly wages, provided that the donor and the donee are fully capable, request it by mutual agreement, and no legal provision is contravened.

Donations whose value is equal to or less than fifty (50) minimum monthly wages do not require registration.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1459. When what is donated is the right to receive a periodic amount, registration shall be required, provided that the sum of the amounts to be received over a ten-year period exceeds two thousand pesos.

Art. 1460. A donation made for a specific period or under a specific condition shall have no effect unless it is recorded in a private or public deed stating the condition or period; and a public deed and registration shall be required in the same terms as for donations of the present.

Art. 1461. Donations for consideration, such as for a person to pursue a career or status, or as a dowry, or for reasons of marriage, shall be granted by public deed, stating the cause; otherwise, they shall be considered gratuitous donations.

Gifts for consideration, as referred to in the preceding paragraph, are subject to registration under the terms of Articles 1458, 1459, and 1460.

Art. 1462. Donations that impose a pecuniary encumbrance on the donee, or that can be assessed at a specific sum of money, are not subject to registration except with a discount on the encumbrance.

Art. 1463. Donations made by spouses to each other in their marriage contract, in accordance with the applicable requirements, do not require disclosure or any public deed other than the marriage contract itself, regardless of the type or value of the items donated.

Art. 1464. The assets of the donor, under penalty of nullity, shall be subject to registration in the public deed, under penalty of nullity.

Art. 1473. The rules concerning the interpretation of testamentary assignments, the right of accretion, and substitutions, terms, conditions, and modes relating thereto shall extend to inter vivos donations.

In all other cases not contrary to the provisions of this title, the general rules of contracts shall apply.

Art. 1474. The donor of a gratuitous donation enjoys the benefit of jurisdiction in actions brought against him by the donee, whether to compel him to fulfill a promise or future donation, or to demand the delivery of the things that have been donated to him at present.

Art. 1475. The universal donee shall have the same obligations to the donor's creditors as the heirs, but only with respect to debts prior to the donation or future debts not exceeding a specific amount determined by the donor in the deed of donation.

Art. 1476. The donation of all assets or a portion thereof, or of their bare ownership or usufruct, does not deprive the donor's creditors of the actions they may have against him, unless they expressly accept the donee as a debtor, or under the terms of Article 1437, number 1.

Art. 1477. In a singular donation, the donee may be required to pay the donor's debts, provided that a specific amount is stated up to which this encumbrance extends.

Creditors, however, shall retain their claims against the original debtor, as in the case of the preceding article.

Art. 1478. The donee's liability to the donor's creditors shall in no case extend beyond the value of the donated items at the time of the donation, as evidenced by a formal inventory or other authentic instrument.

The same shall apply to the donee's liability for other encumbrances imposed on him in the donation.

Art. 1479. The donee of a gratuitous donation shall not have any right of recourse, even if the donation began with a promise.

Art. 1480. Donations for consideration do not give rise to an action for rescission on the grounds of eviction, unless the donor has knowingly given something that does not belong to him.

However, if monetary encumbrances, or encumbrances that can be valued in money, have been imposed on the donee, he shall always have the right to be reimbursed for what he has invested in covering them, with current interest, which does not appear to be compensated by the natural and civil fruits of the donated items.

The donor's right to reclaim this reimbursement is hereby waived.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

ARTICLE 1481. TERMINATION OF DONATIONS BETWEEN LIVING PERSONS. Donations between living persons are not rescindable because the donor has since had one or more ~~legitimate~~ children, unless this

resolatory condition has been expressed in the public deed of donation.

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Art. 1482. Donations are rescindable in the case of Article 1245.

Art. 1483. If the donee is in default of fulfilling the obligations imposed on him by the donation, the donor shall have the right either to compel the donee to fulfill them or to rescind the donation.

In the latter case, the donee shall be considered to be in bad faith for the restitution of the donated items and their fruits, provided that he has failed to fulfill the obligation imposed without serious cause.

The donee shall be reimbursed for what he has invested up to that point in the performance of his obligation, if the donor has benefited from it.

Art. 1484. The rescissory action granted by the preceding article shall expire four years from the date on which the donee was placed in default of fulfilling the obligation imposed.

Art. 1485. A donation between living persons may be revoked on grounds of ingratitude.

An act of ingratitude is understood to be any offensive act by the donee that makes him unworthy of inheriting from the donor.

Art. 1486. In the restitution to which the donee is obliged on grounds of ingratitude, he shall be considered a possessor in bad faith from the moment of the offensive act that gave rise to the revocation.

Art. 1487. The revocation action expires in four years, counted from the moment the donor became aware of the offensive act, and is extinguished by his death, unless it has been attempted judicially during his lifetime, or the offensive act has caused the death of the donor or is executed after it.

In these cases, the revocation action shall be transferred to the heirs.

ARTICLE 1488. DONOR PREVENTED FROM EXERCISING THE ACTION FOR REVOCATION. When the donor, having lost their legal capacity or due to another impediment, is unable to bring the action granted to them by Article 1485, not only their guardian, but also any of their legitimate descendants or ascendants or their spouse may exercise it on their behalf while they are alive and within the period specified in the previous article.

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Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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Art. 1489. The resolution, rescission, and revocation referred to in the preceding articles shall not give rise to action against third-party possessors, nor to the extinction of mortgages, easements, or other rights constituted on the donated items, except in the following cases:

1.° When the public deed of donation (registered in the competent registry, if the nature of the donated items so requires) prohibits the donee from disposing of them, or when the condition has been expressly stated.

2.° When, prior to the alienation or the establishment of the aforementioned rights, the interested third parties have been notified that the donor or another person on his behalf intends to bring an action for rescission, annulment, or revocation against the donee.

3.° When the donated property has been disposed of or the aforementioned rights have been established after the action has been brought.

A donor who does not take such action against third parties may demand from the donee the price of the items disposed of, based on their value on the date of disposal.

Art. 1490. Remunerative donations shall be understood to be those expressly made in remuneration for specific services, provided that these are of the kind that are usually paid for.

If it is not stated in a private or public deed, as the case may be, that the donation was remunerative, or if the services are not specified in the deed, the donation shall be deemed to be gratuitous.

Art. 1491. Remunerative donations, insofar as they are equivalent to the value of the remunerated services, are not rescindable or revocable, and insofar as they exceed this value, they must be suggested.

Art. 1492. A donee who suffers eviction from the thing that has been donated to him as remuneration shall be entitled to demand payment for the services that the donor intended to remunerate him with it, insofar as they do not appear to have been compensated by the fruits.

Art. 1493. In all other respects, remunerative donations are subject to the rules of this Title.

BOOK FOUR

On obligations in general and contracts.

TITLE 1.

Definitions.

Art. 1494. Obligations arise either from the actual concurrence of the wills of two or more persons, as in contracts or agreements; or from a voluntary act of the person who undertakes the obligation, as in the acceptance of an inheritance or legacy and in all quasi-contracts; or as a consequence of an act that has caused injury or damage to another person, as in crimes; or by provision of law, as between parents and children in a family.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Art. 1495. A *contract or agreement* is an act by which one party undertakes to another to give, do, or refrain from doing something.

do something. Each party may consist of one or more persons.

Art. 1496. A contract is unilateral when one of the parties undertakes an obligation towards another party that does not assume any obligation; it is bilateral when the contracting parties undertake reciprocal obligations.

Art. 1497. A contract is *gratuitous* or charitable when its sole purpose is the benefit of one of the parties, with the other party bearing the burden; and onerous when its purpose is the benefit of both contracting parties, each party bearing the burden for the benefit of the other.

Art. 1498. A contract is *commutative* when each party undertakes to give or do something that is considered equivalent to what the other party must give or do in return; and if the equivalent consists of an uncertain contingency of gain or loss, it is called aleatory.

Art. 1499. A contract is *principal* when it subsists on its own without the need for another agreement, and accessory when its purpose is to ensure the fulfillment of a principal obligation, such that it cannot subsist without it.

Art. 1500. A contract is *real* when, in order to be perfect, the transfer of the thing to which it refers is necessary; it is solemn when it is subject to the observance of certain special formalities, so that without them it has no civil effect; and it is *consensual* when it is perfected by consent alone.

Art. 1501. In each contract, a distinction is made between things that are essential to it, those that are incidental to it, and those that are purely accidental. Those things without which a contract either has no effect or degenerates into a different contract are essential to it; those that are not essential to it but are understood to belong to it without the need for a special clause are *natural* to it; and those that are neither essential nor natural to it but are added to it by means of special clauses are *incidental* to it.

TITLE 2.

Acts and declarations of will.

Art. 1502. For a person to be bound to another by an act or declaration of will, it is necessary: 1. that they be legally capable; 2. that they consent to said act or declaration and that their consent be free from defect; 3. that it relate to a lawful object; 4. that it have a lawful cause.

The legal capacity of a person consists in being able to bind themselves, without the ministry or authorization of another.

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Art. 1503. Every person is legally competent, except those whom the law declares incompetent.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Article 1504. Absolute and relative incapacity. Minors are absolutely incapable. Their acts do not even produce natural obligations, and they are not eligible for bail. Minors who have reached puberty are also incapable. However, the incapacity of these persons is not absolute, and their acts may have value in certain circumstances and under certain conditions determined by law. In addition to these incapacities, there are other specific incapacities consisting of the prohibition imposed by law on certain persons from performing certain acts.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1505. What a person does on behalf of another, being authorized by that person or by law to represent them, has the same effect on the represented party as if they had contracted themselves.

Art. 1506. Anyone may stipulate in favor of a third party, even if they do not have the right to represent them; but only this third party may demand what has been stipulated; and until their express or tacit acceptance is given, the contract is revocable by the sole will of the parties who entered into it.

Acts that could only have been performed by virtue of the contract constitute tacit acceptance.

Art. 1507. Whenever one of the contracting parties undertakes that a third party, of whom he is not the legitimate representative, shall give, do, or refrain from doing something, this third party shall not be bound by any obligation except by virtue of his ratification; and if he does not ratify, the other contracting party shall have a right of action for damages against the person who made the promise.

Art. 1508. The defects that consent may suffer from are error, force, and fraud.

Art. 1509. Error on a point of law does not vitiate consent.

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Art. 1510. An error of fact vitiates consent when it relates to the type of act or contract being performed or entered into, as if one party understood it to be a loan and the other a gift; or to the identity of the specific thing in question, as if in a contract of sale the seller understood that he was selling a certain thing and the buyer understood that he was buying another.

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Art. 1511. Error of fact also vitiates consent when the substance or essential quality of the thing to which the act or contract is directed is diverse from that which is intended, as if one party intended to buy a thing and the other intended to sell it. The text of the Law 84 of 1873 conserves the original published for that reason, supposing that the object is a bar of gold, and the other party intended to buy a bar of silver. **X**

Aclaratoria: puede contener vocablos propios (o) (o) (o), (e), (o) de la época.

An error regarding any other quality of the item does not invalidate the consent of the contracting parties, unless

when that quality is the main reason for one of them to enter into the contract, and this reason has been known to the other party.

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Art. 1512. An error regarding the person with whom one intends to contract does not vitiate consent, unless consideration of that person is the main cause of the contract.

However, in this case, the person with whom the contract was mistakenly entered into shall be entitled to compensation for any damages incurred in good faith as a result of the nullity of the contract.

Art. 1513. Force does not vitiate consent unless it is capable of producing a strong impression on a person of sound judgment, taking into account their age, sex, and condition. Any act that instills in a person a just fear of exposing themselves, their spouse, or any of their ascendants or descendants to irreparable and serious harm is considered force of this kind.

Reverential fear, that is, the mere fear of displeasing persons to whom submission and respect are due, is not sufficient to vitiate consent.

TEXT CORRESPONDING TO [\[Show\]](#)

Art. 1514. For force to vitiate consent, it is not necessary that it be exercised by the person who benefits from it; it is sufficient that force be used by any person for the purpose of obtaining consent.

Art. 1515. Fraud does not vitiate consent unless it is the work of one of the parties, and unless it is also clear that without it the contract would not have been entered into.

In other cases, fraud only gives rise to an action for damages against the person or persons who have committed it or who have taken advantage of it; against the former for the total value of the damages and against the latter up to the amount of the profit they have gained from the fraud.

Art. 1516. Fraud is not presumed except in cases specifically provided for by law. In all other cases, it must be proven.

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Art. 1517. Every declaration of intent must have as its object one or more things that are to be given, done, or not done. The mere use or possession of the thing may be the object of the declaration.

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The amount may be uncertain provided that the act or contract establishes rules or contains data that serve to

Determine it.

If the object is a fact, it must be physically and morally possible. That which is contrary to nature is physically impossible, and that which is prohibited by law or contrary to good morals or public order is morally impossible.

Art. 1519. Anything that contravenes the public law of the nation is an unlawful object. Thus, a promise to submit to a jurisdiction in the Republic that is not recognized by its laws is null and void due to the defect of the object.

Art. 1520. The right to succeed a living person upon their death cannot be the subject of a donation or contract, even with the consent of that person.

Agreements between the person who owes a legitimate inheritance and the legitimate heir, relating to the legitimate inheritance or improvements, are subject to the special rules contained in the title on compulsory assignments.

Art. 1521. There is an unlawful object in the transfer:

1. Things that are not in commerce;
2. Rights or privileges that cannot be transferred to another person;
3. Things seized by court order, unless the judge authorizes it or the creditor consents to it;
4. Property whose ownership is in dispute, without permission from the judge hearing the case.

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Art. 1522. An agreement not to demand more on the basis of an approved account is not valid in relation to any fraud contained therein, unless it has been expressly forgiven. The forgiveness of future fraud is not valid.

Art. 1523. Likewise, there is an unlawful object in any contract prohibited by law.

Art. 1524. There can be no obligation without a real and lawful cause; but it is not necessary to express it. Pure generosity or charity is sufficient cause.

Cause is understood to be the motive that induces the act or contract; and an unlawful cause is one that is prohibited by law or contrary to good morals or public order.

Thus, the promise to give something in payment of a debt that does not exist lacks cause; and the promise to give something in reward for a crime or an immoral act has an unlawful cause.

~~**Art. 1525.** No promise to give or to do shall be made or paid for in behalf of a person who is prohibited by law from contracting. **clarification:** may contain words specific to the Spanish of the period.~~ X

Art. 1526. Acts or contracts that the law declares invalid shall not cease to be so because of the clauses in

Art. 1532. The positive condition must be physically and morally possible.

It is physically impossible if it is contrary to the laws of physical nature; and morally impossible if it consists of an act prohibited by law, or is contrary to good morals or public order.

Conditions that are conceived in unintelligible terms shall also be considered impossible.

Art. 1533. If the condition is negative of a physically impossible thing, the obligation is pure and simple; if it consists of the creditor refraining from an immoral or prohibited act, it vitiates the provision.

Art. 1534. A condition is called potestative when it depends on the will of the creditor or the debtor; it is called casual when it depends on the will of a third party or on chance; it is called mixed when it depends in part on the will of the creditor and in part on the will of a third party or on chance.

Art. 1535. Obligations contracted under a potestative condition that consists of the mere will of the person who is obligated are null and void.

If the condition consists of a voluntary act by either party, it shall be valid.

Art. 1536. The condition is called suspensive if, until it is fulfilled, it suspends the acquisition of a right; and resolutive, when its fulfillment extinguishes a right.

Art. 1537. If the suspensive condition is or becomes impossible, it shall be deemed to have failed.

The same rule applies to conditions whose meaning and manner of fulfillment are entirely unintelligible.

The same applies to conditions that induce illegal or immoral acts.

A resolutive condition that is impossible by its nature, or unintelligible, or induces an illegal or immoral act, shall be deemed unwritten.

Art. 1538. The rule in the preceding article, paragraph 1, also applies to testamentary dispositions.

Thus, when the condition is an act that depends on the will of the assignee and the will of another person, and fails to be fulfilled due to some accident that makes it impossible, or because the other person on whose will it depends cannot or will not fulfill it, it shall be deemed to have failed, even though the assignee was, for his part, willing to fulfill it.

However, if the person who must grant the assignment uses unlawful means to prevent the condition from being fulfilled, or to prevent the other person, on whose will its fulfillment partly depends, from cooperating with him, it shall be deemed to have been fulfilled.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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clarification: it may contain words specific to the Spanish of the time.

Art. 1539. The positive condition is deemed to have failed or the negative condition to have been fulfilled when it has become

certain that the event contemplated therein will not occur, or when the time within

within which the event should have occurred and has not occurred.

Art. 1540. The condition must be fulfilled in the manner that the parties have probably understood it to be, and it shall be presumed that the most rational way of fulfilling it is that understood by the parties.

When, for example, the condition consists of paying a sum of money to a person who is under guardianship or curatorship, the condition shall not be deemed to have been fulfilled if it is delivered to the same person and that person squanders it.

Art. 1541. Conditions must be fulfilled literally in the manner agreed upon.

Art. 1542. Compliance with a conditional obligation cannot be demanded unless the condition has been fully verified.

Anything paid before the condition precedent is fulfilled may be recovered as long as it has not been fulfilled.

Art. 1543. If, before the condition is fulfilled, the promised thing perishes through no fault of the debtor, the obligation is extinguished; and if it is through the fault of the debtor, the debtor is obliged to pay the price and compensation for damages.

If the thing exists at the time the condition is fulfilled, it is owed in the state in which it is found, with the creditor benefiting from any increases or improvements that the thing may have received, without being obliged to pay more for it, and suffering its deterioration or diminution, without any right to a reduction in price, unless the deterioration or diminution is due to the fault of the debtor; in which case the creditor may request either that the contract be rescinded or that the thing be delivered to him, and in addition to either of these, he shall be entitled to compensation for damages.

Anything that destroys the suitability of the thing for the purpose for which it is intended, according to its nature or according to the agreement, is understood to destroy the thing.

TEXT CORRESPONDING TO [\[Show\]](#)

Art. 1544. Once the resolutive condition has been fulfilled, whatever has been received under that condition must be returned, unless it was given exclusively in favor of the creditor, in which case the creditor may, if he wishes, waive it; but he shall be obliged to declare his decision if the debtor so requires.

Art. 1545. Once a resolutive condition has been verified, the fruits received in the meantime shall not be owed, unless the law, the testator, the donor, or the contracting parties, as the case may be, have provided otherwise.

Art. 1546. In bilateral contracts, the condition subsequent is implied in the event that one of the contracting parties fails to comply with the agreement.

En su caso, podrá el deudor pedir a sabi-dor de la resolución el cumplimiento del contrato acordado, a menos que se haya pactado lo contrario, como es habitual en los contratos típicos del idioma español de la época.

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Art. 1547. If the person who owes a movable thing on credit, or under a suspensive or resolutive condition, disposes of it, there shall be no right to reclaim it against third parties who are in good faith possession.

Art. 1548. If the person who owes a piece of real estate under a condition disposes of it, or encumbers it with a mortgage or easement, the disposal or encumbrance may not be resolved, unless the condition was stated in the respective title, registered or granted by public deed.

Art. 1549. The right of a creditor who dies in the interval between the conditional contract and the fulfillment of the condition shall be transferred to his heirs, and the same shall apply to the obligation of the debtor.

This rule does not apply to testamentary bequests or inter vivos gifts. During this period, the creditor may seek the necessary protective measures.

Art. 1550. The provisions of Title 4 of Book 3 on conditional or modal testamentary assignments apply to agreements insofar as they do not conflict with the provisions of the preceding Articles.

TITLE 5 Term obligations

Art. 1551. The term is the period set for the performance of the obligation; it may be express or implied. It is implied when it is indispensable for performance.

The judge may not, except in special cases designated by law, set a term for the performance of an obligation; he may only interpret the term conceived in vague or obscure terms, on whose understanding and application the parties disagree.

Art. 1552. Anything paid before the term expires is not subject to restitution. This rule does not apply to terms that have the value of conditions.

Art. 1553. Payment of the obligation may not be demanded before the deadline expires, except:

1° If the debtor is bankrupt or is in a state of obvious insolvency.

2° The debtor's securities, through his own act or fault, have been extinguished or have considerably diminished in value. But in this case, the debtor may claim the benefit of the term by renewing or improving the securities.

Art. 1554. The debtor may waive the term, unless the testator has provided otherwise or the parties have stipulated otherwise, or unless the advance payment causes the creditor a loss that the term was clearly intended to avoid.

In the interest-bearing loan agreement, the provisions of Article 2225 shall be observed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Art. 1555. The provisions of Title 4, Book 3, on testamentary assignments to date apply to

agreements.

TITLE 6 On alternative obligations

Art. 1556. An alternative obligation is one whereby several things are owed, such that the performance of one of them exempts the debtor from performing the others.

Art. 1557. In order for the debtor to be released, he must pay or perform in full one of the things he alternatively owes; and he cannot compel the creditor to accept part of one and part of another.

The choice is made by the debtor, unless otherwise agreed.

Art. 1558. Since the choice is the debtor's, the creditor cannot specifically demand one of the things owed, but only under the alternative in which they are owed.

Art. 1559. If the choice is the debtor's, it is at his discretion to dispose of or destroy any of the things he alternatively owes while one of them remains.

But if the choice is made by the creditor, and any of the things that are alternatively owed to him perishes through the fault of the debtor, the creditor may, at his discretion, demand the price of this thing and compensation for damages, or any of the remaining things.

Art. 1560. If one of the things alternatively promised could not be the object of the obligation or is destroyed, the alternative obligation of the others remains; and if only one remains, the debtor is bound by it.

Art. 1561. If all the items included in the alternative obligation are lost through no fault of the debtor, the obligation is extinguished.

If the debtor is at fault, he shall be liable for the price of any of the items he chooses, when the choice is his; or for the price of any of the items chosen by the creditor, when the choice is the creditor's.

TITLE 7. Optional obligations

Art. 1562. An optional obligation is one that has a specific thing as its object, but grants the debtor the option of paying with that thing or with another thing that is designated.

Art. 1563. In an optional obligation, the creditor has no right to demand anything other than that to which the debtor is directly obligated, and if that thing perishes through no fault of the debtor and before the debtor has

Nota: El texto de la Ley 84 de 1873 conserva la red original publicada en el **clarification:** it may contain words specific to the Spanish of the period. X

Art. 1564. In case of doubt as to whether the obligation is alternative or optional, it shall be deemed alternative.

TITLE 8. Obligations of a general nature

Art. 1565. Obligations of a general nature are those in which an individual of a certain class or type is indefinitely owed.

Art. 1566. In the obligation of kind, the creditor cannot specifically request any individual item, and the debtor is released from the obligation by delivering any item of the kind, provided that it is of at least average quality.

Art. 1567. The loss of some items of the kind does not extinguish the obligation, and the creditor cannot oppose the debtor's disposal or destruction of them as long as others remain for the fulfillment of what is owed.

TITLE 9. Joint and several obligations

Art. 1568. In general, when the obligation of a divisible thing has been contracted by many persons or towards many persons, each of the debtors, in the first case, is obliged only to his part or share of the debt, and each of the creditors, in the second case, has only the right to demand his part or share of the credit.

However, by virtue of an agreement, a will, or the law, each of the debtors or each of the creditors may demand the total amount of the debt, in which case the obligation is joint and several.

Joint and several liability must be expressly stated in all cases where it is not established by law.

Art. 1569. The thing that is owed jointly and severally by many or to many must be the same, even if it is owed in different ways; for example, purely and simply with respect to some, under condition or on credit with respect to others.

Art. 1570. The debtor may make payment to any of the joint creditors of his choice, unless he has been sued by one of them, in which case he must make payment to the plaintiff.

The forgiveness of the debt, compensation, or novation between the debtor and any of the joint creditors extinguishes the debt with respect to the others, in the same way that payment would do so, provided that none of them has sued the debtor.

Art. 1571. El acreedor podrá dirigirse contra todos los deudores solidarios conjuntamente, o contra cualquiera de ellos su abito, sin que por este pueda oponerse el beneficiario de la obligación: (pl) X

Art. 1572. A lawsuit brought by the creditor against some of the joint debtors does not extinguish the joint obligation of any of them, except for the part that has been satisfied by the defendant.

Art. 1573. The creditor may expressly or tacitly waive joint and several liability with respect to one or all of the joint and several debtors.

The waiver is implied in favor of one of them when the creditor has demanded or acknowledged payment of their share or portion of the debt, expressing this in the claim or in the letter of payment, without the special reservation of joint and several liability, or without the general reservation of their rights.

However, this express or tacit waiver does not extinguish the creditor's joint and several action against the other debtors for the entire portion of the debt that has not been covered by the debtor in whose favor the joint and several liability was waived.

Joint and several liability is waived with respect to all joint and several debtors when the creditor is aware of the division of the debt.

Art. 1574. The express or tacit waiver of joint and several liability for a periodic pension is limited to accrued payments and only extends to future payments when the creditor so states.

Art. 1575. If the creditor forgives the debt to any of the joint debtors, he may not subsequently exercise the action granted to him by Article 1561, except with a reduction of the share that corresponded to the first in the debt.

Art. 1576. Novation between the creditor and any of the joint debtors releases the others, unless they agree to the newly constituted obligation.

Art. 1577. The defendant debtor may raise against the claim all defenses arising from the nature of the obligation, as well as all personal defenses.

However, he may not raise, by way of compensation, the claim of a joint and several co-debtor against the plaintiff, unless the joint and several co-debtor has assigned his right to him.

Art. 1578. If the thing perishes through the fault or during the default of one of the joint debtors, all of them remain jointly and severally liable for the price, except for the action of the co-debtors against the guilty or defaulting party. However, the action for damages arising from the fault or default may not be brought by the creditor except against the guilty or defaulting debtor.

Art. 1579. The joint debtor who has paid the debt or extinguished it by any means equivalent to payment shall be subrogated to the creditor's action with all its privileges and securities, but limited with respect to each of the co-debtors to the share or portion that this co-debtor has in the debt.

En el caso de que un deudor común o solidario cumpla con su obligación total o parcialmente, no se extingue la obligación para el acreedor, sino que se subroga a él para ejercerla contra el deudor que ha pagado, dentro de la cuota que le corresponde en la deuda, y los demás deudores serán considerados garantes.

entire thing, or pay it himself, except for his action to be compensated by the others.

But the heirs of the creditor may not demand payment of the entire thing, except by jointly pursuing their action.

6. When the obligation is alternative, if the choice is made by the creditors, they must all make it jointly; and if it is made by the debtors, they must all make it jointly.

Art. 1584. Each of those who have jointly contracted an indivisible obligation is obliged to satisfy it in full, even if solidarity has not been stipulated, and each of the creditors of an indivisible obligation is equally entitled to demand the total amount.

Art. 1585. Each of the heirs of the person who has contracted an indivisible obligation is obliged to satisfy it in full, and each of the heirs of the creditor may demand its total execution.

Art. 1586. The statute of limitations interrupted with respect to one of the debtors of the indivisible obligation is also interrupted with respect to the others.

Art. 1587. When one of the debtors of the indivisible obligation is sued, he may request a period of time to reach an agreement with the other debtors in order to fulfill it among all of them, unless the obligation is of such a nature that he alone can fulfill it, in which case he may be ordered to fulfill it in full, without prejudice to his right to claim compensation from the other debtors.

Art. 1588. The fulfillment of the indivisible obligation by any of the obligors extinguishes it with respect to all.

Art. 1589. If there are two or more creditors of the indivisible obligation, none of them may, without the consent of the others, remit the debt or receive the price of the thing owed. If any of the creditors remits the debt or receives the price of the thing, his co-creditors may still demand the thing itself, paying the debtor the part or share of the creditor who has remitted the debt or received the price of the thing.

Art. 1590. The action for damages resulting from the performance or delay in the performance of the indivisible obligation is divisible: none of the creditors may bring it, and none of the debtors is subject to it, except in the part that corresponds to them.

If, through the act or fault of one of the debtors of the indivisible obligation, its performance has become impossible, that debtor alone shall be liable for all damages.

Art. 1591. If, of two co-debtors of an act to be performed jointly, one is ready to perform it, and the other refuses or delays, the latter shall be solely liable for the damages resulting from the non-performance or delay of the
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TITLE 11.

Obligations with penalty clauses

Art. 1592. A penalty clause is one in which a person, in order to ensure the fulfillment of an obligation, subjects themselves to a penalty consisting of giving or doing something in the event of failure to perform or delay in performing the principal obligation.

CASE LAW [\[Show\]](#)

Art. 1593. The nullity of the principal obligation entails the nullity of the penalty clause, but the nullity of the latter does not entail the nullity of the principal obligation.

However, when one person makes a promise on behalf of another, imposing a penalty in the event that the latter fails to fulfill the promise, the penalty shall be valid, even if the principal obligation is void due to lack of consent by the latter.

The same shall apply when one stipulates with another in favor of a third party, and the person with whom the stipulation is made is subject to a penalty in the event of failure to fulfill the promise.

CASE LAW [\[Show\]](#)

Art. 1594. Before the debtor is in default, the creditor cannot demand at his discretion the principal obligation or the penalty, but only the principal obligation; nor, once the debtor is in default, can the creditor demand at the same time the fulfillment of the principal obligation and the penalty, but either one of the two at his discretion; unless it appears that the penalty has been stipulated for simple delay, or unless it has been stipulated that payment of the penalty does not extinguish the principal obligation.

CASE LAW [\[Show\]](#)

Art. 1595. Whether or not a term has been stipulated within which the principal obligation must be fulfilled, the debtor shall not incur the penalty unless he is in default, if the obligation is positive.

If the obligation is negative, the penalty shall be incurred from the moment the debtor performs the act that he has undertaken to refrain from doing.

CASE LAW [\[Show\]](#)

Art. 1596. If the debtor fulfills only part of the principal obligation and the creditor accepts this part, the creditor shall be entitled to a proportional reduction in the penalty stipulated for failure to fulfill the principal obligation.

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clarification: may contain words specific to the Spanish of the period.

Art. 1597. When the obligation contracted with a penalty clause is divisible, the penalty, like the principal obligation, is divided among the heirs of the debtor in proportion to their inheritance shares.

The heir who contravenes the obligation shall therefore incur that part of the penalty corresponding to his or her share of the inheritance; and the creditor shall have no recourse against the co-heirs who have not contravened the obligation.

An exception is made in cases where, having included the penalty clause with the express intention that payment could not be made in part, one of the heirs has prevented full payment: in such cases, the entire penalty may be demanded from that heir, or each heir may be required to pay their respective share, without prejudice to their right of recourse against the offending heir.

The same shall apply when the obligation contracted with a penalty clause is indivisible.

CASE LAW [\[Show\]](#)

Art. 1598. If the penalty is secured by a mortgage on real estate, the entire penalty may be enforced against that property, except for any claim for compensation against the person responsible.

CASE LAW [\[Show\]](#)

Art. 1599. The penalty shall be enforceable in all cases where it has been stipulated, without the debtor being able to argue that the non-performance of the agreement has not caused damage to the creditor or has produced a benefit for him.

CASE LAW [\[Show\]](#)

Art. 1600. Penalties and compensation for damages may not be claimed simultaneously, unless expressly stipulated; however, it shall always be at the discretion of the creditor to claim compensation or penalties.

CASE LAW [\[Show\]](#)

Art. 1601. When, under the main agreement, one of the parties undertook to pay a specific amount, equivalent to what the other party must provide, and the penalty also consists of the payment of a specific amount, a reduction may be requested from the second amount for any amount exceeding twice the first amount, including the first amount.

The foregoing provision does not apply to mutual agreements or to obligations of negligible or indeterminate value. In

the former case, the penalty may be reduced by the amount exceeding the maximum interest that may be stipulated.

In the latter case, it is left to the discretion of the judge to moderate it, when, considering the circumstances, it appears appropriate.

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Article 1610. If the obligation is to perform, and the debtor is in default, the creditor may request, together with compensation for the delay, any of the following three things, at his discretion:

1. That the debtor be compelled to perform the agreed act.
2. That he be authorized to have it performed by a third party at the debtor's expense.
3. That the debtor compensate him for the damages resulting from the breach of contract.

Article 1611. A promise to enter into a contract does not give rise to any obligation unless the following circumstances exist:

- 1a.) The promise is made in writing.
- 2a.) That the contract to which the promise refers is not one of those that the law declares invalid because it does not meet the requirements established in articles 1511 and 1502 of the Civil Code.
- 3a.) That the promise contains a term or condition that sets the time when the contract is to be concluded.
- 4a.) That the contract is determined in such a way that the only thing missing for it to be perfected is the transfer of the thing or the legal formalities.

The terms of a promised contract shall only apply to the subject matter that has been contracted.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1612. Any obligation not to do something shall be resolved by compensation for damages if the debtor contravenes and cannot undo what has been done.

If the thing done can be destroyed, and its destruction is necessary for the purpose intended at the time the contract was entered into, the debtor shall be obliged to do so, or the creditor shall be authorized to carry it out at the debtor's expense.

If the intended purpose can be achieved by other means, the debtor shall be heard and shall agree to provide them.

The creditor shall in any case be indemnified.

Article 1613. Compensation for damages includes actual damages and loss of profits, whether arising from non-performance of the obligation, imperfect performance, or delayed performance.

Exceptions are cases in which the law expressly limits it to actual damages.

Article 1614. Actual damage is understood to mean the damage or loss resulting from non-performance, imperfect performance, or delayed performance of the obligation; and loss of profits is understood to mean the profit or gain that is not realized as a result of non-performance, imperfect performance, or delayed performance of the obligation.

Article 1615. Compensation for damages is due from the moment the debtor is in default or, if the obligation is not to do something, from the moment of the breach.

Article 1616. If the debtor cannot be accused of fraud, he is only liable for damages that were foreseen or could have been foreseen at the time of the contract; but if there is fraud, he is liable for all damages.

(Note: The following text is a translation of the original Spanish text, which is partially obscured by a watermark. The watermark text is: "Nuestro trabajo es de los mejores en el mundo. No se puede copiar ni reproducir sin el consentimiento de los autores.")

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Article 1624. If none of the preceding rules of interpretation can be applied, ambiguous clauses shall be interpreted in favor of the debtor.

However, ambiguous clauses that have been extended or dictated by one of the parties, whether creditor or debtor, shall be interpreted against that party, provided that the ambiguity arises from a lack of explanation that should have been provided by that party.

TITLE 14.

Of the ways in which obligations are extinguished, and first of all of settlement or actual payment

Article 1625. Any obligation may be extinguished by an agreement in which the interested parties, being capable of freely disposing of their property, consent to render it null and void.

Obligations are also extinguished in whole or in part:

- 1° By settlement or actual payment; 2° By novation;
- 3° By settlement;
- 4° By remission;
- 5° By compensation;
- 6. By confusion;
- 7. By loss of the thing owed;
- 8. By declaration of nullity or rescission; 9. By the occurrence of a condition subsequent;
- 10. By prescription.

The transaction and prescription will be dealt with at the end of this Book; the resolutive condition has been dealt with in the title On Conditional Obligations.

CASE LAW [\[Show\]](#)

CHAPTER 1. cash payment in general

Article 1626. Cash payment is the provision of what is owed.

Article 1627. Payment shall be made in all respects in accordance with the terms of the obligation, without prejudice to the provisions of the law in special cases.

The creditor may not be compelled to accept anything other than what is owed to him, even on the pretext that what is offered is of equal or greater value.

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Article 1629. The expenses incurred in making the payment shall be borne by the debtor, without prejudice to the provisions of

i of what the Judge orders regarding legal costs.

CHAPTER 2

by whom payment may be made

Article 1630. Any person may pay on behalf of the debtor, even without his knowledge or against his will, and even against the creditor's wishes.

However, if the obligation is to perform a service, and if the debtor's aptitude or talent has been taken into consideration for the work in question, the work may not be performed by another person against the creditor's will.

Article 1631. Anyone who pays without the debtor's knowledge shall have no recourse other than to request reimbursement from the debtor for the amount paid; they shall not be deemed to have been subrogated by law in the place and rights of the creditor, nor may they compel the creditor to subrogate them.

Article 1632. Anyone who pays against the will of the debtor shall not be entitled to reimbursement from the debtor for the amount paid, unless the creditor voluntarily assigns his right to them.

Article 1633. Payment involving the transfer of ownership is not valid unless the person paying is the owner of the thing paid or pays with the consent of the owner. Nor is payment involving the transfer of ownership valid unless the person paying has the power to dispose of it.

However, when the thing paid for is fungible and the creditor has consumed it in good faith, the payment is valid, even if it was made by someone who was not the owner or did not have the power to dispose of it.

CHAPTER 3

To whom payment must be made

Article 1634. For the payment to be valid, it must be made either to the creditor himself (under whose name all those who have succeeded him in the credit, even on an individual basis, are understood to be included), or to the person authorized by law or by the judge to receive it on his behalf, or to the person appointed by the creditor to collect it.

Payment made in good faith to the person who was then in possession of the credit is valid, even if it later appears that the credit did not belong to him.

Article 1635. Payment made to a person other than those mentioned in the preceding Article is valid if the creditor ratifies it expressly or tacitly, being legally entitled to do so; or if the person who received the payment succeeds to the credit, as heir to the creditor, or under any other title.

When payment made to an incompetent person is ratified by the creditor, it shall be deemed valid from the outset.

Article 1636. Payment made to the creditor is void in the following cases:

1. If the creditor does not have control over their assets, unless it can be proven that the payment has been used for the creditor's benefit and that this benefit is justified in accordance with Article 1747.

2. Si se pague a un acreedor que no tiene el control de los bienes de su patrimonio, a menos que se demuestre que el pago se utilizó para el beneficio del acreedor y que este beneficio está justificado de acuerdo con el artículo 1747.

3. Si se paga al deudor, o a un tercero, en fraude de los acreedores, o a un acreedor que no tiene el control de los bienes de su patrimonio.

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Article 1637. Guardians and curators shall legitimately receive on behalf of their respective wards;

executors who had this special assignment or custody of the deceased's property; husbands for their wives, insofar as they have the administration of their property; parents for their children, under the same terms; tax collectors or collectors for communities or public establishments, for the treasury or the respective communities or establishments; and other persons who are authorized to do so by special law or judicial decree.

CASE LAW [\[Show\]](#)

Article 1638. The power of attorney to receive payment may be conferred by general power of attorney for the free administration of all the creditor's business, or by special power of attorney for the free administration of the business or businesses in which the payment is involved, or by a simple mandate communicated to the debtor.

Article 1639. Any person to whom the creditor entrusts the task may be a representative for collection and validly receive payment, even if at the time of conferral they do not have the administration of their assets or are not capable of having it.

Article 1640. The power conferred by the creditor on a person to sue the debtor in court does not in itself entitle that person to receive payment of the debt.

Article 1641. The power to receive on behalf of the creditor is not transferred to the heirs or representatives of the person appointed by him for this purpose, unless the creditor has so expressed.

Article 1642. The person designated by both contracting parties to receive payment does not lose this power by the sole will of the creditor, who may, however, be authorized by the judge to revoke this assignment in all cases where the debtor has no interest in opposing it.

Article 1643. If it has been stipulated that payment shall be made to the creditor himself or to a third party, payment made to either of the two is equally valid. The creditor may not prohibit payment to the third party, unless he has previously sued the debtor or can prove just cause for doing so.

Article 1644. The person appointed to receive payment becomes ineligible due to insanity or interdiction, due to having passed into the authority of a husband, due to having transferred property or having had execution imposed on all of it; and in general, due to all causes that cause a mandate to expire.

CHAPTER 4. where payment must be made

Article 1645. Payment must be made at the place designated by the agreement.

Article 1646. If no place of payment has been stipulated, and if it is a specific item, payment shall be made at the place where said item existed at the time the obligation was established.

However, if it is something else, payment shall be made at the domicile of the debtor.

Article 1647. If the creditor or debtor has changed their domicile between the conclusion of the contract and the Payment shall always be made at the place where it would be due without such change, unless the parties

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CHAPTER 5. how payment should be made

Article 1648. If the debt is of a certain body, the creditor must receive it in the state in which it is found; unless it has deteriorated and the deterioration is due to the act or fault of the debtor, or of the persons for whom the debtor is responsible; or unless the deterioration has occurred after the debtor has fallen into default, and is not due to a fortuitous event to which the thing would have been equally exposed in the creditor's possession.

In either of these two cases, the creditor may request the termination of the contract and compensation for damages; but if the creditor prefers to take the goods or if the deterioration does not appear to be significant, only compensation for damages shall be granted.

If the deterioration occurred before the debtor defaulted, but not through his own fault or action, but rather through that of another person for whom he is not responsible, payment of the item in its current condition is valid; however, the creditor may demand that the action brought by his debtor against the third party responsible for the damage be transferred to him.

Article 1649. The debtor may not compel the creditor to receive payment in installments, unless otherwise agreed, and without prejudice to the provisions of the law in special cases.

Full payment of the debt includes any interest and compensation owed.

Article 1650. If there is a dispute over the amount of the debt or its accessories, the judge may order payment of the undisputed amount while the matter is being decided.

Article 1651. If the obligation is to pay in installments, the payment shall be understood to be divided into equal parts, unless the contract specifies the part or installment to be paid at each installment.

Article 1652. When there are different debts between the same creditor and debtor, each of them may be satisfied separately; and consequently, the debtor of many years of a pension, rent, or fee may compel the creditor to receive payment for one year, even if he does not pay the others at the same time.

CHAPTER 6.

On the allocation of payment

Article 1653. If both principal and interest are owed, payment shall first be applied to the interest, unless the creditor expressly consents to its application to the principal.

If the creditor issues a letter of payment for the principal without mentioning the interest, the interest shall be presumed to have been paid.

Article 1654. If there are different debts, the debtor may allocate the payment to whichever he chooses; but without the consent of the creditor, he may not give preference to the debt that has not accrued over the one that has; and if the debtor does not allocate the payment to any particular debt, the creditor may make the allocation in the letter of payment; and if the debtor accepts it, he may not subsequently make any claim.

Article 1655. If neither party has allocated the payment, preference shall be given to the debt that was accrued at the time of payment over the one that was not; and if there is no difference in this regard, the debt chosen by the debtor shall prevail.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Code of Civil Procedure of 1970, of the time.

of payment by consignment

Article 1665. When the obligation has been irrevocably extinguished, the deposit may still be withdrawn if the creditor consents to it. But in this case, the obligation shall be regarded as entirely new; the co-debtors and guarantors shall remain exempt from it, and the creditor shall not retain the privileges or mortgages of his original credit. If, by agreement of the parties, the previous mortgages are renewed, they shall be re-registered, and their date shall be that of the new registration.

CHAPTER 8. Payment with subrogation

Article 1666. Subrogation is the transfer of the creditor's rights to a third party who pays him.

Art. 1667. A third party is subrogated to the rights of the creditor, either by virtue of the law or by virtue of an agreement with the creditor.

Article 1668. Subrogation is effected by operation of law, even against the will of the creditor, in all cases specified by law and especially for the benefit of:

- 1.° The creditor who pays another creditor with a better right by virtue of a privilege or mortgage;
- 2.° Of the person who, having purchased real estate, is obliged to pay the creditors to whom the real estate is mortgaged;
- 3.° The person who pays a debt to which he is jointly and severally or subsidiarily liable;
- 4.° The beneficiary heir who pays the debts of the estate with his own money;
- 5.° Those who pay someone else's debt, with the express or tacit consent of the debtor.
- 6.° From the person who has lent money to the debtor for payment, as recorded in a public deed of the loan, and also recorded in a public deed of payment, that the debt has been satisfied with the same money.

Art. 1669. Subrogation is effected by virtue of an agreement by the creditor when the latter, receiving payment of the debt from a third party, voluntarily subrogates him in all the rights and actions that correspond to him as such creditor; subrogation in this case is subject to the rule of assignment of rights and must be done in the letter of payment.

Article 1670. Subrogation, whether legal or conventional, transfers to the new creditor all the rights, actions, privileges, pledges, and mortgages of the former creditor, both against the principal debtor and against any third parties who are jointly and severally liable for the debt.

If the creditor has only been paid in part, he may exercise his rights in relation to the remaining amount owed, with preference over the person who has only paid part of the debt.

Article 1671. If several persons have lent money to the debtor for the payment of a debt, there shall be no preference between them, regardless of the dates of the various loans and subrogations.

CHAPTER 9. Payment by transfer of assets or by enforcement action by the creditor or creditors

Article 1672. The assignment of assets is the voluntary surrender by the debtor of all his assets to his creditor or creditors when, as a result of unavoidable circumstances, he is unable to pay ~~his~~ ^{his} debts. The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

Article 1673. This assignment of assets shall be admitted by the judge with full knowledge of the facts, and the debtor

may request it notwithstanding any stipulation to the contrary.

Article 1674. In order to obtain the assignment, it is incumbent upon the debtor to prove his innocence in the poor state of his business, provided that any of the creditors so require.

Article 1675. Creditors shall be obliged to accept the assignment, except in the following cases:

- 1.° If the debtor has knowingly sold, pawned, or mortgaged someone else's property as their own.
- 2.° If they have been convicted of theft or robbery, forgery, or fraudulent bankruptcy.
- 3.° If they have obtained debt relief or deferrals from their creditors.
- 4.° If they have squandered their assets.
- 5.° If they have not made a detailed and truthful statement of the state of their affairs, or have used any other fraudulent means to harm their creditors.

Article 1676. When the debtor has gambled an amount greater than what a prudent head of household would risk for entertainment in said game, it is a case in which squandering is presumed to have occurred.

Article 1677. The assignment shall include all the debtor's assets, rights, and shares, except those that are unattachable.

The following are not subject to seizure:

- 1) The legal or conventional minimum wage is not attachable.
- 2.) The bed of the debtor, that of his wife, those of the children who live with him and at his expense, and the clothing necessary for the shelter of all these persons.
- 3.) and 4.) Repealed.
- 5.) Military uniforms and equipment, according to their branch and rank.
- 6.) The tools of the debtor who is a craftsman or farm worker, necessary for his individual work.
- 7.) Food and fuel items in the debtor's possession, up to the amount necessary for the family's consumption for one month.
- 8) Property that the debtor holds in trust.
- 9) Rights whose exercise is entirely personal, such as rights of use and habitation.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 1678. The transfer of property has the following effects:

- 1.° Debts are extinguished up to the amount satisfied by the transferred assets.
- 2.° If the transferred assets are not sufficient to fully settle the debts, and the debtor subsequently acquires other assets, they are obliged to complete the payment with these.

The assignment does not transfer ownership of the debtor's assets to the creditors, but only the power to dispose of them or their fruits until their claims are paid.

Article 1679 The author of the law of 1873... 

Article 1680. Once the transfer of assets has been made, creditors may leave the administration of those assets to the debtor and make whatever arrangements they deem appropriate, provided that the majority of the creditors involved consent to this.

Article 1681. The agreement of the majority obtained in the manner prescribed by the laws of procedure shall be binding on all creditors who have been duly summoned.

However, privileged creditors, pledgees, or mortgagees shall not be prejudiced by the agreement of the majority if they have abstained from voting.

Article 1682. The assignment of assets shall not benefit joint and several or subsidiary co-debtors, nor those who accepted the debtor's inheritance without the benefit of inventory.

Article 1683. The provisions on assignment in Articles 1677 et seq. apply to the seizure of assets by enforcement action by a creditor or creditors.

CHAPTER 10.

Payment with the benefit of competence

Article 1684. Benefit of competence is that which is granted to certain debtors so that they are not obliged to pay more than they can reasonably afford, leaving them, consequently, with what is indispensable for a modest subsistence, according to their class and circumstances, and with the obligation to repay when their fortune improves.

Article 1685. The creditor is obliged to grant the benefit of competence:

- 1) To their descendants or ascendants, provided that the latter have not committed any offense against the creditor that is classified among the causes for disinheritance.
- 2.) To their spouse, provided they are not divorced through their own fault.
- 3) To their siblings, provided that they have not committed an offense against the creditor that is equally serious as those indicated as causes for disinheritance with respect to descendants or ascendants.
- 4) To his partners in the same case; but only in reciprocal actions arising from the partnership agreement.
- 5) The donor, but only insofar as it is a matter of enforcing the promised donation, and
- 6) To the debtor in good faith who has assigned his assets and is being pursued for the full payment of debts prior to the assignment in those he has subsequently acquired; but only those creditors in whose favor the assignment was made owe him this benefit.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1686. Alimony and benefits cannot be requested at the same time. The debtor shall choose.

TITLE 15.

Novation.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Article 1687. Novation is the replacement of a new obligation for a previous one, which is therefore extinguished. extinguished.

Article 1688. The attorney or agent may not novate unless he has special authority to do so, or has free administration of the principal's business or of the business to which the debt belongs.

Article 1689. For novation to be valid, both the original obligation and the novation contract must be valid, at least naturally.

Article 1690. Novation may be effected in three ways:

1. ° By substituting a new obligation for another, without the intervention of a new creditor or debtor.
2. ° By the debtor entering into a new obligation with respect to a third party, and the first creditor consequently declaring the debtor free from the original obligation.
3. ° By replacing the old debtor with a new one, who is consequently released.

This third type of novation may be effected without the consent of the first debtor. When it is effected with their consent, the second debtor is called the delegate of the first.

Article 1691. If the debtor merely appoints a person to pay on his behalf, or the creditor appoints a person to receive payment on his behalf, there is no novation.

Nor is there novation when a third party is subrogated to the rights of the creditor.

Article 1692. If the old obligation is pure and the new one is subject to a condition precedent, or if, on the contrary, the old one is subject to a condition precedent and the new one is pure, there is no novation while the condition is pending; and if the condition fails or if the old obligation is extinguished before its fulfillment, there will be no novation.

However, if the parties, when entering into the second contract, agree that the first shall be immediately abolished, without waiting for the fulfillment of the pending condition, the will of the parties shall prevail.

Article 1693. For novation to occur, it is necessary for the parties to declare it, or for it to be clear beyond doubt that their intention was to novate, because the new obligation involves the extinction of the old one.

If the intention to novate does not appear, the two obligations shall be regarded as coexisting, and the original obligation shall remain valid in all respects not opposed by the subsequent obligation, with the privileges and guarantees of the former remaining in force in that respect.

Article 1694. The substitution of a new debtor for another does not result in novation if the creditor does not express his willingness to release the original debtor. In the absence of such expression, it shall be understood that the third party is only appointed by the debtor to make the payment, or that said third party is jointly and severally liable with him, as may be inferred from the wording or spirit of the act.

Article 1695. If the delegate is substituted against his will to the delegator, there is no novation, but only an assignment of shares from the delegator to his creditor; and the effects of this act are subject to the rules of the assignment of shares.

Article 1696. A creditor who has released the original creditor shall not subsequently have any claim against him, even if the new debtor becomes insolvent, unless this case has been expressly reserved in the novation contract, or the insolvency was prior and public or known to the original debtor.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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Article 1697. The delegate who is substituted against his will to the delegator, if he is not promised to pay him in order to free himself from the false debt, he is obliged to fulfill his promise; but he will remain liable to

himself from the false debt, he is obliged to fulfill his promise; but he will remain liable to

except for his right against the delegating party to pay for him or reimburse him for what he has paid.

Article 1698. A person who was delegated by someone who believed himself to be a debtor but was not is not liable to the creditor, and if he pays on the assumption that the debt is genuine, he is in the same position vis-à-vis the delegating party as if the debt had been genuine, without prejudice to his right to claim restitution from the delegating party for the undue payment.

Article 1699. However the novation is made, the interest on the first debt is extinguished by it, unless otherwise stated.

Article 1700. Whether the novation is effected by the substitution of a new debtor or without it, the privileges of the first debt are extinguished by the novation.

Article 1701. Even if the novation is effected without the substitution of a new debtor, the pledges and mortgages of the original obligation do not pass to the subsequent obligation, unless the creditor and the debtor expressly agree to the reservation.

However, the reservation of pledges and mortgages of the original obligation is not valid when the pledged and mortgaged items belong to third parties who do not expressly agree to the second obligation.

Nor shall the reservation be valid insofar as the second obligation exceeds the first. If, for example, the first debt did not bear interest and the second did, the mortgage on the first shall not extend to the interest.

Article 1702. If the novation is effected by the substitution of a new debtor, the reservation cannot have effect on the assets of the new debtor, even with his consent.

If the novation is carried out between the creditor and one of his joint and several debtors, the reservation cannot have effect except in relation to the latter. Pledges and mortgages constituted by his joint and several co-debtors are extinguished despite any stipulation to the contrary, unless they expressly agree to the second obligation.

Article 1703. In cases and amounts where the reservation cannot take effect, pledges and mortgages may be renewed, but with the same formalities as if they were being constituted for the first time, and their date shall be that corresponding to the renewal.

Article 1704. The novation releases the joint and several or subsidiary co-debtors who have not agreed to it.

Article 1705. When the second obligation consists simply of adding or removing a species, genus, or quantity to the first, the subsidiary and joint co-debtors may be bound up to the amount agreed upon in both obligations.

Article 1706. If the new obligation is limited to imposing a penalty in the event of non-fulfillment of the first, and the first obligation and the penalty are enforceable together, the privileges, sureties, pledges, and mortgages shall remain in force up to the amount of the principal debt without the penalty.

However, if only the penalty is enforceable in the event of a breach, novation shall be extended from the moment the creditor demands only the penalty, and the privileges, pledges, and mortgages of the first obligation shall remain in force up to the amount of the principal debt without the penalty.

Historical note: The word "achraoria" is a typical word of the Spanish of the period.

Article 1707. The simple change of place for payment shall leave the privileges, pledges, and mortgages of the obligation and the liability of the joint and several co-debtors and subsidiary debtors in force, but without any new encumbrance.

Article 1708. The mere extension of the term of a debt does not constitute novation; but it terminates the liability of the guarantors and extinguishes the pledges and mortgages constituted on assets other than those of the debtor, unless the guarantors or the owners of the pledged or mortgaged assets expressly agree to the extension.

Article 1709. Nor does the mere reduction of the term constitute novation; but joint and several or subsidiary co-debtors may not be counterclaimed against until the originally stipulated term has expired.

Article 1710. If the creditor has consented to the new obligation on condition that the joint and several or subsidiary co-debtors agree to it, and if the joint and several or subsidiary co-debtors do not agree, the novation shall be deemed not to have taken place.

TITLE 16. Remission

Article 1711. The remission or forgiveness of a debt has no value unless the creditor is able to dispose of the thing that is the object of the debt.

Article 1712. Remission that arises from mere generosity is subject in all respects to the rules governing inter vivos gifts and requires registration in cases where inter vivos gifts require registration.

Article 1713. There is tacit remission when the creditor voluntarily delivers the title of the obligation to the debtor, or destroys or cancels it with the intention of extinguishing the debt. The creditor is allowed to prove that the delivery, destruction, or cancellation of the title was not voluntary or was not done with the intention of remitting the debt. But in the absence of such proof, it shall be understood that there was an intention to forgive it.

The remission of the pledge or mortgage is not sufficient to presume remission of the debt.

TITLE 17. Compensation

Article 1714. When two persons are debtors to each other, compensation shall operate between them to extinguish both debts, in the manner and in the cases to be explained.

Article 1715. Compensation is effected by the sole operation of the law, even without the knowledge of the debtors, and both debts are mutually extinguished up to the amount of their values, provided that both debts meet the following conditions:

- 1.^a That both are money or fungible or indeterminate things of the same kind and quality.
- 2.^a Both debts are liquid; and
- 3.^a That both are currently enforceable.

The waiting periods granted to the debtor prevent compensation; however, this provision does not apply to the period of **Nota** El texto de la Ley 84 de 1873, co retains the original wording published. For this reason, **X**
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clarification: may contain words specific to the Spanish of the period.

Article 1716. For compensation to be applicable, both parties must be mutually indebted.

Thus, the principal debtor cannot oppose his creditor, by way of compensation, what the creditor owes to the guarantor.

Nor can a debtor of a ward be required by the guardian or curator to offset what the guardian or curator owes him.

Nor may one of several joint and several debtors, when demanded, set off his debt against the claims of his co-debtors against the same creditor, unless the latter have assigned them to him.

Article 1717. The agent may set off against the principal's creditor not only the principal's claims but also his own claims against the same creditor, providing security that the principal will accept the set-off as valid. However, he may not set off what he himself owes to a third party against what that third party owes to the principal, unless the principal agrees to this.

Article 1718. A debtor who accepts without reservation the assignment by the creditor of his rights to a third party may not set off against the assignee the claims that he could have set off against the assignor prior to acceptance.

If the assignment has not been accepted, the debtor may oppose the assignee with all the claims that he had acquired against the assignor prior to being notified of the assignment, even if they did not become due until after the notification.

Article 1719. Notwithstanding the set-off by operation of law, a debtor who does not invoke it, being unaware of a claim that can be set off against the debt, shall retain, together with the claim itself, the sureties, privileges, pledges, and mortgages constituted for its security.

Article 1720. Set-off may not take place to the detriment of the rights of third parties.

Thus, once a claim has been seized, the debtor may not set it off to the detriment of the seizing party for any claim acquired after the seizure.

Article 1721. Set-off may not be opposed to a claim for the return of an item that has been unjustly taken from its owner, or to a claim for the return of a deposit or a loan for use, even if the item has been lost and only the obligation to pay for it in money remains.

Nor may compensation be opposed to a claim for damages for an act of violence or fraud, or to a claim for non-attachable alimony.

Article 1722. When there are many compensable debts, the same rules shall be followed for compensation as for the allocation of payment.

Article 1723. When both debts are not payable in the same place, neither party may oppose compensation, unless both debts are monetary and the party opposing compensation takes into account the costs of remittance.

TITLE 18.

Note The text of Law 84 of 1873 cDoneselarvcaolnafruesdiaocnción original published. For this reason, X

clarification: may contain words specific to the Spanish of the period.

Article 1724. When the same person is both creditor and debtor, a confusion occurs by law that extinguishes the debt and produces the same effects as payment.

Article 1725. The confusion that extinguishes the principal obligation extinguishes the guarantee; but the confusion that extinguishes the guarantee does not extinguish the principal obligation.

Article 1726. If the concurrence of the two capacities occurs only in part of the debt, there is no confusion and the debt is not extinguished, except in that part.

Article 1727. If there is confusion between one of several joint and several debtors and the creditor, the former may repeat against each of his co-debtors for the part or share that corresponds to them respectively in the debt. If, on the contrary, there is confusion between one of several joint creditors and the debtor, the former shall be liable to each of his co-creditors for the part or share that corresponds to them respectively in the credit.

Article 1728. The claims and debts of the heir who accepted with the benefit of inventory shall not be confused with the debts and claims of the estate.

TITLE 19. Loss of the thing owed

Article 1729. When the specific item owed perishes, either because it is destroyed, because it is no longer available on the market, or because it disappears and its existence is unknown, the obligation is extinguished, except for the exceptions provided for in the following articles.

Article 1730. Whenever the thing perishes in the possession of the debtor, it is presumed to have been due to his act or fault.

Article 1731. If the specific item perishes through the fault or during the default of the debtor, the obligation of the latter remains, but the object changes; the debtor is obliged to pay the price of the item and to compensate the creditor.

However, if the debtor is in default and the specific item perishes due to unforeseeable circumstances that would have occurred equally to said item in the creditor's possession, only compensation for the damages of the default shall be owed. But if the unforeseeable circumstances could not have occurred equally in the creditor's possession, the price of the item and the damages of the default shall be owed.

Article 1732. If the debtor has assumed liability for any fortuitous event, or for any particular event, the agreement shall be observed.

Article 1733. The debtor is obliged to prove the fortuitous event he alleges.

If, being in default, he claims that the specific item would have perished anyway in the creditor's possession, he shall also be obliged to prove it.

Article 1734. If the lost item, whose existence was unknown, reappears, the creditor may claim it, returning what he has received in consideration of its price.

Article 1735. The text states in the law and that it is not the
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representación de la propiedad

in the creditor's possession.

Article 1736. Although the debtor's obligation is extinguished due to the destruction of the item, the creditor may demand that the debtor assign to him the rights or actions that the debtor has against those whose act or fault caused the destruction of the item.

Article 1737. If the thing owed is destroyed by a voluntary act of the debtor, who was blamelessly unaware of the obligation, only the price shall be owed without any other compensation for damages.

Article 1738. The act or fault of the debtor includes the act or fault of the persons for whom he is responsible.

Article 1739. The destruction of the thing in the possession of the debtor, after it has been offered to the creditor, and during the latter's delay in receiving it, does not make the debtor liable except in cases of gross negligence or wilful misconduct.

TITLE 20. Nullity and rescission

Article 1740. Any act or contract that lacks any of the requirements prescribed by law for the validity of such act or contract according to its type and the quality or status of the parties shall be null and void.

Nullity may be absolute or relative.

CASE LAW [\[Show\]](#)

Article 1741. Nullity caused by an unlawful object or cause, and nullity caused by the omission of any requirement or formality prescribed by law for the validity of certain acts or contracts in consideration of their nature, and not the quality or status of the persons who execute or agree to them, are absolute nullities.

There is also absolute nullity in the acts and contracts of persons who are absolutely incapable. Any other type of defect produces relative nullity and gives the right to rescind the act or contract.

CASE LAW [\[Show\]](#)

Article 1742. Absolute nullity may and must be declared by the judge, even without a request from a party, when it is evident in the act or contract; it may be alleged by anyone with an interest in doing so; it may also be requested by the Public Prosecutor's Office in the interest of morality or the law. When it is not generated by an unlawful object or cause, it may be remedied by ratification of the parties and, in any case, by extraordinary prescription.

TEXT CORRESPONDING TO [\[Show\]](#)

CASE LAW [\[Show\]](#)

LEGISLATION ON CONTRACTS [\[Extra\]](#) **CLARIFICATION:** it may contain words specific to the Spanish of the time. X

Article 1743. Relative nullity cannot be declared by the judge or prefect except at the request of a party; nor can its declaration be requested by the Public Prosecutor's Office in the sole interest of the law; nor can it be alleged except by those in whose benefit the laws have established it, or by their heirs or assignees; and it can be remedied by the passage of time or by ratification of the parties.

The incapacity of a married woman who has acted without the authorization of her husband or, alternatively, of the judge or prefect, having been required to obtain it, is understood to be established for the benefit of the woman herself and her husband.

CASE LAW [\[Show\]](#)

Article 1744. If the incapacitated person acted with intent to induce the act or contract, neither they nor their heirs or assignees may claim nullity.

However, the assertion of greater age, or of the absence of interdiction or other cause of incapacity, shall not disqualify the incapacitated person from obtaining a declaration of nullity.

Article 1745. Acts and contracts of incapacitated persons, in which the necessary formalities and requirements have been complied with, may not be declared null and void or rescinded, except for the reasons that would entitle persons who freely administer their property to this benefit.

Public law corporations and legal persons are treated in the same way as persons under guardianship or curatorship with regard to the nullity of their acts or contracts.

Article 1746. Nullity pronounced in a judgment that has the force of res judicata gives the parties the right to be restored to the same state in which they would have been if the null act or contract had not existed, without prejudice to the provisions on unlawful objects or causes.

In the mutual restitutions to be made by the contracting parties by virtue of this ruling, each party shall be liable for the loss or deterioration of the goods, for interest and profits, and for the payment of necessary, useful, or voluptuous improvements, taking into consideration fortuitous events and the possession in good faith or bad faith of the parties; all in accordance with the general rules and without prejudice to the provisions of the following article.

Article 1747. If a contract entered into with an incapacitated person without the requirements of the law is declared null and void, the person who contracted with them may not demand restitution or reimbursement of what they spent or paid under the contract, unless they can prove that the incapacitated person became richer as a result.

The person shall be deemed to have become richer if the things paid for or acquired by means of them were necessary for them; or if the things paid for or acquired by means of them, which were not necessary for them, still exist and they wish to retain them.

Article 1748. Judicially pronounced nullity gives rise to an action for recovery against third-party possessors, without prejudice to legal exceptions.

Article 1749. When two or more persons have contracted with a third party, the nullity declared in favor of one of them

En el caso de violencia, este período de cuatro años se contará desde el día en que cesó la violencia; en el caso de

En el caso de violencia, este período de cuatro años se contará desde el día en que cesó la violencia; en el caso de

In the case of violence, this four-year period shall be counted from the day on which the violence ceased; in the case of

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Article 1759. Repealed.

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Article 1760. The lack of a public instrument cannot be replaced by other evidence in acts and contracts where the law requires such formality; and they shall be considered as not executed or entered into even if they promise to reduce them to a public instrument within a certain period of time, under a penalty clause; this clause shall have no effect whatsoever.

Except in the cases indicated in this article, an instrument that is defective due to the incompetence of the official or due to another defect in form shall be valid as a private instrument if it is signed by the parties.

Article 1761. Repealed.

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Article 1762. Repealed.

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Article 1763. Repealed.

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Article 1764. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1765. Repealed.

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Article 1766. Private deeds drawn up by the contracting parties to alter the terms agreed in a public deed shall not be effective against third parties.

Nor shall they have effect against third parties when no note has been made of their content in the margin of the original deed, the provisions of which are altered in the counter-deed, or in the transfer by virtue of which the third party has acted.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~the~~ ~~UueDdEe~~ ~~NcoCnTeAner~~ ~~[Mvoocsatbralor]~~ is typical of the Spanish language of the period.

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Article 1767. Repealed.

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Article 1768. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1769. Repealed.

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Article 1770. Repealed.

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TITLE 22.

On marriage settlements and marital partnership

CHAPTER 1. General rules

Article 1771. Marriage settlements are agreements entered into by spouses before marriage, relating to the property they bring into the marriage and any gifts or concessions they wish to make to each other, either now or in the future.

Article 1772. Marriage settlements shall be executed by public deed; however, when the property brought into the marriage by both spouses together does not exceed one thousand pesos, and the marriage settlement does not establish rights over real estate, it shall suffice for them to be recorded in a private deed, signed by the parties and by three witnesses domiciled in the territory. Otherwise, they shall be invalid.

Article 1773. Marriage settlements shall not contain stipulations contrary to good morals or the law. They shall not, therefore, be detrimental to the rights and obligations that the law assigns to each spouse with respect to the other or to their common descendants.

Article 1774. In the absence of a written agreement, the mere fact of marriage shall be understood to constitute a marital partnership in accordance with the provisions of this title.

Article 1775. Either spouse, provided they are capable, may renounce the marital property resulting from the dissolution of the marital partnership, without prejudice to third parties.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

real estate; however, for the subrogation to be valid, it will be necessary that the assets have been allocated for that purpose, in accordance with paragraph 2 of Article 1783, and that the deed of purchase of the property shows the investment of said assets and the intention to subrogate.

Article 1790. If one property is subrogated to another, and the sale price of the old property exceeds the purchase price of the new one, the partnership shall owe this excess to the subrogating spouse; and if, on the contrary, the purchase price of the new property exceeds the sale price of the old one, the subrogating spouse shall owe this excess to the partnership.

If two properties are exchanged and a cash balance is received, the company shall owe this balance to the subrogating spouse; if, on the contrary, a balance is paid, the spouse shall owe it to the company.

The same rule shall apply in the case of subrogation of real estate to securities.

However, there shall be no subrogation when the balance in favor of or against the company exceeds half the price of the property received, which shall then belong to the company's assets, with the company remaining liable to the spouse for the price of the property sold or for the securities invested, and the spouse retaining the right to effect the subrogation by purchasing another property.

Article 1791. Subrogation involving the wife's property also requires judicial authorization with full knowledge of the facts.

Article 1792. Property acquired during the partnership does not belong to it, even if it was acquired for valuable consideration, when the cause or title of the acquisition preceded it.

Consequently:

- 1.° Property that one of the spouses owned as lord before the partnership shall not belong to the partnership, even if the prescription or transaction by which it became truly theirs is completed or verified during the partnership.
- 2.° Nor shall property that was owned before the partnership on a defective title, but whose defect has been purged during the partnership by ratification or other legal remedy.
- 3.° Nor shall property that reverts to one of the spouses due to the nullity or termination of a contract, or due to the revocation of a donation.
- 4.° Nor property that is in dispute and of which one of the spouses has acquired peaceful possession during the partnership.
- 5.° Nor shall the right of usufruct consolidated with the property belonging to the same spouse belong to the partnership: the fruits shall belong only to the partnership.
- 6.° Any payments made to either spouse for credit capital accumulated prior to the marriage shall belong to the creditor spouse.

The same shall apply to interest accrued by one of the spouses before the marriage and paid afterwards.

Article 1793. Assets that should have been acquired by one of the spouses during the partnership but were not actually acquired until after the partnership was dissolved, either because they were not known about or because their acquisition or enjoyment was unjustly impeded, shall be deemed to have been acquired during the partnership.

The fruits that, without this ignorance or hindrance, should have been received by the partnership and that, after its dissolution, were returned to said spouse or their heirs, shall be considered as belonging to the partnership.

Article 1794. Remunerative gifts made to one or both spouses for services that did not give rise to an action against the person served do not increase the partnership's assets; but those made for services that did give rise to an action against that person increase the partnership's assets, up to the amount that could have been claimed for them and no more; unless such services were rendered prior to the partnership, in which case such gifts shall not be awarded to the partnership in any part.

Article 1795. To EdlatecxatnotiddeadladLeedyin8e4rodei d30sfilletdoadcacsiólansoerisgpiencialeps, hñctts, Pdoerretachoraszóí nqnes acquleareaxtiosrtiiearepnueednepcodnetrendeer cvuoacraqbulioesraprdoepilooss deqyjettoqdeqitsh /erse scyWbe resumed belong to it, unless the contrary appears or is proven.

Neither the declaration of one of the spouses claiming that something is theirs or owed to them, nor the confession of the other, nor both together, shall be considered sufficient proof, even if made under oath.

The confession, however, shall be regarded as a revocable donation, which, confirmed by the death of the donor, shall be executed, in his share of the marital property or in his own property, as appropriate.

However, the woman's clothing and all furniture for her personal use shall be considered to belong to her.

Paragraph. In consideration of the provisions of Article 1783 of the Civil Code, assets acquired by children and adolescents while they were minors shall be excluded from the marital property, regardless of the time of dissolution of the marital partnership.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1796. The partnership is obligated to pay:

- 1) All pensions and interest accrued, whether against the partnership or against either spouse, and accrued during the partnership.
 - 2.) <Number modified by Article 62 of Decree 2820 of 1974. The new text is as follows:>
 2. Debts and obligations incurred during its existence by the husband or wife that are not personal to either of them, such as those incurred for the establishment of children from a previous marriage.
- The partnership is therefore bound, with the same limitation, to the expense of any bond, mortgage, or pledge* constituted by either spouse.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1797. When something belonging to the husband or wife is sold, the partnership shall owe the price to the selling spouse, except insofar as said price has been invested in the subrogation referred to in Article 1789, or in another personal business of the spouse who owned the thing sold, such as the payment of their personal debts, or the establishment of their descendants from a previous marriage.

Article 1798. The husband or wife shall owe the partnership the value of any donation made from any part of the partnership's assets, unless it is of little value, considering the strength of the partnership's assets, or is made for a purpose of eminence piety or charity without causing serious damage to said assets.

Article 1799. If the husband or wife disposes of an asset belonging to the partnership due to death, the assignee of said asset may pursue it from the testator's estate, provided that the asset, in the division of the marital property, has been awarded to the testator's heirs; otherwise, they shall only have the right to pursue its price from the testator's estate.

Article 1800. Ordinary and extraordinary expenses for food, housing, marriage, and medical expenses for a common descendant shall be charged to the marital property, unless it is proven that the

Nota: El texto de la Ley 84 de 1873 con respecto a la redacción original fue: "El marido o la mujer no responderá de los gastos ordinarios de la familia, ni de los extraordinarios que se paguen de sus bienes propios." X

possibility that the extraordinary expenses will be charged to their assets insofar as they have been effectively useful to them, to

unless it is proven that the husband or wife, or both jointly, intended to pay for them from their own assets.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 1801. In general, the prices, balances, legal costs, and expenses of any kind incurred in the acquisition or collection of property, rights, or credits belonging to either spouse shall be presumed to have been paid by the partnership, unless proven otherwise, and shall be credited to it.

Therefore:

The spouse who acquires property by inheritance must compensate the partnership for all debts and inheritance or testamentary charges that he or she covers, and for all costs of acquisition, unless he or she proves that they have been covered with the same inherited property or with his or her own property.

Article 1802. Compensation shall also be due for expenses of any kind incurred in relation to the property of either spouse, insofar as such expenses have increased the value of the property and insofar as this value remains at the date of dissolution of the partnership, unless this increase in value exceeds the amount of the expenses, in which case only the amount of the expenses shall be due.

Article 1803. In general, compensation shall be paid to the partnership for any gratuitous and substantial expenditure in favor of a third party who is not a common descendant.

Article 1804. Each spouse shall also compensate the partnership for any damages caused to it through willful misconduct or gross negligence, and for any fines or monetary reparations imposed on them for any crime.

CHAPTER 3.

on the ordinary administration of the property of the marital partnership

Art. 1805. The husband is the head of the marital partnership and, as such, freely administers the partnership's property and that of his wife, subject, however, to the obligations imposed on him by this title and those he has contracted through the marriage contract.

Art. 1806. The husband is, with respect to third parties, the owner of the marital property, as if it and his own property formed a single estate, so that during the marriage, the husband's creditors may pursue both his property and the marital property, without prejudice to any payments or compensation that the husband may owe to the marital partnership or the marital partnership may owe to the husband as a result.

Creditors may, however, pursue their rights over the wife's property by virtue of a contract entered into by them with the husband, provided that it is proven that the contract was assigned for the wife's personal benefit, such as in the payment of her debts prior to the marriage.

Art. 1807. Any debt incurred by the wife with general or special authority, or with the express or tacit authorization of the husband, is, with respect to third parties, a debt of the husband, and therefore of the partnership, and the creditor may not pursue payment of this debt from the wife's own property, but only from the property

of the partnership. The text of the article may contain words typical of the Spanish language of the period.

However, the lease may last longer if so stipulated by the husband and wife jointly, and the judge or prefect may substitute for the wife's intervention when she is unable to provide it.

CHAPTER 4.

Extraordinary administration of the marital partnership

Art. 1814. A woman who, in the event of her husband's incapacitation or long absence without communication with his family, has been appointed guardian of her husband or guardian of his property, shall by that very fact have the administration of the marital partnership.

Art. 1815. A woman who has the administration of the partnership shall administer with the same powers as her husband and may, in addition, perform on her own the acts for which the husband's consent is required by law, obtaining special authorization from the judge or prefect in cases where the husband would have been required to request it.

However, without special authorization from the court, after prior knowledge of the facts, she may not dispose of her husband's real estate, encumber it with mortgages or censuses, subrogate it, or accept, except with the benefit of inventory, an inheritance deferred to her husband.

Any act in contravention of these restrictions shall be null and void, and she shall be liable with her property in the same way as her husband would be with his if he abused his administrative powers.

Art. 1816. All acts and contracts of the woman administrator, which are not prohibited by the preceding article, shall be regarded as acts and contracts of the husband, and shall therefore be binding on the partnership and the husband, unless it appears or is proven that such acts and contracts were made in the woman's personal business.

Art. 1817. The female administrator may lease the husband's property, and the husband or his descendants shall be bound to comply with the lease for a period of time not exceeding the limits set forth in paragraph 1 of Article 1813.

However, this lease may last longer if the woman has been specially authorized by the court to stipulate this, after providing useful information.

Art. 1818. A woman who does not wish to take on the administration of the marital partnership or submit to the direction of a guardian may request the separation of property; in this case, the provisions of Title 9, Chapter 3, Book One shall be observed, replacing the approval of the husband with that of the court in cases where the latter is required.

Art. 1819. Once the cause for extraordinary administration referred to in the preceding articles has ceased, the husband shall regain his administrative powers, subject to a court order.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

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CHAPTER 5.

On the dissolution of the marital partnership and the division of marital property

Article 1820. The marital partnership is dissolved:

1. By the dissolution of the marriage.
2. By legal separation, unless it is based on the mutual consent of the spouses and is temporary, in which case they express their desire to maintain it.
3. By a judgment of separation of property.
4. By the declaration of nullity of the marriage, except in the case where the nullity has been declared on the basis of the provisions of paragraph 12 of Article 140 of this Code. In this event, no marital partnership is formed, and
5. By mutual agreement of the spouses, recorded in a public deed, which shall include an inventory of the marital property and debts and their liquidation. However, the spouses shall be jointly and severally liable to creditors with claims prior to the registration of the deed of dissolution and liquidation of the marital partnership. In order to be enforceable against third parties, the aforementioned deed must be registered in accordance with the law. The provisions of this paragraph shall apply to the liquidation of the marital partnership dissolved by divorce or legal separation.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1821. Once the company has been dissolved, an inventory and appraisal of all the assets it used or was responsible for shall be drawn up immediately, within the time limit and in the manner prescribed for succession due to death.

Art. 1822. Repealed.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1823. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1824. Whichever of the two spouses or their heirs has maliciously concealed or misappropriated any property belonging to the partnership shall forfeit their share in that property and shall be obliged to return double the amount.

Art. 1825. Everything that the spouses have shall be imaginatively added to the marital property. debtors to the partnership, by way of reward or compensation, according to the rules given above.

clarification: it may contain words specific to the Spanish of the time.

X

or

certain items belonging to them, and the prices, balances, and rewards that constitute the remainder of their

Assets.

The restitution of certain items or bodies shall be made as soon as possible after the completion of the inventory and appraisal; and the payment of the remainder of the assets shall be made within one year from said completion. The judge or prefect may, however, extend or restrict this period at the request of the interested parties, after hearing the case.

Art. 1827. Losses or damage to said specific items or bodies shall be borne by the owner, unless they are due to fraud or gross negligence on the part of the other spouse, in which case the latter shall compensate for them.

For any increase resulting from natural causes independent of human industry, nothing shall be owed to the company.

Art. 1828. Any profits outstanding at the time of restitution, and all those received since the dissolution of the company, shall belong to the owner of the respective species.

The fruits received from the company's assets since the dissolution of the company shall be added to the company's assets.

Art. 1829. The wife shall make the deductions referred to in the preceding articles before the husband; and those consisting of money, whether belonging to the wife or the husband, shall be executed on the money and movable property of the partnership, and subsidiarily on its immovable property.

If the assets of the partnership are insufficient, the wife may make the deductions to which she is entitled from the husband's own assets, chosen by mutual agreement. If no agreement is reached, the judge or prefect shall choose.

Art. 1830. Once the aforementioned deductions have been made, the remainder shall be divided equally between the two spouses.

Art. 1831. Testamentary bequests made by the deceased spouse shall not be imputed to the surviving spouse's half of the marital property, unless the deceased spouse has so ordered; but in such a case, the surviving spouse may repudiate them if he or she prefers to abide by the result of the partition.

Art. 1832. The division of marital property shall be subject to the rules laid down for the partition of inherited property.

Art. 1833. The wife shall not be liable for the debts of the partnership, except to the extent of her half of the marital property.

However, in order to enjoy this benefit, she must prove the excess of the contribution required of her over her half of the marital property, either by inventory and appraisal or by other authentic documents.

Article 1834. The husband is liable for all debts incurred by the partnership, except for his claim against his wife.

Nota: Este artículo fue publicado en el Boletín de la Ley de 1873, con el número 187, en la página 187. Este artículo fue publicado en el Boletín de la Ley de 1873, con el número 187, en la página 187.

clarification: it may contain words specific to the Spanish language of the period.

Art. 1835. The spouse who, as a result of a mortgage or pledge constituted on an asset

that has fallen to him in the division of the marital property, pays a debt of the company, shall have recourse against the other spouse for reimbursement of half of what he pays; and if he pays a debt of the other spouse, he shall have recourse against him for reimbursement of all that he pays.

Art. 1836. The heirs of each spouse shall enjoy the same rights and be subject to the same actions as the spouse they represent.

CHAPTER 6.

On the renunciation of community property by the wife after the dissolution of the partnership

Art. 1837. Incapacitated spouses and their heirs in the same situation may only renounce the marital property with judicial authorization.

The provisions of Articles 1838, 1840, and 1841 shall apply to both the husband and the wife.

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1838. The wife may renounce as long as she has not taken possession of any part of the marital property.

Once the waiver has been made, it may not be rescinded unless it is proven that the wife or her heirs were induced to waive their rights by deception or by a justifiable error regarding the true state of the company's affairs.

This rescission action shall be time-barred four years after the dissolution of the partnership.

Article 1839. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Art. 1840. A woman who renounces her rights retains her rights and obligations to the rewards and compensation mentioned above.

Art. 1841. If only some of the woman's heirs renounce their rights, the shares of those who renounce shall accrue to the husband's share.

CHAPTER 7.

on dowries and gifts on account of marriage

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Art. 1842. Las donaciones de un esposo a otro antes de celebrarse el matrimonio, y los donativos que se hacen a claratoria, pueden tener vocación propia de la sociedad de aq época. X

made by a third party to either spouse before or after the marriage is celebrated
Marriage, and in consideration thereof, are generally referred to as gifts for the sake of marriage.

Art. 1843. Promises made by one spouse to the other before the marriage is celebrated and in consideration thereof, or made by a third party to one of the spouses in consideration of the marriage, shall be subject to the same rules as gifts of the present, but must be recorded in a public deed or by confession of the third party.

Art. 1844. Neither spouse may make a gift to the other on account of marriage, except up to the value of one-fourth of the property they bring into the marriage.

Art. 1845. Gifts on account of marriage, whether they are classified as a dowry, a deposit, or by any other name, may be subject to terms, conditions, and any other lawful stipulations, and are subject to the general rules governing gifts, in all matters not contrary to the special provisions of this title.

In all cases, the condition is that the marriage be celebrated or have been celebrated.

Art. 1846. Once the marriage has been declared null and void, all gifts made on the basis of that marriage to the person who entered into it in bad faith may be revoked, provided that the gift and its cause are recorded in a public deed.

In the deed of the donating spouse, the cause of marriage is always presumed, even if it is not expressly stated. The putative spouse who also contracted in bad faith shall not be entitled to this revocation action.

Art. 1847. In gifts between living persons or testamentary bequests on the grounds of marriage, the condition subsequent of the donee or beneficiary failing to leave an estate, or any other condition not expressly stated in the respective instrument or prescribed by law, shall not be understood.

Art. 1848. If, due to the actions of one of the spouses, the marriage is dissolved before it is consummated, the gifts made to that spouse on account of the marriage may be revoked under the terms of Article 1846.

The spouse whose action caused the dissolution of the marriage shall not be entitled to this revocation.

TITLE 23

On sale

Art. 1849. A sale is a contract in which one party undertakes to give a thing and the other to pay for it in money. The former is said to sell and the latter to buy. The money that the buyer gives for the thing sold is called the price.

Art. 1850. When the price consists partly of money and partly of something else, it shall be understood to be a barter if the thing

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Fruits and flowers still on the tree, trees whose wood is sold, materials from a building that is going to be demolished, materials that naturally adhere to the ground, such as stones and minerals of all kinds, are not subject to this exception.

Art. 1858. If the contracting parties stipulate that the sale of items other than those listed in paragraph 2 of the preceding article shall not be deemed complete until the execution of a public or private deed, either party may withdraw from the contract until the deed has been executed or the delivery of the item sold has begun.

Art. 1859. If the sale is made with a deposit, that is, by giving an item as security for the conclusion or performance of the contract, it is understood that each of the contracting parties may withdraw from the contract; the party who has given the deposit shall forfeit it, and the party who has received it shall return it doubled.

Art. 1860. If the contracting parties have not set a period within which they may withdraw, forfeiting the deposit, there shall be no right of withdrawal after two months following the agreement, or after the public deed of sale has been executed or delivery has begun.

Art. 1861. If earnest money is expressly given as part of the price, or as a sign of agreement between the contracting parties, the sale shall be perfected, without prejudice to the provisions of Article 1857, paragraph 2.

If none of these expressions are stated in writing, it shall be presumed by law that the contracting parties reserve the right to withdraw in accordance with the two preceding articles.

Art. 1862. The costs of the deed of sale shall be divided between the seller and the buyer, unless the contracting parties stipulate otherwise.

Art. 1863. The sale may be pure and simple, or subject to a suspensive or resolutive condition. It may be made on credit for the delivery of the goods or the price.

It may have as its object two or more alternative items.

In all these respects, it is governed by the general rules of contracts, insofar as they are not modified by those of this title.

CHAPTER 3 Price

Art. 1864. The sale price must be determined by the contracting parties.

This determination may be made by any means or indications that establish it.

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Art. 1865. The price may also be left to the discretion of a third party; and if the third party does not determine it, any other person agreed upon by the contracting parties may do so; if no agreement is reached, there shall be no sale.

The price may not be left to the discretion of one of the contracting parties.

CHAPTER 4. of the thing sold

Art. 1866. All tangible or intangible things may be sold, provided that their transfer is not prohibited by law.

Art. 1867. The sale of all present or future goods, or of both, whether sold in whole or in part, shall be null and void; but the sale of all species, kinds, and quantities designated by public deed shall be valid, even if it extends to everything the seller possesses or expects to acquire, provided that it does not include illegal objects.

Items not included in this designation shall be understood not to be included in the sale; any stipulation to the contrary shall be null and void.

Art. 1868. If the item is jointly owned by two or more persons, between whom there is no partnership agreement, each of them may sell their share, even without the consent of the others.

Art. 1869. The sale of items that do not exist but are expected to exist shall be understood to be made on the condition that they exist, unless otherwise stated, or unless the nature of the contract indicates that the purchase was made on spec.

Art. 1870. The sale of an item that is presumed to exist at the time the contract is concluded but does not exist shall have no effect.

If a considerable part of it was missing at the time the contract was concluded, the buyer may, at his discretion, withdraw from the contract or consider it valid, paying the price at a fair valuation.

Anyone who knowingly sold something that did not exist in whole or in a considerable part shall compensate the buyer in good faith for any damages.

Art. 1871. The sale of another'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 passage of time.

CASE LAW [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Art. 1870** is a **public deed** and **Art. 1871** is a **public deed**.

X

The natural fruits, pending at the time of sale, and all fruits, both natural and civil, that the thing subsequently produces, shall belong to the buyer, unless it has been stipulated that the thing shall be delivered after a certain period of time or in the event of a certain condition; for in these cases the fruits shall not belong to the buyer until the term has expired or the condition has been fulfilled.

Everything stated in this article may be modified by express stipulations of the contracting parties.

CHAPTER 5. Immediate effects of the contract of sale

Art. 1873. If someone sells the same item separately to two people, the buyer who has taken possession shall have preference over the other; if delivery has been made to both, the one to whom delivery was made first shall have preference; if delivery has not been made to either, the oldest title shall prevail.

Art. 1874. The sale of another's property, ratified afterwards by the owner, confers on the buyer the rights of the owner from the date of the sale.

CASE LAW [\[Show\]](#)

Art. 1875. If a thing belonging to another is sold and delivered to another, and the seller subsequently acquires ownership of it, the buyer shall be regarded as the true owner from the date of delivery.

Consequently, if the seller sells it to another person after acquiring ownership, the first buyer shall retain ownership of it.

CASE LAW [\[Show\]](#)

Art. 1876. The loss, deterioration, or improvement of the specific item or body being sold belongs to the buyer from the moment the contract is finalized, even if the item has not been delivered, unless it is sold under a suspensive condition and the condition is fulfilled, in which case, if the item is completely destroyed while the condition is pending, the loss will be borne by the seller, and the improvement or deterioration will belong to the buyer.

Art. 1877. If an item is sold that is usually sold by weight, count, or measure, but is designated in such a way that it cannot be confused with another portion of the same item, such as all the wheat contained in a certain granary, the loss, deterioration, or improvement shall belong to the buyer, even if the item has not been weighed, counted, or measured, provided that the price has been adjusted.

If, of the items that are usually sold by weight, count, or measure, only an indeterminate part is sold, such as ten hectoliters of wheat from the contents of a certain granary, the loss, deterioration, or improvement shall not

reñecerá al comprador, sino después de haberse consumado el precio de haberse pagado, o tanto
 El texto de la Ley 84 de 1873 conserva la redacción original publicada a Portal razón,
 medida de la parte.
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Art. 1878. If the seller and buyer agree on the price and set a date for weighing, counting, or measuring, and one or the other fails to appear on that date, the latter shall be obliged to compensate the other for any damages resulting from their negligence; and the seller or buyer who did not miss the appointment may, if they so wish, withdraw from the contract.

Art. 1879. If it is stipulated that the sale is on a trial basis, it is understood that there is no contract until the buyer declares that he is satisfied with the item in question, and any loss, deterioration, or improvement in the meantime belongs to the seller.

Without the need for an express stipulation, it is understood that the sale of all items that are customarily sold in this manner is on a trial basis.

CHAPTER 6. on the obligations of the seller, and primarily on the obligation to deliver

Art. 1880. The obligations of the seller are generally reduced to two: delivery or transfer, and the warranty of the item sold.

The transfer shall be subject to the rules set forth in Title VI of Book II.

Art. 1881. The seller is naturally responsible for the costs incurred in making the item available for delivery, and the buyer is responsible for the costs incurred in transporting it after delivery.

Art. 1882. The seller is obliged to deliver the item sold immediately after the contract, or at the time specified therein.

If the seller, through his own fault or negligence, has delayed delivery, the buyer may, at his discretion, either continue with the contract or withdraw from it, and in either case shall be entitled to compensation for damages in accordance with the general rules.

All of which is understood if the buyer has paid or is ready to pay the full price or has agreed to pay in installments.

However, if after the contract the buyer's fortune has diminished considerably, so that the seller is in imminent danger of losing the price, delivery may not be demanded even if a term for payment of the price has been stipulated, unless payment is made or secured.

Art. 1883. If the buyer is in default of receipt, he shall pay the seller the rent for the warehouses, barns, or vessels in which the goods sold are contained, and the seller shall be relieved of the ordinary care of preserving the goods and shall only be liable for fraud or gross negligence.

Art. 1884. The seller is obliged to deliver what is stated in the contract.

Art. 1885. The seller is obliged to deliver the item sold in accordance with the contract, and if the item is not delivered, the seller shall be liable for the damages resulting therefrom.

Art. 1886. The sale of a property naturally includes all accessories that, according to articles 658 et seq., are considered immovable.

Art. 1887. Rural property may be sold in relation to its capacity, or as a specific type or body.

It is sold in relation to its size, provided that this is expressed in any way in the contract, unless the parties declare that they do not intend to make any difference in price, even if the actual size is greater or less than the size stated in the contract.

It is irrelevant whether a total price is set directly or whether it is deduced from the size or number of measurements expressed and the price of each measurement.

It is also irrelevant whether a total capacity is stated or the capacities of the various portions of different qualities and prices contained in the property, provided that these data result in the total price and total capacity.

The same applies to the sale of two or more properties in a single transaction. In all other cases, the property or properties shall be understood to be sold as a single entity.

Art. 1888. If the property is sold in relation to its area, and the actual area is greater than the declared area, the buyer must increase the price proportionally, unless the price of the excess area exceeds one-tenth of the price of the actual area. In which case the buyer may, at his discretion, either increase the price proportionally or withdraw from the contract; and if he withdraws, he shall be compensated for damages in accordance with the general rules.

If the actual capacity is less than the declared capacity, the seller shall make up the difference; if this is not possible or is not required, the seller shall suffer a proportional reduction in the price; but if the price of the missing area amounts to more than one-tenth of the price of the entire area, the buyer may, at his discretion, either accept the reduction in price or withdraw from the contract under the terms of the preceding paragraph.

Art. 1889. If the property is sold as a specific entity, neither the buyer nor the seller shall have the right to request a reduction or increase in the price, regardless of the size of the property.

However, if it is sold with boundaries marked, the seller shall be obliged to deliver everything included within them, and if he cannot or is not required to do so, the provisions of the preceding article shall apply.

Art. 1890. The actions provided for in the two preceding articles shall expire one year after delivery.

Art. 1891. The rules set forth in the aforementioned articles apply to any item or set of items or goods.

clarification: it may contain words specific to the Spanish of the time.

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claim damages
in their case.

CHAPTER 7.**On the obligation to remedy defects and, first and foremost, on remedies for eviction**

Art. 1893. The obligation of warranty comprises two objects: to protect the buyer in the ownership and peaceful possession of the thing sold, and to be liable for its hidden defects, called *redhibitory* defects.

Art. 1894. Eviction of the purchased item occurs when the buyer is deprived of all or part of it by court order.

Art. 1895. The seller is obliged to remedy all evictions that have a cause prior to the sale, unless otherwise stipulated.

Art. 1896. The action for indemnification is indivisible. It may therefore be brought jointly and severally against any of the seller's heirs. However, since the obligation to protect the buyer's possession is followed by the obligation to compensate him in money, the action is divided, and each heir is liable only in proportion to his share of the inheritance. The same rule applies to sellers who have disposed of the thing by a single act of sale.

Art. 1897. The person from whom a purchased item is claimed may bring against the third party from whom the seller acquired it the action for warranty that would be available to the seller against that third party if the seller had remained in possession of the item.

Art. 1898. Any agreement exempting the seller from the warranty against eviction is null and void, provided that there has been bad faith on his part in that agreement.

Art. 1899. A buyer who is sued for the item sold for a reason prior to the sale must summon the seller to appear to defend it.

This summons shall be issued within the time limit specified by procedural law.

If the buyer fails to summon the seller, and the item is evicted, the seller shall not be obliged to remedy the situation; and if the summoned seller fails to appear to defend the item sold, he shall be liable for the eviction, unless the buyer has failed to raise any defense or objection on his part, and the item has therefore been evicted.

Art. 1900. The provisions of the preceding article and those following it shall also apply to the buyer who, in order to exclude the purchased item from foreclosure or bankruptcy proceedings against a third party, or to recover possession of the same item when he has lost it through no fault of his own, must appear as a plaintiff in the corresponding lawsuit.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,  **Diagnóstico** Vocabulary specific to the Spanish of the period.

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TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1902. If the seller does not raise any defense and agrees to the remedy, the buyer may nevertheless maintain the defense on his own behalf; and if he is unsuccessful, he shall not be entitled to demand reimbursement from the seller for the costs incurred in defending himself, nor for the fruits received during said defense and paid to the owner.

Art. 1903. The obligation to remedy defects shall cease in the following cases:

- 1.° If the buyer and the person claiming the item as theirs submit to arbitration without the seller's consent, and the arbitrators rule against the buyer.
- 2.° If the buyer lost possession through his own fault, and this resulted in eviction.

Art. 1904. The remedy for eviction, to which the seller is obliged, includes:

- 1.° The refund of the price, even if the item is worth less at the time of eviction.
- 2.° The legal costs of the contract of sale that have been paid by the buyer.
- 3.° The value of the fruits that the buyer was obliged to return to the owner, without prejudice to the provisions of Article 1902.
- 4.° The costs incurred by the buyer as a result of and in connection with the lawsuit, without prejudice to the provisions of the same article.
- 5.° The increase in value that the evicted property has acquired in the buyer's possession, even for natural reasons or due to the mere passage of time.

All with the following limitations.

Art. 1905. If the lower value of the item is due to deterioration from which the buyer has benefited, the appropriate discount shall be made in the refund of the price.

Art. 1906. The seller shall be obliged to reimburse the buyer for the increase in value resulting from necessary or useful improvements made by the buyer, unless the person who obtained the eviction has been ordered to pay for them.

A seller acting in bad faith shall also be obliged to reimburse the cost of any unnecessary improvements.

Art. 1907. The increase in value due to natural causes or time shall not be paid in excess of one-fourth of the sale price, unless the seller is proven to be acting in bad faith, in which case he shall be obliged to pay the entire increase in value, regardless of the cause.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Art. 1908: En su venta, el vendedor responde por el precio de la cosa vendida. The seller is obliged to the eviction suffered by the item sold, to do anything other than return the price obtained from the sale. X

3rd If the seller did not disclose them, and they are such that the buyer could have been unaware of them without gross negligence on his part, or such that the buyer could not have easily known about them due to his profession or trade.

Art. 1916. If it has been stipulated that the seller is not obliged to remedy hidden defects in the item, he shall nevertheless be obliged to remedy those of which he was aware and which he did not disclose to the buyer.

Art. 1917. Redhibitory defects entitle the buyer to demand either the rescission of the sale or a reduction in price, as he sees fit.

Art. 1918. If the seller knew about the defects and did not declare them, or if the defects were such that the seller should have known about them due to their profession or trade, they will be obliged not only to refund or reduce the price, but also to compensate for damages; but if the seller was not aware of the defects, nor were they such that he should have been aware of them due to his profession or trade, he shall only be obliged to refund or reduce the price.

Art. 1919. If the defective item has perished after the sale contract has been perfected, the buyer shall not lose the right to a reduction in price, even if the item has perished in his possession and through his fault.

However, if it has perished as a result of a defect inherent in it, the rules of the preceding article shall apply.

Art. 1920. The parties may, by contract, make defects that are not naturally so, redhibitory.

Art. 1921. When two or more items are sold together, whether a price has been agreed for the whole or for each of them, redhibitory action shall only be possible for the defective item and not for the whole, unless it appears that the whole would not have been purchased without that item, as when a team, yoke, or pair of animals, or a set of furniture is purchased.

Art. 1922. Redhibitory action does not apply to forced sales made by judicial authority. However, if the seller, unable or not obliged to be unaware of the defects of the item sold, has not declared them at the buyer's request, redhibitory action and compensation for damages shall apply.

Art. 1923. The action for redhibition shall last six months with respect to movable property and one year with respect to real estate, in all cases where special laws or the stipulations of the contracting parties have not extended or restricted this period. The time shall be counted from the actual delivery.

Art. 1924. Once the action for rescission has expired, the buyer shall still be entitled to request a reduction in price and compensation for damages, in accordance with the preceding rules.

Art. 1925. If the seller is not aware of the defects of the item sold, he shall not be liable for damages, but he shall be liable for the reduction in price and the rescission of the sale. If the seller is aware of the defects of the item sold, he shall be liable for damages, the reduction in price and the rescission of the sale.

Art. 1926. The action to request a price reduction, whether in the case of Article 1915 or Article 1925, shall expire in one year for movable property and in eighteen months for real estate.

Art. 1927. If the purchase was made to send the item to a distant location, the action for a price reduction shall be time-barred one year from delivery to the consignee, plus the period of time corresponding to the distance.

However, it shall be necessary that the buyer, in the time between the sale and the shipment, could have been unaware of the defect in the item, without negligence on his part.

CHAPTER 9. The obligations of the buyer.

Art. 1928. The buyer's main obligation is to pay the agreed price.

Art. 1929. The price shall be paid at the place and time stipulated, or at the place and time of delivery, unless otherwise stipulated.

However, if the buyer is disturbed in the possession of the item, or proves that there is a real action against it that the seller did not inform him of before the contract was concluded, he may deposit the price with the authority of the court, and the deposit shall remain in place until the seller ceases the disturbance or guarantees the outcome of the trial.

Art. 1930. If the buyer is in default of payment of the price at the place and time agreed, the seller shall be entitled to demand payment of the price or rescission of the sale, with compensation for damages.

Art. 1931. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1932. The termination of the sale due to non-payment of the price shall entitle the seller to retain the deposit, or to demand double the amount, and also to be reimbursed for the fruits, either in full if no part of the price has been paid, or in proportion to the part of the price that has not been paid.

The buyer, in turn, shall be entitled to a refund of the portion of the price paid.

For the payment of expenses to the buyer and damages to the seller, the former shall be considered to be acting in bad faith, unless he can prove that he has suffered, through no fault of his own, such great losses that it has become impossible for him to fulfill the agreement.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **acuerdo de compra y venta** is not a **compraventa** typical of the Spanish of the time.

X

Art. 1933. The resolution for non-payment of the price does not give the seller any rights against third-party possessors, except in accordance with articles 1547 and 1548.

Art. 1934. If the deed of sale states that the price has been paid, no evidence to the contrary shall be admitted except for the nullity or falsification of the deed, and only by virtue of this evidence shall there be any action against third-party possessors.

CHAPTER 10. of the forfeiture clause.

Art. 1935. The *forfeiture clause* expressly stipulates that if the price is not paid at the *agreed* time, the contract of sale shall be terminated.

This stipulation is always understood to be included in the contract of sale, and when it is expressly stated, it is called a forfeiture clause and has the following effects:

Art. 1936. The forfeiture clause does not deprive the seller of the choice of actions granted to him by Article 1930.

Art. 1937. If it is stipulated that failure to pay the price at the agreed time shall *ipso facto* terminate the contract of sale, the buyer may nevertheless keep it in force by paying the price no later than twenty-four hours after judicial notification of the claim.

Art. 1938. The penalty clause shall expire at the end of the period agreed by the parties, provided that it does not exceed four years from the date of the contract.

After these four years have elapsed, it shall necessarily expire, whether a longer period or no period has been stipulated.

CHAPTER 11. of the repurchase agreement.

Art. 1939. By the *repurchase agreement*, the seller reserves the right to recover the item sold, reimbursing the buyer the specified amount stipulated, or in the absence of such stipulation, the cost of the purchase.

Art. 1940. The repurchase agreement, in its effects against third parties, is subject to the provisions of articles 1547 and 1548.

Art. 1941. The *repurchase agreement* may contain words specific to the Spanish language of the period.

He shall also be entitled to compensation for any damage attributable to the buyer's actions or negligence.

The buyer shall be obliged to pay the necessary expenses, but not those incurred in useful or luxury improvements made without the seller's consent.

Art. 1942. The right arising from the repurchase agreement may not be assigned.

Art. 1943. The period during which the repurchase action may be brought may not exceed four years from the date of the contract.

However, in all cases, the buyer shall be entitled to advance notice, which shall not be less than six months for real estate or fifteen days for movable property; and if the property is fruit-bearing and does not yield fruit except from time to time and as a result of preparatory work and investment, the restitution demanded may not be required until after the next harvest.

CHAPTER 12.

Other agreements ancillary to the contract of sale.

Art. 1944. If it is agreed that if a person who improves the purchase appears within a certain period of time (which may not exceed one year), the contract shall be terminated, the agreement shall be fulfilled, unless the purchaser or the person to whom the purchaser has sold the item agrees to improve the purchase on the same terms.

The provision of Article 1940 applies to this contract.

Once the contract has been terminated, the mutual obligations shall be fulfilled, as in the case of a repurchase agreement.

Art. 1945. Any other lawful ancillary agreements may be added to the contract of sale and shall be governed by the general rules of contracts.

CHAPTER 13.

of rescission of the sale due to gross injury.

Art. 1946. The contract of sale may be rescinded due to enormous loss.

Art. 1947. The seller suffers enormous loss when the price received is less than half the fair price of the item sold; and the buyer, in turn, suffers enormous loss when the fair price of the item purchased is less than half the price paid for it.

The fair price refers to the time of the contract.

clarification: it may contain words specific to the Spanish of the time. X

Art. 1948. The buyer against whom the rescission is pronounced may, at his discretion, consent to it, or

pay the fair price with a deduction of one tenth; and the seller, in the same case, may, at his discretion, consent to the rescission or refund the excess of the price received over the fair price increased by one tenth.

No interest or fruits shall be due except from the date of the claim, nor may anything be requested on account of the expenses incurred by the contract.

CASE LAW [\[Show\]](#)

Art. 1949. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1950. If it is stipulated that rescissory action cannot be brought for excessive loss, the stipulation shall be invalid; and if the seller expresses the intention to donate the excess, this clause shall be deemed unwritten.

Art. 1951. If the item is lost while in the buyer's possession, neither party shall have the right to rescind the contract.

The same shall apply if the buyer has disposed of the item, unless he has sold it for more than he paid for it, in which case the first seller may claim this excess, but only up to the fair value of the item, with a deduction of one tenth.

Art. 1952. The seller may not claim anything on account of damage suffered by the item, except insofar as the buyer has taken advantage of such damage.

Art. 1953. A buyer who is required to return the item must first clear it of any mortgages or other real rights that have been established on it.

Art. 1954. The right to rescind the contract on the grounds of enormous loss expires four years after the date of the contract.

TITLE 24. Barter.

Art. 1955. A barter or exchange is a contract in which the parties mutually undertake to give a certain kind or body of goods for another.

Art. 1956. The impact of the Luetya meteorite 8p4erdfeclto87p3orceolnmseerrvoa cadinco, 77 total crozsoans, que se achalioa pubeadsescioantebnieernevsocraaibleoss oprdoeprieocshdoesl dehidspn thaeofreataregyd of the contract before the law, a public deed will be necessary.

Art. 1957. Things that cannot be sold cannot be exchanged. Persons who are not competent to enter into a contract of sale are not competent to enter into a contract of exchange.

CASE LAW [\[Show\]](#)

Art. 1958. The provisions relating to sale and purchase shall apply to barter in all matters that do not conflict with the nature of this contract; each party to the barter shall be considered the seller of the item they give, and the fair price of that item on the date of the contract shall be regarded as the price they pay for what they receive in exchange.

TITLE 25. Assignment of rights.

CHAPTER 1. Personal claims.

Art. 1959. The assignment of a credit, for any reason whatsoever, shall have no effect between the assignor and the assignee except by virtue of the delivery of the title. However, if the credit being assigned is not recorded in a document, the assignment may be made by the assignor granting one to the assignee, and in this case, the notification referred to in Article 1961 must be made by presenting said document.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 1960. The assignment shall not be effective against the debtor or third parties until it has been notified by the assignee to the debtor or accepted by the latter.

Art. 1961. Notification must be made by presenting the title, which shall bear a note of the transfer of the right with the name of the assignee and the signature of the assignor.

Art. 1962. Acceptance shall consist of an act that implies it, such as a defense against the assignee, a commencement of payment to the assignee, etc.

Art. 1963. If the aforementioned notification or acceptance does not occur, the debtor may pay the assignor, or the credit may be seized by the assignor's creditors; and in general, the credit shall be considered to exist in the hands of the assignor with respect to the debtor and third parties.

Art. 1964. The assignment of a credit includes its guarantees, privileges, and mortgages; but it does not transfer the assignor's personal exceptions.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 1965. Anyone who assigns a credit for consideration is responsible for its existence at the time of the

assignment, that is, that it truly belonged to them at that time; but they are not liable for the solvency of the debtor, unless they expressly undertake to do so; nor shall it be understood in such a case that they are liable for future solvency, but only for present solvency, unless the former is expressly understood; nor shall liability extend beyond the price or fee received for the assignment, unless expressly stipulated otherwise.

Art. 1966. The provisions of this title shall not apply to bills of exchange, promissory notes, bearer shares, and other types of transfers governed by the Commercial Code or by special laws.

CHAPTER 2. on the right of inheritance

Art. 1967. Anyone who transfers a right of inheritance or legacy for consideration, without specifying the effects of which it is composed, shall only be liable for his or her status as heir or legatee.

Art. 1968. If the heir has taken advantage of the fruits or received credits, or sold inherited property, he shall be obliged to reimburse the assignee for their value.

The transferee, for their part, shall be obliged to compensate the transferor for any necessary or reasonable costs incurred by the transferor in connection with the inheritance.

The assignment of an inheritance share shall be understood to include the assignment of any inheritance shares that may accrue to it by right of accretion, unless otherwise stipulated.

The same rules shall apply to the legatee.

CHAPTER 3. Litigious rights.

Art. 1969. A litigious right is assigned when the direct object of the assignment is the uncertain outcome of the litigation, for which the assignor is not responsible.

For the purposes of the following articles, a right is considered litigious from the moment the claim is notified to the court.

Art. 1970. It is irrelevant whether the assignment was by way of sale or exchange, and whether it is the assignor or the assignee who pursues the right.

Art. 1971. The debtor shall not be obliged to pay the assignee more than the value of what the latter has given for the

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Seesentia de disposicion de este articulo ascesiones enbmen te fedrago secidubre** Ministry of Justice, and those included in the disposal of an item that is the subject of litigation forms part of or is an addition to.

The following assignments are also exempt:

- 1.° To a co-heir or co-owner by a co-heir or co-owner, of a right that is common to both.
- 2.° To a creditor, in payment of what the assignor owes him.
- 3.° To a person who enjoys a property as a bona fide possessor, usufructuary, or lessee, when the assigned right is necessary for the peaceful and secure enjoyment of the property.

Art. 1972. The debtor may not oppose the assignee with the benefit granted to him by the preceding article after nine days have elapsed since notification of the decree ordering the execution of the judgment.

TITLE 26. The lease agreement.

Art. 1973. A lease is a contract in which both parties mutually undertake, one to grant the enjoyment of a thing, or to perform a work or provide a service, and the other to pay a specified price for this enjoyment, work or service.

CHAPTER 1. On the lease of things

Art. 1974. All tangible or intangible things that can be used without being consumed are subject to lease, except those that the law prohibits from being leased, and strictly personal rights, such as those of habitation and use.

Even property belonging to another may be leased, and the lessee acting in good faith shall have recourse against the lessor in the event of eviction.

Art. 1975. The price may consist of money or of the natural fruits of the leased property; in the latter case, a specific amount or a share of the fruits of each harvest may be fixed.

It is called rent when it is paid periodically.

Art. 1976. The price may be determined in the same ways as in a contract of sale.

Art. 1977. In the lease of things, the party that gives the enjoyment of them is called *the lessor*, and the party that gives the price is called *the lessee*.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
clarification: it may contain words specific to the Spanish of the time.

Art. 1978. The delivery of the item being leased may be made in any of the forms of transfer recognized by law.

Art. 1979. If it is agreed that the lease shall not be deemed complete until the deed is signed, either party may withdraw from the agreement until such time as the deed is signed or the leased property is delivered; if a deposit has been paid, the same rules shall apply in this regard as in a contract of sale.

Art. 1980. If the same property has been leased separately to two persons, the lessee to whom the property has been delivered shall have preference; if it has been delivered to both, the later delivery shall be invalid; if to neither, the earlier title shall prevail.

Art. 1981. Leases of Union property or of its public establishments shall be subject to the provisions of this chapter, except as provided in the codes or special laws.

CHAPTER 2.

On the obligations of the lessor in the lease of property.

Art. 1982. The lessor is obliged

- 1.° To deliver the leased property to the lessee;
- 2.° To maintain it in a condition suitable for the purpose for which it has been leased;
- 3.° To free the lessee from any disturbance or hindrance in the enjoyment of the leased property;

Art. 1983. If the lessor, through his own fault or that of his agents or employees, is unable to deliver the property, the lessee shall have the right to withdraw from the contract, with compensation for damages.

This compensation shall be payable even if the lessor believed in good faith that he could lease the property, unless the lessee was aware of the impossibility or it was due to force majeure or unforeseeable circumstances.

Art. 1984. If the lessor, through his own fault or that of his agents or employees, is in default of delivery, the lessee shall be entitled to compensation for damages.

If the delay significantly reduces the usefulness of the contract for the lessee, either because the item has deteriorated or because the circumstances that motivated it have ceased, the lessee may withdraw from the contract, without prejudice to compensation for damages, provided that the delay is not due to force majeure or unforeseeable circumstances.

Art. 1985. The obligation to maintain the leased property in good condition consists of making all necessary repairs during the lease, with the exception of *rental* repairs, which are the responsibility of the lessor.

Note. El texto del artículo 1985 de la Ley 84 de 1873 retains the original published wording. For this reason, **clarification:** it may contain words typical of the Spanish of the time. X

However, the lessor shall also be obliged to carry out repairs to the property if the damage that has caused them

necessary resulted from force majeure or unforeseeable circumstances, or from the poor quality of the leased property. The stipulations of the contracting parties may modify these obligations.

Art. 1986. The lessor, by virtue of the obligation to free the lessee from any disturbance or hindrance, may not, without the consent of the lessee, change the form of the leased property, nor carry out any work or repairs on it that may disturb or hinder the lessee's enjoyment of it.

However, in the case of repairs that cannot be postponed without serious inconvenience, the lessee shall be obliged to tolerate them, even if they deprive him of the enjoyment of part of the leased property; but he shall be entitled to a reduction in the price or rent in proportion to the part affected.

If these repairs affect such a large part of the property that the remainder is not sufficient for the purpose for which it was leased, the lessee may terminate the lease. The lessee shall also be entitled to compensation for damages if the repairs are due to a cause that already existed at the time of the contract and was not known to the lessee at that time, but was known to the lessor, or was such that the lessor had reason to fear it, or should have known about it due to his profession.

The same shall apply when the repairs would impede the enjoyment of the property for too long, such that the lease could not continue without serious inconvenience or damage to the lessee.

Art. 1987. Except in the cases provided for in the preceding article, if the lessee is disturbed in his enjoyment by the lessor or by any person whom the lessor may prohibit, he shall be entitled to compensation for damages.

Art. 1988. If the lessee is disturbed in his enjoyment by the actions of third parties who do not claim any right to the leased property, the lessee shall seek compensation for the damage in his own name.

If the lessee's enjoyment is disturbed or impeded by third parties who claim some right over the leased property, and the cause of this right predates the contract, the lessee may demand a proportionate reduction in the price or rent for the remaining term.

And if the lessee, as a result of the rights asserted by a third party, is deprived of so much of the leased property that it can be presumed that without that part he would not have entered into the contract, he may demand that the lease be terminated.

In addition, he may demand compensation for any damage if the cause of the right justified by the third party was or should have been known to the lessor at the time of the contract, but was not known to the lessee, or if it was known to the lessee, a special stipulation of remediation was made with respect to it.

However, if the cause of the aforementioned right was not and should not have been known to the lessor at the time of the contract, the lessor shall not be obliged to pay for the loss of profit.

Art. 1989. Any action brought by third parties claiming rights to the leased property shall be directed against the lessor.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~any action brought by third parties claiming rights to the leased property shall be directed against the lessor.~~
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consequence of the rights they claim, and if they culpably omit or delay doing so, they shall pay the damages

to those for which the thing is naturally intended, or which may be presumed from the circumstances of the contract or the custom of the country.

If the lessee contravenes this rule, the lessor may claim termination of the lease with compensation for damages, with compensation for damages, or limit himself to this compensation, allowing the lease to continue.

Art. 1997. The lessee shall take care of the property with the diligence of a good parent.

Failing to comply with this obligation, he shall be liable for damages; and the lessor shall even have the right to terminate the lease in the event of serious and culpable deterioration.

Art. 1998. The lessee is obliged to carry out *repairs to the property*. Repairs to the property are understood to be those which, according to the custom of the country, are the responsibility of the lessee, and in general those types of damage which are usually caused by the fault of the lessee or his dependents, such as damage to walls or fences, sewers and ditches, broken windows, etc.

Art. 1999. The tenant is responsible not only for his own fault but also for that of his family, guests, and dependents.

Art. 2000. The lessee is obliged to pay the price or rent.

The landlord may, for the security of this payment and of any compensation to which he is entitled, retain all the existing fruits of the leased property and all the objects with which the tenant has furnished, decorated, or equipped it and which belong to him; and they shall be understood to belong to him, unless proven otherwise.

CASE LAW [\[Show\]](#)

Art. 2001. If, once the property has been delivered to the lessee, there is a dispute about the price or rent, and neither party can produce legal proof of what has been stipulated in this regard, the price shall be determined by experts, and the costs of this operation shall be divided equally between the lessor and the lessee.

Art. 2002. Payment of the price or rent shall be made in the stipulated periods, or in the absence of stipulation, in accordance with the custom of the country, and in the absence of stipulation or fixed custom, according to the following rules:

The rent for urban properties shall be paid monthly, and that for rural properties annually.

If a movable or self-moving thing is leased for a certain number of years, months, or days, each of the periodic payments shall be made immediately after the expiration of the respective year, month, or day.

If leased for a single sum, this shall be due upon termination of the lease.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Art. 2003.** Cuando por culpa del arrendatario se pone término al arrendamiento, el arrendatario será responsable por los daños y perjuicios que ocasiona, y en particular por el pago del alquiler por el tiempo que resta de la época en que se hubiere terminado el contrato, o en que el contrato hubiera terminado sin culpa del arrendatario. **X**

The advance payment will be adjusted to the period or time frame that regulates payments. If the lease is for a day, week, or month, the eviction will be for one day, one week, or one month, respectively.

The eviction shall commence at the same time as the next period.

The provisions of this article do not extend to the leasing of real estate referred to in chapters 5.6 of this title.

Article 2010. A party who has given notice of termination of the lease may not subsequently revoke it without the consent of the other party.

Article 2011. If a mandatory period has been set for one of the parties and a voluntary period for the other, the stipulations shall be observed, and the party that may terminate the lease at will shall nevertheless be subject to giving the aforementioned advance notice.

Article 2012. If the contract has set a time for the duration of the lease, or if the duration is determined by the special service for which the leased property was intended, or by custom, eviction shall not be necessary.

Article 2013. When the lease must terminate by virtue of eviction by either party, or because its duration has been established in the contract, the lessee shall be obliged to pay the rent for all the days remaining until termination, even if they voluntarily return the property before the last day.

Article 2014. Once the lease has ended due to eviction, or in any other way, the apparent acquiescence of the lessor to the retention of the property by the lessee shall in no case be understood as a renewal of the contract.

If, on the day of return, the contract is not expressly renewed, the lessor shall have the right to demand it whenever he wishes.

However, if the property is real estate and the lessee, with the lessor's consent, has paid the rent for any period of time subsequent to the termination, or if both parties have expressed, by any equally unequivocal act, their intention to continue the lease, the contract shall be deemed to have been renewed under the same conditions as before, but for no longer than three months in urban properties and as necessary to complete work already begun and harvest any outstanding crops on rural properties, without prejudice to the lease being renewed in the same manner at the end of this period.

Article 2015. Once the lease has been renewed, bonds, such as pledges or mortgages constituted by third parties, shall not extend to the obligations resulting from its renewal.

Article 2016. If the lease is for a fixed term, the lease expires at the end of the term. If, for example, the lessor was the usufructuary or fiduciary owner of the property, the lease expires.

X

by the arrival of the day on which the usufruct must cease or the property must pass to the trustee; however, regardless of what has been stipulated between the lessor and the lessee regarding the duration of the lease, and without prejudice to the provisions of Article 853, paragraph 2.

Article 2017. When the lessor has contracted in a particular capacity that makes the duration of his right uncertain, such as that of the usufructuary or the fiduciary owner, and in all cases where his right is subject to a resolutive condition, there shall be no compensation for damages due to the termination of the lease by virtue of the termination of the right. However, if, having such a status, he has leased as an absolute owner, he shall be obliged to compensate the lessee, unless the latter has contracted knowing that the lessor was not the absolute owner.

Article 2018. In the case of expropriation for public use, the following rules shall be observed:

- 1.^a The tenant shall be given the time necessary to complete the work already begun and to harvest any outstanding crops;
- 2.^a If the cause of the expropriation is so urgent that this is not possible, or if the lease has been stipulated for a certain number of years, still pending on the date of expropriation, and this is recorded in a public deed, the lessee shall be compensated for damages by the nation or by whoever carries out the expropriation.
- 3.^a If only part of the leased property has been expropriated, the rule in Article 1988, paragraph 3, shall apply.

Article 2019. If the lessor's right expires due to their own actions or fault, such as when they sell the leased property they own, or if they are the usufructuary and transfer the usufruct to the owner, or if they lose ownership for not having paid the sale price, they shall be obliged to compensate the lessee in all cases where the person who succeeds them in the right is not obliged to respect the lease.

Article 2020. The following persons shall be obliged to respect the lease:

- 1.° Anyone to whom the lessor's right is transferred for valuable consideration;
- 2.° Anyone to whom the lessor's right is transferred for valuable consideration, if the lease has been entered into by public deed, except for mortgage creditors;
- 3.° Mortgage creditors, if the lease has been granted by public deed registered in the public registry, prior to the mortgage registration.

The lessee of real estate may request the registration of said deed on his own behalf.

Article 2021. Among the damages suffered by the lessee due to the termination of the lessor's right, and which, according to the preceding articles, must be compensated, shall be included those suffered by the sublessee on his part.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~as a condition for the lease, the lessor shall be obliged to compensate the lessee for the damages suffered by the sublessee on his part.~~
 in the event of a lease, the lessor shall be obliged to compensate the lessee for the damages suffered by the sublessee on his part.

The direct lessee must reimburse the sublessee for any advance payments.

Article 2022. The agreement not to dispose of the leased property, even if it includes a clause nullifying the disposal, shall only entitle the lessee to remain in the lease until its natural termination.

Article 2023. If the lessor's creditor or creditors initiate foreclosure and seizure of the leased property, the lease shall remain in force, and the creditor or creditors shall be substituted for the lessor's rights and obligations.

If the property is awarded to the creditor or creditors, the provisions of Article 2020 shall apply.

Article 2024. The lessor may terminate the lease in whole or in part when the leased property requires repairs that prevent its enjoyment in whole or in part, and the lessee shall then have the rights granted by the rules set forth in Article 1986.

Article 2025. Unless otherwise stipulated, the lessor may not, under any circumstances, terminate the lease on the pretext of needing the leased property for himself.

Article 2026. The declared insolvency of the lessee does not necessarily terminate the lease.

The creditor or creditors may replace the lessee, providing security to the satisfaction of the lessor.

If this is not the case, the lessor shall have the right to terminate the lease and shall be entitled to claim damages from the lessee in accordance with the general rules.

Article 2027. Leases entered into by guardians or curators, by the father of the family as administrator of the child's property, or by the husband as administrator of his wife's property shall be subject (with regard to their duration after the termination of the guardianship or curatorship, or the marital or paternal administration) to Articles 496 and 1813.

CHAPTER 5.

Special rules for the lease of houses, warehouses, or other buildings.

Article 2028. The repairs known as locativas to which the tenant or lessee of a house is obliged are limited to maintaining the building in the condition in which it was received; but he is not responsible for damage resulting from legitimate wear and tear, force majeure, unforeseeable circumstances, or the poor quality of the building due to its age, the nature of the soil, or construction defects.

Article 2029. The tenant shall be specifically obligated to:

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~at Article 2029, paragraph 1, the words "and tiles that break or become dislodged during the lease period."~~ ~~shall be replaced by "and bricks, and tiles that break or become dislodged during the lease period."~~

2. ° Replace broken glass in windows, doors, and partitions;

3. ° To keep doors, windows, and locks in good working order.

It shall be understood that the building has been received in good condition in all these respects, unless proven otherwise.

Article 2030. The tenant is also obliged to keep the walls, floors, and other interior parts of the building reasonably clean; to keep wells, ditches, and pipes clean; and to sweep the chimneys.

Serious negligence in any of these respects shall entitle the landlord to compensation for damages and even to terminate the lease immediately in serious cases.

Article 2031. The landlord shall have the right to evict a tenant who uses the house or building for an unlawful purpose, or who, having the right to sublet, sublets to persons of notorious bad conduct, who, in this case, may also be evicted.

Article 2032. If a furnished house or room is leased, it shall be understood that the lease of the furniture is for the same period as the building, unless otherwise stipulated.

Article 2033. The person who leases a warehouse or store is not liable for the loss of the goods placed therein, unless the loss was due to his fault.

They shall be especially liable for the poor condition of the building, unless this was obvious or known to the lessee.

Article 2034. Eviction, where it occurs, must be given in advance of a full period designated by the agreement or the law for the payment of rent.

Article 2035. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 6.

Specific rules relating to the leasing of rural properties.

Article 2036. The lessor is obliged to deliver the rural property in accordance with the stipulated terms. If the size differs from that stipulated, the price or rent may be increased or decreased, or the contract may be terminated, in accordance with the provisions of the section on sale and purchase.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words typical of the Spanish of the time. X

Article 2037. The *settler* or rural tenant is obliged to enjoy the land as a good father of a family, and

if he fails to do so, the landlord shall have the right to prevent the misuse or deterioration of the property, demanding a bond or other competent security for this purpose, and even to terminate the lease immediately in serious cases.

Article 2038. The tenant farmer is particularly obliged to conserve trees and forests, limiting their use to the stipulated terms.

In the absence of any stipulation, the tenant shall limit his use of the forest to purposes related to the cultivation and improvement of the property itself, but he may not cut down trees for the sale of timber, firewood, or charcoal.

Article 2039. The tenant's right to sow or plant does not include the right to cut down trees to take advantage of the space they occupy, unless this has been expressly stated in the contract.

Article 2040. The tenant shall ensure that no part of the leased land is usurped, and shall be liable for any failure to notify the lessor, provided that the extent and boundaries of the estate have been made known to him.

Article 2041. The tenant shall not be entitled to request a reduction in price or rent on the grounds of extraordinary fortuitous events that have damaged or destroyed the crop.

Sharecroppers are exempt from this rule, since by virtue of the type of partnership between the lessor and the sharecropper, the former is responsible for a proportional part of the loss that befalls the latter due to unforeseeable circumstances before or after the fruits are harvested, unless the accident occurs during the sharecropper's delay in contributing his share of the fruits.

Article 2042. Whenever a property is leased with livestock and there is no special stipulation to the contrary, all the profits from said livestock shall belong to the lessee, as shall the livestock itself, with the obligation to leave on the property, at the end of the lease, the same number of head of the same age and quality.

If, at the end of the lease, there are not enough animals of the said ages and qualities on the property to make the restitution, the difference shall be paid in money.

The landlord shall not be obliged to accept animals that are not accustomed to the property.

Article 2043. If there is no fixed term for the duration of the lease, eviction must be given one year in advance in order to terminate it.

The year shall be understood as follows:

The day of the year on which the land was first handed over to the tenant shall be regarded as the starting day of all subsequent years, and the year's notice shall be counted from this starting day, even if the notice of eviction was given some time before.

The parties may agree to any other rule, provided that it is in accordance with the original published version. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Article 2044. If nothing has been stipulated regarding the time of payment, local custom shall be observed.

CHAPTER 7.
On the hiring of domestic servants.

Article 2045. In the hiring of domestic servants, one of the parties promises to provide the other, in exchange for a salary, with certain services determined by the contract or by local custom.

Article 2046. The service of domestic servants may be contracted for a fixed term, but it may not be stipulated that it will last for more than one year, unless the stipulation is in writing; and even with this requirement, the servant shall not be obliged to remain in service for more than five years from the date of the deed.

The deed may be renewed indefinitely.

The term shall be binding on both parties, unless otherwise stipulated.

Article 2047. If no fixed term has been determined, the service may be terminated at the will of either party.

However, if the servant cannot leave unexpectedly without causing serious inconvenience or harm to the employer, he shall be obliged to remain in service for the time necessary to find a replacement, even if no notice period has been stipulated.

A servant who contravenes this provision without serious cause shall pay the employer an amount equivalent to two weeks' wages.

Article 2048. A woman who is hired as a wet nurse shall be obliged to remain in service for the duration of breastfeeding, or until she can be replaced without prejudice to the health of the child.

Article 2049. A servant hired for a certain period of time who leaves without serious cause before completing that period shall pay the employer, by way of compensation, an amount equivalent to one month's salary.

An employer who dismisses a servant in a similar case shall be obliged to pay him, by way of compensation, the same amount, in addition to that corresponding to the service rendered.

If less than one month remains before the end of the stipulated period, the penalty for either party shall be reduced to the value of half the salary for the remaining period.

Article 2050. If it has been stipulated that in order to terminate the service, one party must give notice to the other, the party who contravenes this without serious cause shall be obliged to pay the other party an amount equivalent to the notice period or the days remaining to fulfill it.

Article 2051. The servant shall be liable for any damage caused by him to the employer or his family members, or for any loss of property, unless he can prove that the damage was caused by the employer, his family members, or guests.

The servant shall also be liable for any damage caused by him to the employer or his family members, or for any loss of property, unless he can prove that the damage was caused by the employer, his family members, or guests.

The servant shall be liable for any damage caused by him to the employer, his family members, or guests to induce him

Even if the material does not perish through his fault, or through the fault of those people, the craftsman may not claim the price or wage, except in the following cases:

- 1.° If the work has been recognized and approved;
- 2.° If it has not been recognized and approved due to the delay of the person who commissioned the work;
- 3.° If the item is destroyed due to a defect in the materials supplied by the person who commissioned the work, unless the defect is one that the craftsman, by virtue of his profession, should have been aware of; or, being aware of it, failed to give timely notice.

Article 2058. Recognition may be made partially when it has been agreed that the work shall be approved in parts.

Article 2059. If the person who commissioned the work claims that it has not been properly executed, experts shall be appointed by both parties to decide.

If the claim of the person who commissioned the work is well-founded, the craftsman may be obliged, at the discretion of the person who commissioned the work, to redo it or to pay compensation for damages.

The restitution of materials may be made with others of equal quality or in money.

Article 2060. Contracts for the construction of buildings, entered into with a contractor who undertakes the entire work for a single pre-fixed price, are also subject to the following rules:

- 1.^a The contractor may not request an increase in price on the pretext that wages or materials have become more expensive, or that additions or modifications have been made to the original plan, unless a specific price has been agreed for such additions or modifications.
- 2.^a If unknown circumstances, such as a hidden defect in the land, give rise to unforeseeable costs, the contractor must obtain authorization for them from the owner; if the owner refuses, the contractor may apply to the judge or prefect to decide whether or not the additional work should have been foreseen and to set the corresponding price increase.
- 3.^a If the building perishes or threatens to collapse, in whole or in part, within ten years of its delivery, due to a defect in the construction, or due to a defect in the soil that the contractor or the persons employed by him should have known about by reason of their profession, or due to a defect in the materials, the contractor shall be liable; if the materials have been supplied by the owner, the contractor shall not be liable except in accordance with Article 2041, final paragraph;
- 4.^a The receipt issued by the owner after completion of the work only means that the owner approves it as outwardly conforming to the plan and the rules of the art, and does not exempt the contractor from the liability imposed on him by the preceding paragraph;
- 5.^a If the craftsmen or workers employed in the construction of the building have contracted directly with the owner for their respective wages, they shall be regarded as independent contractors and shall have recourse.

dicta en el día; pero si han contratado con el empresario, no tendrán acción contra el dueño.
 Nota: El texto de la ley 84 de 1870 no serva la redacción original publicada en la razón, subsidiariamente hasta concurrir a lo que es de la época.
 aclaratorio: puede contener vocabos propios de la época

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Article 2061. Rules 3, 4, and 5 of the preceding article extend to those who are responsible for the construction of a building in their capacity as architects.

Article 2062. All contracts for the construction of a work are terminated upon the death of the craftsman or contractor; and if there are any works or materials prepared that may be useful for the work in question, the person who commissioned it shall be obliged to receive them and pay their value; the amount corresponding to the work done shall be calculated proportionally, taking into account the price stipulated for the entire work.

The death of the person who commissioned the work does not terminate the contract.

CHAPTER 9. on the leasing of intangible services

Article 2063. Intangible works or works in which intellectual effort predominates over manual labor, such as literary compositions or the typographical correction of a printed work, are subject to the special provisions of Articles 2054, 2055, 2056, and 2059.

Article 2064. Intangible services consisting of a long series of acts, such as those of salaried writers for the press, secretaries to private individuals, tutors, governesses, actors, and singers, are subject to the following special rules.

Article 2065. With regard to each of the partial works that make up the service, the provisions of Article 2063 shall be observed.

Article 2066. Either party may terminate the service at any time, or upon the expiry of the notice period stipulated.

If the remuneration consists of periodic payments, either party must notify the other of their intention to terminate the contract, even if no notice period has been stipulated in the contract, and the advance payment shall be at least half of the period.

Article 2067. If the person providing the service has had to change their place of residence in order to do so, the other party shall pay the reasonable costs of the return journey.

Article 2068. If the person providing the service leaves unexpectedly, or their misconduct gives cause for dismissal, they may not claim anything by way of severance pay or travel expenses.

Article 2069. The preceding articles apply to services that, according to Article 2144, are subject to the rules of mandate, insofar as they do not conflict with them.

Note The text of Law 84 of 1873 ~~is~~ the original published version. For this reason, X
clarification: may contain words spanning a line to the next page.

The carrier who fails to appear at the agreed place and time shall suffer the same penalty.

Article 2077. The death of the carrier or passenger does not terminate the contract; the obligations are transferred to the respective heirs, without prejudice to the general provisions on force majeure or unforeseeable circumstances.

Article 2078. The above rules shall be observed without prejudice to the special rules for the same objects contained in the specific laws relating to each type of traffic and in the Commercial Code.

TITLE 27. On the company

CHAPTER 1. General rules.

Article 2079. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2080. Repealed.

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Article 2081. Repealed

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Article 2082. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2083. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2084. Repealed

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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and the corresponding provisions of the Commercial Code.

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CHAPTER 2. Different types of companies.

Article 2085. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 2086. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 2087. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2088. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 2089. Repealed

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Article 2090. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

CHAPTER 3. Main clauses of the partnership agreement

Article 2091. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACIÓN ANTERIOR [Mostrar]

Nota El texto de la Ley 84 del 83 con preserves the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Article 2092. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2093. Repealed.

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Article 2094. Repealed.

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Article 2095. Repealed.

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Article 2096. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. Administration of the general partnership.

Article 2097. Repealed.

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Article 2098. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2099. Repealed.

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Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Deleted** words specific to the Spanish of the period.

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LEGISLATION [\[Show\]](#)

Article 2101. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2102. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2103. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2104. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2105. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2106. Repealed.

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LEGISLATION [\[Show\]](#)

Article 2107. Repealed.

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LEGISLATION [\[Show\]](#)

CHAPTER 5. Obligations of partners to each other

Article 210E81 The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of that period.

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Article 2109. Repealed.

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Article 2110. Repealed.

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Article 2111. Repealed.

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Article 2112. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2113. Repealed.

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Article 2114. Repealed.

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Article 2115. Repealed.

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Article 2116. Repealed.

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Nota El texto de la Law 84 of 1873 retains the original wording published. For this reason, **Article 2117. Derogado** **clarification:** it may contain words typical of the Spanish of the time. **X**

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Article 2118. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2119. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

CHAPTER 6.**Obligations of partners with respect to third parties.**

Article 2120. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2121. Repealed.

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Article 2122. Repealed.

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Article 2123. Repealed.

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CHAPTER 7.**Dissolution of the company.**

Article 2124. Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

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PREVIOUS LEGISLATION [\[Show\]](#)

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Article 2125. Repealed.

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Article 2126. Repealed.

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Article 2127. Repealed.

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Article 2128. Repealed

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Article 2129. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2130. Repealed.

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Article 2131. Repealed.

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Article 2132. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2133. Repealed.

Not. El texto de la Ley 84 de 1873 conserva l the original published text. For this reason, a clara tori n de conner-vo ab los ppio s d the Spanish of the time. L E G I S L A C I O N A N T E R I O R [\[Mostrar\]](#)

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Article 2134. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2135. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2136. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2137. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2138. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2139. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2140. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2141. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 28.

Note The text of Law 84 of 1873 **with** the original publication amended. For this reason, **clarification:** may contain words specific to the Spanish language of the period.

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CHAPTER 1.

Article 2159 When the agent is given the power to act in the manner he deems most appropriate, this shall not be understood to authorize him to alter the substance of the mandate, nor to perform acts that require special powers or clauses.

The free administration clause shall be understood to mean only that the agent has the power to perform those acts that the laws designate as authorized by that clause.

Art. 2160. The proper execution of the mandate includes not only the substance of the business entrusted, but also the means by which the principal has intended it to be carried out.

However, equivalent means may be used if necessity so requires and the object of the mandate is thereby fully achieved.

Article 2161. The agent may delegate the assignment if he has not been prohibited from doing so; but if he is not expressly authorized to do so, he shall be liable for the acts of the delegate as for his own.

This liability shall apply even if the agent has been expressly authorized to delegate, if the principal has not designated the person and the delegate was notoriously incapable or insolvent.

Article 2162. An unauthorized delegation or one that has not been expressly or tacitly ratified by the principal does not give third parties any rights against the principal for the acts of the delegate.

Article 2163. When the delegation to a specific person has been expressly authorized by the principal, a new mandate is established between the principal and the delegate that can only be revoked by the principal, and is not terminated by the death or other accident that befalls the previous agent.

Article 2164. The principal may, in all cases, exercise against the delegate the actions of the agent who has conferred the mandate on him.

Article 2165. The agent's inability to make gifts does not naturally include the small gratuities that are customary to give to service personnel.

Article 2166. The agent's acceptance of what is owed to the principal shall not be regarded as acceptance by the latter unless the thing or amount delivered has been sufficiently designated in the mandate and what the agent has received corresponds in all respects to the designation.

Article 2167. The power to compromise does not include the power to compromise, and vice

versa. The agent may not defer to the decisive oath except in the absence of any other

evidence.

Article 2168. The text of the lease agreement

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clarification: it

Article 2169. The power to mortgage does not include the power to sell, nor vice versa.

Article 2170. The agent may not, either personally or through an intermediary, purchase the items that the principal has instructed him to sell, nor may he sell to the principal any of his own property that the principal has instructed him to purchase, unless he has the express approval of the principal.

Article 2171. A person charged with borrowing money may lend it himself at the interest rate designated by the principal, or, in the absence of such designation, at the current interest rate; but if he is authorized to place money at interest, he may not borrow it for himself without the principal's approval.

Article 2172. The agent may not invest the principal's money at interest without his express authorization.

If he places it at a higher interest rate than that designated by the principal, he shall pay him the difference in full, unless he has been authorized to appropriate the excess.

Article 2173. In general, the agent may take advantage of circumstances to carry out his assignment with greater profit or less expense than those designated by the principal, provided that in other respects he does not depart from the terms of the mandate. He is prohibited from appropriating anything in excess of the profit or less than the expense designated in the mandate.

Conversely, if he negotiates with less benefit or more expense than those designated in the mandate, he shall be liable for the difference.

Article 2174. The powers granted to the agent shall be interpreted with some latitude when he is not in a position to consult the principal.

Article 2175. The agent must refrain from fulfilling the mandate whose execution would be manifestly harmful to the principal.

Article 2176. An agent who is unable to act in accordance with his instructions is not obliged to act as an unofficial agent; it is sufficient for him to take the conservative measures required by the circumstances.

However, if it is not possible to refrain from acting without seriously compromising the principal, the agent shall take the course of action that most closely follows his instructions and is most conducive to the business.

It is incumbent upon the agent to prove the force majeure or unforeseeable circumstance that made it impossible to carry out the principal's orders.

Article 2177. The agent may, in the exercise of his office, respond in his own name or in that of the principal; if he contracts in his own name, he does not bind the principal with respect to third parties.

Nota. El texto de la ley 84 de 1873 con su redacción original publicada por el Congreso de la República en el año 1873, fue el que se utilizó para la elaboración de esta Ley. El texto actual es el que se encuentra en el Código de Comercio de Colombia. Constituye el texto principal de la Ley 84 de 1873.

with the principal, and are his responsibility even in cases of unforeseeable circumstances and force majeure.

Article 2179. Metal items held by the agent on behalf of the principal are lost to the agent even in cases of force majeure or unforeseeable circumstances, unless they are contained in closed and sealed boxes or bags that are damaged by accident or force, or unless their identity can be proven beyond doubt by other unequivocal means.

Article 2180. An agent who has exceeded the limits of his mandate is only liable to the principal and is not liable to third parties unless:

1.° When he has not given them sufficient knowledge of his powers.

2.° When he has personally committed himself.

Article 2181. The agent is obliged to give an account of his administration.

The important items in his accounts shall be documented unless the principal has relieved him of this obligation.

The release from accountability does not exonerate the agent from charges brought against him by the principal.

Article 2182. He owes the principal the current interest on any money belonging to the principal that he has used for his own benefit.

He shall also owe interest on any balance in the accounts against him, from the moment he is in default.

Article 2183. The agent is liable both for what he has received from third parties by virtue of the mandate (even if it is not owed to the principal) and for what he has failed to receive through his own fault.

CHAPTER 3. Obligations of the principal.

Article 2184. The principal is obliged:

1.° To provide the agent with what is necessary for the execution of the mandate.

2.° To reimburse the agent for reasonable expenses incurred in the performance of the mandate.

3.° To pay the agent the stipulated or customary remuneration.

4.° To pay the agent any advances of money with interest at the current rate.

5. Compensation shall be paid in accordance with the provisions of Article 8(4) and Article 18(73) and shall be calculated on the amount due. **For clarification:** it may contain words specific to the Spanish language of the period.

The principal may not excuse himself from fulfilling these obligations by claiming that the business entrusted to the

agent has not been successful or could have been performed at a lower cost, unless he proves fault.

Article 2185. A principal who fails to fulfill his obligations authorizes the agent to withdraw from the assignment.

Article 2186. The principal shall fulfill the obligations that the agent has contracted in his name within the limits of the mandate.

However, the principal shall be bound if he has expressly or tacitly ratified any obligations contracted in his name.

Article 2187. When, due to the terms of the mandate or the nature of the business, it appears that it should not have been partially executed, the partial execution shall not bind the principal except insofar as it benefits him.

The agent shall be liable for the non-performance of the remainder in accordance with Article 2193.

Article 2188. The agent may retain the items delivered to him on behalf of the principal for the security of the services to which the principal is bound on his part.

CHAPTER 4. Termination of the mandate.

Article 2189. The mandate shall terminate:

1. ° Due to the performance of the business for which it was established.
2. ° Upon expiration of the term or upon the occurrence of the condition predetermined for the termination of the mandate.
3. ° Due to revocation by the principal.
4. ° Due to the resignation of the agent.
5. ° Due to the death of the principal or the agent.
6. ° Due to the bankruptcy or insolvency of one or the other.
7. ° Due to the interdiction of one or the other.
8. ° ~~Due to the marriage of the female agent.~~
9. ° Due to the principal's cessation of duties, if the mandate was given in the exercise of those duties.

TEXTO CORRESPONDIENTE A [Mostrar]
 Nota: El texto de la Ley 84 de 1873 conserva el original wording published. For this reason,
LEGISLACIÓN ANTERIOR [Mostrar]
 a clara forma de comprender los vocablos propios de la época.

X

Article 2190. The revocation of the principal may be express or tacit. Tacit

revocation is the assignment of the same business to a different person.

If the first mandate is general and the second is specific, the first mandate remains in force for transactions not covered by the second.

Article 2191. The principal may revoke the mandate at his discretion, and the express or tacit revocation shall take effect from the day on which the agent becomes aware of it.

Article 2192. The principal who revokes the mandate shall have the right to demand that the agent return the instruments that he has placed in his hands for the execution of the mandate; but of the documents that may serve to justify the agent's actions, he shall give him a copy signed by his own hand if the agent so demands.

Article 2193. The agent's resignation shall not terminate his obligations until a reasonable period of time has elapsed for the principal to provide for the business entrusted to him.

Otherwise, he shall be liable for any damage caused to the principal by his resignation, unless he is unable to administer due to illness or other cause, or without serious prejudice to his own interests.

Article 2194. Upon learning of the principal's natural death, the agent shall cease to perform his duties; but if suspending them would cause harm to the principal's heirs, he shall be obliged to complete the task he has begun.

Article 2195. The mandate intended to be executed after the principal's death shall not be extinguished by the principal's death. In this case, the heirs shall succeed to the rights and obligations of the principal.

Article 2196. The heirs of the agent who are competent to administer his property shall immediately notify the principal of his death and shall do for the principal whatever they can and whatever the circumstances require; failure to do so shall render them liable for damages.

The same liability shall apply to executors, guardians, and curators, and all those who succeed in the administration of the property of the principal who has died or become incapacitated.

Article 2197. If a woman has entered into a mandate before marriage, the mandate shall remain in force, but the husband may revoke it at his discretion.

Article 2198. If there are two or more agents, and by the terms of the mandate they are obliged to act jointly, the failure of one of them, for any of the aforementioned reasons, shall terminate the mandate.

Nota. El texto de la Ley 84 de 1873 conserva la redacción original publicada. Por tal razón, el artículo 2199. En general, todas las veces que el mandato expresa por una causa ignota del mandatarario, o que es t a: puede contener vocablos propios del castellano de la época. En caso de que el agente no haya hecho en ejecución del mandato sea válido, y dará derecho al principal.

The principal shall also be bound, as if the mandate were still in force, to whatever the agent, knowing the cause of its expiration, has agreed with third parties in good faith; but the principal shall be entitled to compensation from the agent.

When the event that gave rise to the expiration of the mandate has been made public through newspapers or posters, and in all cases where it does not appear likely that the third party was unaware of it, the judge may, at his discretion, absolve the principal.

TITLE 29. Borrowing or loan for use

Article 2200. A *loan* for use is a contract in which one party delivers to the other, free of charge, a movable or immovable item for use, with the obligation to return the same item after use.

This contract is only perfected by the transfer of the thing.

Article 2201. The lender retains all the rights he previously had over the loaned item, but not the exercise of those rights, insofar as they are incompatible with the use granted to the borrower.

Article 2202. The bailee may only use the item for the agreed purpose, or, in the absence of an agreement, for the ordinary use of items of its kind.

In the event of a breach, the lender may demand compensation for any damage and immediate restitution, even if a deadline has been stipulated for restitution.

Article 2203. The bailee is obliged to take the utmost care in preserving the thing and is liable even for the slightest fault.

He is therefore liable for any deterioration that does not arise from the nature or legitimate use of the item; and if this deterioration is such that the item is no longer suitable for its ordinary use, the lender may demand the previous price of the item, relinquishing ownership to the borrower.

However, the borrower is not liable for unforeseeable circumstances, unless:

1. When he has used the thing improperly or has delayed its return, unless it appears or is proven that the deterioration or loss due to the fortuitous event would have occurred even without the unlawful use or delay.
2. When the fortuitous event has occurred through his fault, even if very slight.
3. When, given the choice between saving the borrowed item or their own, they deliberately chose their own.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

at ~~Cautione~~ ~~expureedseamcoenntteenseer hvaochaebclhoos~~ ~~pppmsdchakstakofuticoca.~~

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Article 2204. Notwithstanding the provisions of the preceding article, if the loan is for the benefit of both parties, the borrower's liability shall not extend beyond slight negligence, and if it is for the benefit of the lender, only to gross negligence.

Article 2205. The bailee is obliged to return the borrowed item at the agreed time, or in the absence of an agreement, after the use for which it was borrowed.

However, restitution may be demanded even before the stipulated time in three cases:

1. If the borrower dies, unless the item has been lent for a particular service that cannot be postponed or suspended.
2. If the lender has an unforeseen and urgent need for the item.
3. If the service for which the item was lent has ended or does not take place.

Art. 2206. Restitution shall be made to the lender or to the person entitled to receive it on their behalf, in accordance with the general rules.

If the item has been lent by an incapacitated person who used it with the permission of their legal representative, its return to the incapacitated person shall be valid.

Art. 2207. The bailee may not excuse himself from returning the thing by retaining it as security for what the lender owes him.

Art. 2208. The bailee shall not have the right to suspend restitution on the grounds that the thing lent does not belong to the lender, unless it has been lost, stolen, or robbed from its owner, or has been judicially seized from the bailee.

If a lost, stolen, or robbed item has been lent, the borrower who is aware of this and does not report it to the owner, giving them a reasonable period of time to claim it, shall be liable for any damages incurred by the owner as a result of the restitution.

If the owner does not claim it in a timely manner, restitution may be made to the lender.

The owner, for his part, may not demand restitution without the consent of the lender or without a court order.

Art. 2209. The bailee is obliged to suspend the return of any kind of offensive weapons and any other item that he knows is intended for criminal use, but must make them available to the judge.

The same shall apply when the lender has lost his legal capacity and has no guardian.

Art. 2210. The obligation to return the item ceases as soon as the bailee discovers that he is the true owner.

N de o t l a a cosa p r e s l t o of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

However, if the lender disputes ownership, the borrower must return the item, unless they can prove

briefly and summarily that the borrowed item belongs to him.

Art. 2211. The obligations and rights arising from the loan pass to the heirs of both parties, but those of the borrower shall not have the right to continue using the borrowed item, except in the exceptional case of Article 2205, number 1.

Art. 2212. If the heirs of the borrower, having no knowledge of the loan, have disposed of the borrowed item, the lender (being unable or unwilling to bring an action for recovery, or if such action is ineffective) may demand that the heirs pay him the fair price of the borrowed item, or that they assign to him the shares to which they are entitled by virtue of the disposal, as he sees fit.

If they were aware of the loan, they shall compensate for any damage and may even be prosecuted criminally, depending on the circumstances of the case.

Art. 2213. If the thing does not belong to the lender, and the owner claims it before the end of the loan, the borrower shall have no right to claim damages against the lender, unless the latter knew that the thing belonged to someone else and did not inform the borrower.

Art. 2214. If the item has been loaned to many people, they are all jointly and severally liable.

Art. 2215. The loan for use is not terminated by the death of the lender.

Art. 2216. The lender is obliged to compensate the borrower for any expenses incurred without prior notice for the preservation of the item, under the following conditions:

1. If the expenses were not ordinary maintenance expenses, such as feeding a horse.
2. If they were necessary and urgent, such that it was not possible to consult the lender, and it can reasonably be assumed that, had the lender had the item in his possession, he would not have failed to incur them.

Art. 2217. The lender is obliged to compensate the borrower for any damage caused by the poor quality or condition of the loaned item, provided that the poor quality or condition meets the following three conditions:

1. That it was of such a nature that it was likely to cause damage.
2. That it was known and not disclosed by the lender.
3. That the bailee could not, with reasonable care, have known about it or prevented the damage.

Art. 2218. The bailee may retain the borrowed item until the compensation referred to in the two preceding articles has been paid, unless the bailor provides security for the payment of the amount owed to him.

and enare. The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

Art. 2219. The loan for use becomes precarious if the lender reserves the right to request the return of the item

hidden defects in the borrowed item, under the conditions set out in Article 2217.

If the hidden defects were such that, had they been known, the contract would probably not have been entered into, the borrower may request that it be rescinded.

Art. 2229. The borrower may repay the entire amount borrowed, even before the stipulated term, unless interest has been agreed upon.

CASE LAW [\[Show\]](#)

Art. 2230. Interest may be stipulated in money or fungible goods.

Art. 2231. Contractual interest exceeding half of the interest proven to have been current at the time of the agreement shall be reduced by the judge to said current interest, if requested by the debtor.

Art. 2232. If interest is stipulated in the agreement without specifying the rate, the legal interest rate shall be deemed to have been set.

The legal interest rate is set at six percent per annum.

CASE LAW [\[Show\]](#)

Art. 2233. If interest has been paid, even if not stipulated, it may not be recovered or applied to the principal.

Art. 2234. If interest has been stipulated and the lender has issued a letter of payment for the principal without expressly reserving the interest, the interest shall be presumed to have been paid.

Art. 2235. It is prohibited to stipulate interest on interest.

CASE LAW [\[Show\]](#)

TITLE 31. Deposit and sequestration.

Art. 2236. A deposit is generally defined as a contract in which a tangible item is entrusted to a person who is responsible for its safekeeping and return in kind.

The deposited item is also called a deposit.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 2237. The contract is perfected by the depositor's delivery of the item to the depositary.

Art. 2238. Delivery may be made in any manner that transfers possession of the item deposited.

The parties may also agree that one of them shall retain as a deposit what was in its possession for another reason.

Art. 2239. TYPES OF DEPOSIT. There are two types of deposit: deposit proper and sequestration.

CHAPTER 1. DEPOSIT PROPERLY SPEAKING

Art. 2240. Deposit proper is a contract in which one party delivers to the other a tangible or movable thing for safekeeping and restitution in kind, at the will of the depositor.

Art. 2241. An error regarding the personal identity of one or both contracting parties, or regarding the substance, quality, or quantity of the deposited item, does not invalidate the contract.

However, if the depositary has been mistaken about the identity of the depositor, or discovers that keeping the deposited item puts them at risk, they may immediately return the deposit.

Art. 2242. When, according to the general rules, this contract must be made in writing, and this formality has been omitted, the depositary shall be believed on his word, whether in regard to the fact of the deposit itself, or in regard to the thing deposited or the fact of the restitution.

Art. 2243. This contract can only be fully effective between persons capable of contracting. If the depositor is not capable of contracting, the depositary shall nevertheless assume all the obligations of the depositor.

And if the depositary is not capable of contracting, the depositor shall only have the right to claim the thing deposited while it is in the possession of the depositary, and in the absence of this circumstance, shall only have a personal claim against the depositary up to the amount by which the depositary has been enriched by the deposit, without prejudice to any rights he may have against third-party possessors, and without prejudice to the penalties imposed by law on the depositary in the event of fraud.

CASE LAW [\[Show\]](#)

Art. 2244. The deposit itself is free of charge.

If remuneration is stipulated for the simple custody of an item, the deposit degenerates into a service lease, and the person providing the service is liable even for slight negligence; but in all other respects, they are subject to the obligations of the depositary and enjoy the rights thereof.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Art. 2245. Mere deposit does not confer on the depositary the power to use the deposited item without the

permission of the depositor.

This permission may sometimes be presumed, and it is left to the discretion of the judge to assess the circumstances that justify the presumption, such as the relationship of friendship and trust between the parties.

This permission is more easily presumed in the case of items that do not deteriorate significantly through use.

Art. 2246. In the case of a deposit of money, unless it is in a locked chest, the key to which is held by the depositor, or other precautions are taken to make it impossible to take it without a receipt, it shall be presumed that its use is permitted, and the depositary shall be obliged to return the same amount in the same currency.

Art. 2247. The parties may stipulate that the depositary shall be liable for any kind of fault. In the

absence of such stipulation, the depositary shall only be liable for gross negligence.

However, the depositary shall be liable for minor negligence in the following cases:

1. If he has offered himself spontaneously or has sought to be preferred over another person as depositary.
2. If they have a personal interest in the deposit, either because they are allowed to use it in certain cases or because they are granted remuneration.

Art. 2248. The obligation to safeguard the item includes that of respecting the seals and locks of the package containing it.

Art. 2249. If the seals have been broken or the locks forced through the fault of the depositary, the depositor's statement as to the number and quality of the items deposited shall be accepted; but if the depositary is not at fault, proof shall be necessary in case of disagreement.

The depositary shall be presumed to be at fault in all cases of breakage or forcing.

Art. 2250. The depositary must not violate the secrecy of a deposit of trust, nor may he be compelled to reveal it.

Art. 2251. Restitution is at the discretion of the depositor.

If a time for restitution is set, this clause shall only be binding on the depositary, who by virtue of it may not return the deposit before the stipulated time, except in the specific cases provided for by law.

Art. 2252. The obligation to keep the item lasts until the depositor requests it; but the depositary may demand that the depositor dispose of it when the stipulated term for the duration of the deposit expires, or when, even if the term has not expired, the deposit in his possession is in danger or causes him harm.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Y es el texto que se encuentra en el artículo 2246 de la Ley 84 de 1873, con sus modificaciones, con los términos

X

Art. 2253. The depositary is obliged to return the same thing or individual things that have been entrusted for deposit, even if they consist of money or fungible things, except in the case of Articles 2206 and 2246.

The deposited item must be returned with all its additions and fruits.

Art. 2254. A depositary who is not in default of return is not liable for force majeure or unforeseeable circumstances; but if, as a result of the accident, he receives the price of the deposited item or another item in its place, he is obliged to return to the depositor what he has been given.

Art. 2255. If the heirs, having no knowledge of the deposit, have sold the deposited item, the depositor (being unable or unwilling to bring an action for recovery, or if such action is ineffective) may demand that they return what they have received for said item, or that they assign to him the rights to which they are entitled by virtue of the sale.

Art. 2256. The costs of transportation necessary for the restitution of the deposit shall be borne by the depositor.

Art. 2257. The rules of articles 2205 to 2210 apply to deposits.

Art. 2258. The depositary may not, without the consent of the depositor, retain the deposited item as compensation or as security for what the depositor owes him, but only on account of the expenses and damages referred to in the following article.

Art. 2259. The depositor must compensate the depositary for the expenses incurred in preserving the item, which he would probably have incurred himself had he had it in his possession, as well as for any damages caused by the deposit through no fault of his own.

CHAPTER 2. NECESSARY DEPOSIT PARAGRAPH 1

Art. 2260. A deposit is properly called necessary when the choice of depositary does not depend on the free will of the depositor, as in the case of fire, ruin, looting, or other similar calamity.

Art. 2261. All types of evidence are admissible in relation to necessary deposits.

Art. 2262. A necessary deposit made by an adult who does not have free administration of their property but is of sound mind constitutes a quasi-contract, which binds the depositary without the authorization of their legal representative.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words typical of the Spanish of the time.

Art. 2263. The depositary's liability extends to slight negligence.

Art. 2264. In all other respects, the necessary deposit is subject to the same rules as the voluntary deposit.

PARAGRAPH 2

Art. 2265. The effects that a person staying at an inn brings with them and entrusts to the innkeeper or their employees are considered to be deposited in the custody of the innkeeper. This deposit is similar to a necessary deposit, and Articles 2261 et seq. apply to it.

Art. 2266. The innkeeper is liable for any damage caused to such effects through his own fault or that of his employees, or of strangers visiting the inn, and even for theft and robbery; but not for force majeure or unforeseeable circumstances, unless he can be blamed for negligence or wilful misconduct.

Art. 2267. The innkeeper is also obliged to ensure the safety of the belongings that the guest keeps around him. In this regard, he is liable for damage caused, or theft or robbery committed by the servants, "workers" or "employees of the inn, or by strangers who are not relatives or visitors of the guest.

CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2268. Guests who complain of damage, theft, or robbery must prove the number, quality, and value of the missing items.

Art. 2269. A traveler who brings with them items of great value, which are not normally included in the luggage of persons of their class, must inform the innkeeper and even show them to him, if he so requires, so that special care may be taken in their custody; if they fail to do so, the judge may dismiss the claim in this regard.

Art. 2270. If the incident is in any way attributable to the negligence of the guest, the innkeeper shall be acquitted.

Art. 2271. The innkeeper's liability shall also cease when it has been agreed to exempt him from it.

Art. 2272. The provisions of the preceding articles apply to the managers of inns, cafes, billiard halls, bathhouses, and other similar establishments.

CHAPTER 3. Kidnapping

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

Art. 2273. El secuestro, es el depósito de un objeto que se disputan dos o más personas, y el que debe ser devuelto a la persona que obtiene una decisión en su favor. **X**
a claratoria: puede contener vocablos propios del castellano de la época. **X**
 return them to the person who obtains a decision in their favor.

The depositary is called a sequestrator.

Art. 2274. The rules governing seizure are the same as those governing deposit itself, except for the provisions set forth in the following articles and in procedural laws.

Art. 2275. Not only movable property but also real estate may be seized.

Art. 2276. Seizure is either conventional or judicial.

Conventional seizure is constituted by the sole consent of the persons disputing the object in question. *Judicial* seizure is constituted by decree of a judge, and no other proof is required.

Art. 2277. The depositors have the same obligations to the sequestrator as the depositor has to the depositary in the deposit itself, with regard to the expenses and damages caused by the sequestration.

Art. 2278. If possession is lost, the sequestrator may claim it against any person, including any of the depositors, who has taken it without the consent of the other, or without a decree of the judge, as the case may be.

Art. 2279. The sequestration of real estate has, with regard to its administration, the powers and duties of an agent, and must account for its actions to the future assignee.

Art. 2280. Until a final judgment of adjudication has been rendered, the sequestrator may not be relieved of his office except for an urgent necessity, of which he shall give notice to the depositors, if the sequestration is conventional, or to the judge in the contrary case, so that he may arrange for his replacement.

He may also cease before said judgment, by unanimous agreement of the parties, if the sequestration is conventional, or by decree of the judge, in the opposite case.

Art. 2281. **Once** said judgment has been pronounced and enforced, the sequestrator must return the deposit to the successful bidder.

TITLE 32. On aleatory contracts.

Art. 2282. The main aleatory contracts are:

X

3. The life annuity constitution.

CHAPTER 1. Gambling and betting.

Art. 2283. Gambling and betting do not give rise to any action or exception. The winner cannot demand payment.

If the loser pays, they have, in any case, the right to recover what they have paid.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2284. There is fraud on the part of the person making the bet if they know for certain that the event in question will occur or has occurred.

Art. 2285. Payments made by persons who do not have free administration of their property may be recovered, in all cases, by their respective parents, husbands, guardians, or curators.

CASE LAW [\[Show\]](#)

Art. 2286. Notwithstanding the provisions of Article 2283, games of strength or physical skill, such as weapons, foot or horse races, ball games, and other similar games, shall be actionable, provided that they do not contravene police laws.

In the event of a violation, the judge shall dismiss the claim in its entirety.

CHAPTER 2. of the constitution of life annuity.

Art. 2287. The *establishment of a life annuity* is a random contract in which one person undertakes, for consideration, to pay another person a periodic *income or pension* during the lifetime of either of these two persons or a third party.

Art. 2288. The life annuity may be constituted in favor of two or more persons who enjoy it simultaneously, with or without the right of accretion, or successively, according to the agreed order, provided that all exist at the time of the contract.

Art. 2289. It may also be stipulated that the life annuity shall be payable during the lifetime of several individuals, who shall be designated. No person who does not exist at the time of the contract may be designated for this purpose.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X

clarification: it may contain words specific to the Spanish of the time.

Art. 2290. The price of the life annuity, or what is paid for the right to receive it, may consist of

money, or in real estate or personal property. The pension may only be in money.

Art. 2291. The contracting parties are free to establish the pension they wish, in the form of a life annuity. The law does not determine any proportion between the annuity and the price.

Art. 2292. The life annuity contract must be executed by public deed and shall not be perfected until the price has been paid.

Art. 2293. The contract shall be null and void if, prior to its completion, the person on whose existence the duration of the annuity depends dies, or if at the time of the contract he or she was suffering from an illness that caused his or her death within the following thirty days.

Art. 2294. The creditor may not request the termination of the contract, even in the event of non-payment of the pension, nor may the debtor request it, even if he offers to refund the price and refund or pay the accrued pensions, unless the contracting parties have stipulated otherwise.

Art. 2295. In the event of non-payment of the pension, proceedings may be brought against the debtor's assets for payment of the arrears, and the debtor may be required to provide security for future payments.

Art. 2296. If the debtor does not provide the stipulated security, the creditor may request that the contract be annulled.

Art. 2297. If the third party on whose existence the duration of the annuity depends survives the person who is to enjoy it, the latter's right shall be transferred to those who succeed him or her by reason of death.

Art. 2298. In order to demand payment of the life annuity, it shall be necessary to prove the existence of the person on whose life it depends.

Art. 2299. Upon the death of the person on whose existence the duration of the life annuity depends, the entire current year shall be owed if the contract stipulates that it be paid in advance, and in the absence of such a stipulation, only the portion corresponding to the number of calendar days shall be owed.

Art. 2300. The life annuity shall not be extinguished by any statute of limitations, unless it has ceased to be received and claimed for more than thirty consecutive years.

Art. 2301. When a life annuity is constituted free of charge, there is no aleatory contract.

It shall therefore be subject to the rules governing donations and legacies, without prejudice to the preceding articles insofar as they are applicable.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X**TITLE 33.**

Quasi-contracts.

Article 2302. *Repealed*

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)

Art. 2303. There are three main quasi-contracts: informal agency, payment of undue amounts, and community.

CHAPTER 1.

On informal agency or management of another's affairs.

Art. 2304. *Unofficial agency or management of another's affairs*, commonly called management of affairs, is a contract (sic) whereby the person who administers another's property without a mandate is bound to that person and, in certain cases, binds that person.

Art. 2305. The obligations of the unofficial agent or manager are the same as those of the agent.

Art. 2306. Consequently, he must exercise the care of a good father of a family in the management, but his responsibility may be greater or lesser depending on the circumstances that led to the management.

If he has taken charge of it to save the interests of others from imminent danger, he is only liable for fraud or gross negligence; and if he has voluntarily taken charge of it, he is liable even for slight negligence, unless he has offered to do so, preventing others from doing so, in which case he shall be liable for all negligence.

Art. 2307. He must also take charge of all aspects of the business and continue in the management until the interested party can take it over or entrust it to another.

If the interested party dies, he shall continue in the management until the heirs decide otherwise.

Art. 2308. If the business has been well managed, the interested party shall fulfill the obligations that the manager has contracted in the management and shall reimburse him for any useful or necessary expenses.

The interested party is not obliged to pay any salary to the manager.

If the business has been poorly managed, the manager shall be liable for any damages.

Art. 2309. Anyone who manages another person's business against the express prohibition of the interested party has no claim against him, except insofar as that management has been effectively useful to him, and the usefulness exists at the time of the claim.

Those typical of the Spanish time.

The judge, however, shall in this case grant the interested party the period requested for payment of the claim, which appears equitable given the circumstances of the defendant.

Art. 2310. Anyone who, believing they are conducting their own business, conducts that of another person, shall be entitled to reimbursement up to the amount of the actual profit made by that person, which existed at the time of the claim.

Art. 2311. Anyone who, believing they are conducting the business of one person, conducts that of another, shall have the same rights and obligations with respect to the latter as they would have had if they had intended to serve the true interested party.

Art. 2312. The manager may not bring any action against the interested party without first providing a regular account of the management, with supporting documents or equivalent evidence.

CHAPTER 2.

Payment of undue amounts.

Art. 2313. If the person who has made a payment in error proves that it was not due, he shall be entitled to recover the amount paid.

However, when a person, as a result of an error on their part, has paid someone else's debt, they shall not have the right of recourse against the person who, as a result of the payment, has suppressed or canceled a title necessary for the collection of their credit, but may bring the creditor's actions against the debtor.

Art. 2314. No recourse may be sought for payments made to fulfill a purely natural obligation, as listed in Article 1527.

Art. 2315. Even what has been paid due to an error of law may be recovered, when the payment was not based on even a purely natural obligation.

Art. 2316. If the defendant admits to the payment, the plaintiff must prove that it was not due. If the

defendant denies the payment, it is up to the plaintiff to prove it; once proven, it shall be presumed to be

undue.

Art. 2317. A person who gives what is not due is not presumed to be donating it, unless it is proven that they had perfect knowledge of what they were doing, both in fact and in law.

Art. 2318. Anyone who has received money or fungible goods that were not owed to them is obliged to return the same amount of the same kind and quality.

If they have received it in bad faith, they shall also owe the current interest.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

clarification: it may contain words specific to the Spanish of the time.

X

Art. 2319. Anyone who has received goods in good faith is not liable for damage or loss to the goods was given to them under the false impression that it was owed to them, even if such deterioration or loss occurred due to their negligence; except in

it has made them richer.

However, once they know that the item was paid for improperly, they assume all the obligations of a possessor in bad faith.

Art. 2320. Anyone who has sold in good faith the property that was given to them as due, without it being so, is only obliged to return the sale price and to assign any claims they may have against the buyer who has not paid them in full.

If he was acting in bad faith when he made the sale, he is liable like any possessor who has fraudulently ceased to possess.

Art. 2321. Anyone who has paid what they did not owe cannot pursue the goods possessed by a third party in good faith, for valuable consideration; but they shall be entitled to have the third party who has them for any lucrative title return them, if the goods are recoverable and exist in their possession.

The obligations of the donee who restitutes are the same as those of the author, according to Article 2319.

CHAPTER 3. of quasi-contract of community

Art. 2322. The community of a universal or singular thing, between two or more persons, without any of them having contracted a partnership or entered into another agreement relating to the same thing, is a kind of quasi-contract.

Art. 2323. The right of each of the co-owners over the common thing is the same as that of the partners in the company's assets.

Art. 2324. If the thing is universal, such as an inheritance, each of the co-owners is liable for the debts of the common thing, as heirs are liable for inheritance debts.

Art. 2325. Only the co-owner who incurred the debts on behalf of the community during the community is liable for them; he shall have a claim against the community for reimbursement of what he has paid for it.

If the debt has been incurred by the co-owners collectively, without specifying shares, all of them, having not stipulated joint and several liability, are liable to the creditor in equal parts; except for the right of each one against the others to be reimbursed for what they have paid in excess of their share.

Art. 2326. Each co-owner owes the community what he takes from it, including the current interest on the common money he has used in his private business, and is liable even for slight negligence for any damage he has caused to common property and business.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Article 2327. Each member owes contribute to the works i repairs of the community

3. If any of the co-owners request that the lots be awarded in a single draw, this shall be verified, and

4. If the interested parties have not paid their share of the estimated costs of the operation before the distribution begins, said share shall be deducted from the respective lots and an equivalent portion of land shall be set aside for the aforementioned expense.

Article 2339. The common drainage channel of the lagoon or marsh, which belongs to various individuals or extends over their land, is a common property among them, and when any or some of the interested parties wish to clean or deepen said channel, or open a new one to better drain the land, all must contribute to the expenses in proportion to the benefits they receive according to the opinion of experts, and if they fail to do so, those carrying out the work shall be entitled to compensation equal to half of the increased value that the land of those who have not contributed will acquire as a result of such work; in order to determine this increased value, the land shall be appraised by experts before proceeding with the operation.

Article 2340. The community shall be terminated:

1. ° By the consolidation of the shares of all the co-owners in a single person;
2. ° By the destruction of the common property;
3. ° By the division of the common property.

TITLE 34.

Joint liability for crimes and faults.

Article 2341. Anyone who has committed a crime or fault that has caused damage to another is obliged to pay compensation, without prejudice to the main penalty imposed by law for the fault or crime committed.

Article 2342. This compensation may be claimed not only by the owner or possessor of the thing on which the damage has fallen or their heir, but also by the usufructuary, the inhabitant, or the user, if the damage infringes on their right of usufruct, habitation, or use. In other cases, it may also be claimed by the person who has the thing, with the obligation to answer for it, but only in the absence of the owner.

Article 2343. The person who caused the damage and their heirs are liable for compensation.

Those who benefit from the wrongdoing of others, without having taken part in it, are only liable for the value of the benefit they have received.

Article 2344. If a crime or fault has been committed by two or more persons, each of them shall be jointly and severally liable for any damage resulting from the same crime or fault, except as provided in Articles 2350 and 2355.

Any fraud or deceit committed by two or more persons shall give rise to joint and several liability under the preceding paragraph.

Article 2345. A drunk person is liable for the damage caused by their crime or fault.

Article 2346. Minors under the age of 12 are not capable of committing a crime or fault; however, the persons responsible for such minors shall be liable for any damage caused by them, if such persons

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For this reason, **clarification:** it may contain words specific to the Spanish of that period.

TEXT CORRESPONDING TO [Show]

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2347. Every person is responsible not only for their own actions for the purpose of compensating for damage, but also for the actions of those in their care.

Thus, parents are jointly and severally liable for the actions of their minor children living in the same household.

Likewise, guardians or curators are liable for the conduct of wards living under their care and supervision.

Thus, school principals are liable for the actions of their students while they are under their care, and artisans and business owners are liable for the actions of their apprentices or employees in the same case.

However, the liability of such persons shall cease if, with the authority and care conferred and prescribed by their respective status, they could not have prevented the act.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2348. Parents shall always be liable for damage caused by the faults or crimes committed by their minor children, which are known to have resulted from poor education or vicious habits that they have allowed them to acquire.

Article 2349. Employers shall be liable for damage caused by their employees in the course of their employment, but shall not be liable if it is proven or appears that on such occasion they have behaved in an improper manner that the employers had no means of foreseeing or preventing by exercising ordinary care and competent authority; in this case, all liability for the damage shall fall on the said employees.

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2350. The owner of a building is liable for damage caused by its collapse, whether due to failure to carry out necessary repairs or to any other breach of the duty of care expected of a prudent person.

There shall be no liability if the ruin occurs due to unforeseeable circumstances, such as flooding, lightning, or an earthquake.

If the building belongs to two or more persons jointly, the compensation shall be divided among them in proportion to their shares of ownership.

Article 2351. If the damage caused by the ruin of a building is due to a construction defect, the liability prescribed in rule 3 of article 2060 shall apply.

Article 2352. The owner of a building is liable for damage caused by its collapse, whether due to failure to carry out necessary repairs or to any other breach of the duty of care expected of a prudent person. There shall be no liability if the ruin occurs due to unforeseeable circumstances, such as flooding, lightning, or an earthquake. If the building belongs to two or more persons jointly, the compensation shall be divided among them in proportion to their shares of ownership. If the damage caused by the ruin of a building is due to a construction defect, the liability prescribed in rule 3 of article 2060 shall apply.

fault, according to Article 2346.

Article 2353. The owner of an animal is liable for damage caused by that animal, even after it has been released or lost, unless the release, loss, or damage cannot be attributed to the fault of the owner or the employee responsible for the care or service of the animal.

What is said of the owner applies to any person who uses another's animal, except for his action against the owner if the damage has occurred due to a quality or defect of the animal that the owner, with reasonable care or prudence, should have known or foreseen, and of which he did not inform him.

Article 2354. Damage caused by a wild animal, which is not reported to be useful for the care or service of a property, shall always be attributable to the person who has it; and if he alleges that it was not possible for him to avoid the damage, he shall not be heard.

CASE LAW [\[Show\]](#)

Article 2355. Damage caused by an object that falls or is thrown from the top of a building is attributable to all persons inhabiting the same part of the building, and compensation shall be divided among all of them, unless it is proven that the act was due to the fault or malicious intent of one person exclusively, in which case that person alone shall be liable.

If there is anything on a building or other elevated location that threatens to fall or cause damage, the owner of the building or site, or its tenant, or the person to whom the thing belongs or who uses it, may be compelled to remove it, and any member of the public shall have the right to request its removal.

Article 2356. As a general rule, any damage that can be attributed to the malice or negligence of another person must be repaired by that person.

The following are especially obligated to make such repairs:

- 1.º Anyone who recklessly fires a firearm.
- 2.º Anyone who removes the slabs from a ditch or pipe, or uncovers them in a street or road, without taking the necessary precautions to prevent those who pass by there during the day or night from falling.
- 3.º Anyone who is obliged to construct or repair an aqueduct or fountain that crosses a road and leaves it in a condition that could cause harm to those traveling on the road.

Article 2357. The assessment of damages is subject to reduction if the person who suffered them exposed themselves to them recklessly.

Article 2358. Actions for compensation for damage resulting from a crime or fault that may be brought against those who are punishable for the crime or fault shall be time-barred within the terms specified in the Criminal Code for the limitation of the principal penalty.

Actions for compensation for damage that may be brought against liable third parties, in accordance with the letter dated 8/4, 1873, may contain words specified in the Spanish language of the Republic of Colombia, period.

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Article 2359. As a general rule, action is granted in all cases of contingent damage, which, due to

The recklessness or negligence of any person threatens unspecified persons; but if the damage threatens only specified persons, only some of these may bring the action.

Article 2360. If the popular actions to which the preceding articles give right are declared well-founded, the plaintiff shall be compensated for all the costs of the action and shall be paid for the time and diligence employed in it, without prejudice to the specific remuneration granted by law in certain cases.

TITLE 35.

On bonds.

CHAPTER 1

On the constitution and requirements of suretyship

Article 2361. A bond is an accessory obligation, by virtue of which one or more persons are liable for another's obligation, undertaking to the creditor to fulfill it in whole or in part if the principal debtor fails to do so.

The surety bond may be constituted not only in favor of the principal debtor, but also of another guarantor.

Article 2362. The bond may be conventional, legal, or judicial.

The first is constituted by contract, the second is ordered by law, and the third by decree of a judge.

Legal and judicial bonds are subject to the same rules as conventional bonds, unless the law that requires them or the Judicial Code provides otherwise.

Article 2363. The party obliged to provide a bond may not substitute a mortgage or pledge for it, or vice versa, against the will of the creditor.

If the bond is required by law or by order of a judge, it may be replaced by a sufficient pledge or mortgage.

Article 2364. The obligation to which the bond relates may be civil or natural.

Article 2365. Not only a pure and simple obligation may be secured, but also a conditional and fixed-term obligation.

A future obligation may also be secured; in this case, the guarantor may withdraw as long as the principal obligation does not exist, remaining, however, liable to the creditor and to third parties acting in good faith, as the principal in the case of Article 2199.

Article 2366. The bond may be granted up to or from a certain date or under a suspensive or resolutive condition.

Article 2367. The guarantor may agree with the debtor on a monetary remuneration for the service provided.

Article 2368. Persons incapable of exercising their rights may not be guarantors.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

TEXT CORRESPONDING TO [\[Show\]](#)

CASE LAW [\[Show\]](#)**PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2369. The guarantor cannot be bound for more than the principal debtor owes, but may be bound for less.

He may be bound to pay a sum of money instead of something else of equal or greater value.

By guaranteeing an act performed by another, only the compensation for the act's non-performance is guaranteed.

The obligation to pay something other than money in lieu of something else, or a sum of money, does not constitute a guarantee.

Article 2370. The guarantor cannot be bound by terms more onerous than those of the principal debtor, not only with regard to the amount but also to the time, place, condition, or manner of payment, or to the penalty imposed for non-performance of the contract that exceeds the guarantee, but may be bound by less onerous terms.

However, he may be bound in a more effective manner, for example, with a mortgage, even if the principal obligation does not have one.

A bond that exceeds the principal obligation in any of the respects indicated in the first paragraph shall be reduced to the terms of the principal obligation.

In case of doubt, the interpretation most favorable to the conformity of the two principal and accessory obligations shall be accepted.

Article 2371. A bond may be secured without an order and even without notice, and against the will of the principal debtor.

Article 2372. A legal entity and an estate in abeyance may be guaranteed.

Article 2373. The bond is not presumed, nor should it be extended beyond the terms of the agreement; but it is assumed to include all accessories of the debt, such as interest, court costs of the first demand made to the principal debtor, those of the subsequent demand made to the guarantor, and all those subsequent to this demand; but not those incurred in the intervening period between the first demand and the aforementioned demand.

Article 2374. The following are obliged to provide security at the request of the creditor:

- 1.º The debtor who has stipulated it;
- 2.º The debtor whose powers are diminished to such an extent as to manifestly jeopardize the fulfillment of his obligation;

3. A debtor who gives reason to fear that he will leave the Territory with the intention of settling in
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 original in words specific to the Spanish of the period. X

provide new security.

Article 2376. The party required to provide security must provide a guarantor who is capable of acting as such, who has more than sufficient assets to make it effective, and who is domiciled or elects domicile in a State or Territory of the Union.

In order to determine the sufficiency of the assets, only real estate shall be taken into account, except in commercial matters or when the secured debt is modest.

However, real estate that is seized or in dispute, or that does not exist in the Territory, or that is subject to onerous mortgages or resolutive conditions shall not be taken into account.

If the debtor is responsible for debts that jeopardize even unmortgaged real estate, such real estate shall not be taken into account either.

Article 2377. The guarantor is liable even for slight negligence in all the obligations to which he is bound.

Article 2378. The rights and obligations of guarantors are transferable to their heirs.

CHAPTER 2. **on the effects of the guarantee between the creditor and the guarantor**

Article 2379. The guarantor may pay the debt even before being sued by the creditor, in all cases where the principal debtor could do so.

Article 2380. The guarantor may raise against the creditor any real defenses, such as fraud, violence, or *res judicata*, but not the personal defenses of the debtor, such as his inability to bind himself, assignment of property, or his right not to be deprived of the necessities of life.

Real defenses are those inherent in the principal obligation.

Article 2381. When the creditor has placed the guarantor in a position where he cannot subrogate his actions against the principal debtor or against the other guarantors, the guarantor shall be entitled to have deducted from the creditor's claim everything that said guarantor could have obtained from the principal debtor or from the other guarantors by means of legal subrogation.

Article 2382. Even if the guarantor is not counterclaimed, he may require the creditor, once the debt is due and payable, to proceed against the principal debtor; and if the creditor delays after this request, the guarantor shall not be liable for the insolvency of the principal debtor that occurs during the delay.

Article 2383. The counterclaimed guarantor enjoys the *benefit of escusion*, by virtue of which he may demand that, before proceeding against him, the debt be pursued in the assets of the principal debtor and in the mortgages or pledges provided by the latter for the security of the same debt.

X

2. That the guarantor has not been bound as a joint and several debtor.

3.^a That the principal obligation gives rise to action.

4.^a That the bond has not been ordered by the judge.

5.^a That the benefit be opposed after the guarantor has been summoned, unless the debtor, at the time of the summons, has no assets and subsequently acquires them.

6. That the principal debtor's assets be disclosed to the creditor.

Article 2385. The following shall not be taken into account for enforcement:

1.^o Assets located outside the territory or domicile of the debtor.

2.^o Assets that are seized or disputed, or credits that are doubtful or difficult to collect.

3.^o Assets whose ownership is subject to a resolutive condition.

4.^o Assets mortgaged in favor of preferential debts to the extent necessary for the full payment thereof.

The waiver of the principal guarantor shall not be construed as a waiver by the sub-guarantor.

Article 2386. The creditor shall be entitled to have the guarantor advance the costs of the examination.

The judge shall, if necessary, set the amount of the advance and appoint the person in whose custody it shall be deposited, who may be the creditor himself.

If the guarantor prefers to make the escusion himself, within a reasonable period of time, he shall be heard.

Article 2387. When several principal debtors have become jointly and severally liable, and one of them has provided security, the counterclaimed guarantor shall be entitled not only to have the escusion made on the assets of that debtor, but also on those of his co-debtors.

Article 2388. The benefit of escusion may only be invoked once.

If the seizure of the assets designated once by the guarantor is ineffective or insufficient, no other assets may be designated, unless they have been subsequently acquired by the principal debtor.

Article 2389. If the assets seized only produce a partial payment of the debt, the creditor shall nevertheless be obliged to accept it and may only counterclaim against the guarantor for the unpaid portion.

Article 2390. If the creditor fails or is negligent in the seizure, and the debtor becomes insolvent in the meantime, the guarantor shall not be liable except for the amount exceeding the value of the assets designated for seizure.

If the guarantor has expressly and unequivocally undertaken to pay only what the creditor cannot collect, the guarantor shall not be liable for the debt, unless he has expressly undertaken to pay the debt in addition to the principal debtor.

1.^a That the creditor had sufficient means to obtain payment;

2.^a That they have been negligent in using them;

Article 2391. The sub-guarantor enjoys the benefit of escusion, both with respect to the guarantor and the principal debtor.

Article 2392. If there are two or more guarantors for the same debt who have not jointly and severally committed themselves to payment, the debt shall be deemed to be divided equally between them, and the creditor may only demand from each of them their respective share.

The insolvency of one guarantor shall be borne by the others; however, a guarantor whose sub-guarantor is not insolvent shall not be considered insolvent.

A guarantor who has unequivocally limited his liability to a specific sum or share shall not be liable beyond that sum or share.

Article 2393. The division provided for in the previous article shall take place among the guarantors of the same debtor and for the same debt, even if the guarantees have been provided separately.

CHAPTER 3.

The effects of the bond between the guarantor and the debtor.

Article 2394. The guarantor shall have the right to have the principal debtor relieve him, or guarantee the results of the guarantee, or deposit means of payment in the following cases:

1.º When the principal debtor dissipates or recklessly risks his assets.

2.º When the principal debtor undertook to obtain relief from the bond within a certain period, and this period has expired.

3.º When the period has expired or the condition that makes the principal obligation immediately enforceable in whole or in part has been fulfilled.

4.º If ten years have elapsed since the bond was granted, unless the principal obligation was contracted for a longer period of time, or is one of those that are not subject to extinction within a specified period of time, such as that of guardians and curators, that of the usufructuary, that of the life annuity, that of employees in the collection or administration of public revenues;

5.º If there is reasonable fear that the principal debtor will flee, leaving insufficient real estate to pay the debt.

The rights granted here to the guarantor do not extend to those who guaranteed against the debtor's will.

Article 2395. The guarantor shall have recourse against the principal debtor for reimbursement of what he has paid on his behalf, with interest and expenses, even if the guarantor was unknown to the debtor.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
 Tendrá también derecho a indemnización de perjuicios, según las reglas generales.
 aclaratoria: pueden tener vocablos propios del castellano de la época.

However, you may not claim reimbursement for unreasonable expenses, nor for those incurred before notifying the

principal debtor of the claim brought against said guarantor.

Article 2396. When the bond has been granted at the request of a third party, the guarantor who has paid shall have recourse against the principal, without prejudice to any recourse against the principal debtor.

Article 2397. If there are several principal and joint debtors, the person who has guaranteed them all may sue each of them for the total amount of the debt, under the terms of Article 2395; but the particular guarantor of one of them may only recover the whole from that one; and shall have against the others only the actions that correspond to him, as subrogated to those of the debtor whom he has guaranteed.

Article 2398. A guarantor who has paid before the expiration of the term of the principal obligation may not bring a counterclaim against the debtor until after the expiration of the term.

Art. 2399. A guarantor to whom the creditor has forgiven all or part of the debt may not seek recourse against the debtor for the amount forgiven, unless the creditor has assigned his claim to him for that purpose.

Art. 2400. The actions granted by Article 2395 shall not apply in the following cases:

- 1.º When the obligation of the principal debtor is purely natural and has not been ratified or has not expired.
- 2.º When the guarantor has undertaken the obligation against the will of the principal debtor, except insofar as the debt has been extinguished, and without prejudice to the guarantor's right to seek recourse against the appropriate party, in accordance with the general rules.
- 3.º When the debt has not been extinguished because the guarantor's payment was not valid.

Article 2401. A debtor who paid without notifying the guarantor shall be liable to the latter for any amount that, unaware of the extinction of the debt, he pays again; but he shall have recourse against the creditor for the undue payment.

Article 2402. If the guarantor paid without notifying the debtor, the latter may raise against him all the defenses that the debtor himself could have used against the creditor at the time of payment.

If the debtor, unaware of the extinction of the debt due to the lack of notice, pays again, the guarantor shall have no recourse against him, but may bring an action against the creditor for undue payment.

CHAPTER 4. of the effects of the bond between the co-guarantors.

Article 2403. A guarantor who pays more than his proportional share shall be subrogated for the excess to the rights of the creditor against the co-guarantors.

Art. 2404. The co-guarantors may not oppose the one who has paid with the purely personal exceptions of the principal debtor.

Nor may they raise against the co-guarantor who has paid the purely personal defenses that corresponded to the latter against the creditor, even if the latter did not wish to avail himself of them.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
clarification: it may contain words specific to the Spanish of the time.

Article 2405. In the event of the insolvency of the guarantor for whom he undertook the obligation, the sub-guarantor is liable for the obligations of the latter to the other guarantors.

CHAPTER 5. Extinction of the bond

Article 2406. The bond is extinguished in whole or in part by the same means as other obligations, according to the general rules, and in addition:

- 1.º By the release of the bond in whole or in part, granted by the creditor to the guarantor.
- 2.º When the creditor, through his own act or fault, has lost the actions in which the guarantor had the right of subrogation.
- 3.º Due to the extinction of the principal obligation in whole or in part.

Art. 2407. If the creditor voluntarily accepts from the principal debtor, in discharge of the debt, an object other than that which the debtor was obliged to give in payment, the surety is irrevocably extinguished, even if the object is subsequently evicted.

Article 2408. The surety is extinguished by the confusion of the capacities of creditor and guarantor, or of debtor and guarantor; but in the latter case, the obligation of the sub-guarantor shall remain.

TITLE 36. The pledge contract

Art. 2409. Under a *pawn or pledge* agreement, a movable item is delivered to a creditor as security for their credit.

The item delivered is called a *pledge*;

The creditor who holds it is called the *pledgee*.

Article 2410. A pledge agreement always implies a principal obligation to which it is subject.

Article 2411. This contract is only perfected by the delivery of the pledge to the creditor.

Article 2412. An item may only be pledged by a person who has the power to dispose of it.

CASE LAW [\[Show\]](#)

Article 2413. The pledge may be constituted not only by the debtor, but also by any third party who provides this service to the debtor.

Article 2414. Repealed.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~an~~ ~~the~~ ~~of~~ ~~the~~ ~~text~~ ~~of~~ ~~the~~ ~~law~~ ~~of~~ ~~1873~~ ~~retains~~ ~~the~~ ~~original~~ ~~wording~~ ~~published~~. For this reason,

PREVIOUS LEGISLATION [\[Show\]](#)

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Article 2415. If the pledge does not belong to the person who constitutes it, but to a third party who has not consented to the pledge, the contract nevertheless remains in force until its owner claims it, unless the creditor knows that it has been stolen, taken by force, or lost, in which case the provisions of Article 2208 shall apply to the pledge.

Article 2416. If the owner claims the item pawned without his consent, and restitution is verified, the creditor may demand that another pledge of equal or greater value be given to him, or that another competent security be granted to him; and in the absence of either, the principal obligation shall be fulfilled immediately, even if there is a pending payment term.

Article 2417. No item may be taken from the debtor against their will to serve as collateral, except by the ministry of justice.

No property may be retained from the debtor as security for the debt without his consent, except in cases expressly designated by law.

Article 2418. If the creditor loses possession of the pledge, he shall have recourse to recover it against any person in whose possession it may be, without exception of the debtor who has constituted it.

However, the debtor may retain the pledge by paying the entire debt for which it was pledged.

Once this payment has been made, the creditor may not claim it, alleging other credits, even if they meet the requirements listed in Article 2426.

Article 2419. The creditor is obliged to keep and preserve the pledge as a good householder and is liable for any damage to the pledge caused by his act or fault.

Article 2420. The creditor may not use the pledge without the consent of the debtor. In this respect, their obligations are the same as those of a mere depositary.

Art. 2421. The debtor may not claim the return of the pledge, in whole or in part, until he has paid the entire debt in principal and interest, the necessary expenses incurred by the creditor for the preservation of the pledge, and the damages caused to him by its possession.

However, if the debtor requests permission to replace the pledge with another, without prejudice to the creditor, he shall be heard.

If the creditor abuses this right, they shall lose their right to the pledge, and the debtor may request the immediate return of the pledged item.

Art. 2422. The pledgee shall have the right to request that the pledge of the defaulting debtor be sold at public auction, so that the proceeds may be used to pay him; or, in the absence of an acceptable bid, that it be appraised by experts and awarded to him in payment, up to the amount of his credit, without any stipulation being valid in

contrario, sin perjuicio de su derecho a no perder, seguir la obligación principal por otros medios. **clarification:**

El texto de la Ley 84 de 1873 conserva la redacción original publicada. Por lo tanto, may contain words specific to the Spanish of the period. **X**

TEXT CORRESPONDING TO [Show]

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2423. The creditor and the debtor may be admitted to the auction of the pledged property.

Article 2424. Until the sale and award provided for in Article 2422 have been completed, the debtor may pay the debt, provided that the payment is complete and includes the expenses already incurred in the sale or award.

Art. 2425. If the value of the pledged item does not exceed twenty (20) times the current legal monthly minimum wage, the judge may, at the request of the creditor, award it at its appraised value, without proceeding to auction it.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2426. Once the debt has been paid in full, the pledge must be returned.

However, the creditor may retain it if he has other claims against the same debtor, provided that they meet the following requirements:

1. ° They are certain and liquid;
2. ° They must have been incurred after the obligation for which the pledge was constituted.
3. ° They must have become due and payable before the payment of the previous obligation.

Article 2427. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2428. The creditor is obliged to return the pledge with any increases it has received from nature or time. If the pledge has yielded fruit, the creditor may apply it to the payment of the debt, accounting for it and being liable for any surplus.

Article 2429. If the debtor sells the pledged item, the buyer shall have the right to request its delivery from the creditor, paying or depositing the amount of the debt for which the pledge was expressly contracted.

The same right is granted to the person to whom the debtor has conferred an onerous title for the enjoyment or possession of the pledge.

In none of these cases may the first creditor excuse himself from restitution by claiming other credits, even with the requirements listed in Article 2426.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

Article 2430. The pledge is indivisible. Consequently, the heir who has paid his share of the debt may not request the return of part of the pledge while any part of the debt remains outstanding; and

reciprocally, the heir who has received his share of the credit may not remit the pledge, even in part, while his co-heirs have not been paid.

Article 2431. The right of pledge is extinguished by the complete destruction of the pledged item.

It is also extinguished when ownership of the pledged item passes to the creditor by any title.

If when, by virtue of a resolutive condition, the person who pledged the item loses ownership of it; but the creditor acting in good faith shall have the same right against the debtor who did not inform him of the condition as in the case of Article 2416.

TITLE 37. Mortgages

Article 2432. A mortgage is a right of pledge constituted on real estate that nevertheless remains in the possession of the debtor.

Article 2433. A mortgage is indivisible.

Consequently, each of the items mortgaged for a debt, and each part thereof, is liable for the payment of the entire debt and each part thereof.

Article 2434. A mortgage must be granted by public deed.

The public deed of the mortgage and that of the contract to which it relates may be the same.

Article 2435. The mortgage must also be registered in the public registry; without this requirement, it shall have no value, and its date shall not be counted until after registration.

Article 2436. Mortgage contracts entered into outside the republic or a territory shall provide a mortgage on property located anywhere within the republic or the respective territory, provided that they are registered in the competent registry.

Article 2437. If the constitution of the mortgage suffers from relative nullity, and is subsequently validated by the passage of time or ratification, the date of the mortgage shall always be the date of registration.

Article 2438. The mortgage may be granted under any condition, and from or until a certain date.

Granted under a condition precedent or from a certain date, it shall not be valid until the condition is fulfilled or the date arrives; but once the condition is fulfilled or the date arrives, its date shall be the same as the date of registration.

It may also be granted at any time, before or after the contracts to which it relates, and shall run from the date of registration.

Article 2439. Only a person who is capable of disposing of their property and who meets the necessary requirements for its disposal may grant a mortgage on their property.

Ne den el texto de ley que los bienes se los para la seguridad de una obligación; no se
 tendrá acción personal contra el dueño si éste no se ha sometido a ella.
 aclaración: precede en el artículo 1.º de la ley 1.ª de 1873, en el artículo 1.º de la ley 1.ª de 1873.

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CASE LAW [\[Show\]](#)

Art. 2440. The owner of property encumbered by a mortgage may always sell or mortgage it, notwithstanding any stipulation to the contrary.

Article 2441. A person who only has a contingent, limited, or rescindable right over the mortgaged property shall not be deemed to mortgage it except under the conditions and limitations to which the right is subject, even if this is not expressly stated.

If the right is subject to a resolutive condition, the provisions of Article 1548 shall apply.

Article 2442. Before the division of the common property, the co-owner may mortgage his share; but once the division has been verified, the mortgage shall only affect the assets that are awarded on the basis of that share, if they are mortgageable. If they are not, the mortgage shall expire.

However, the mortgage may remain in force on the property awarded to the other participants, if they agree to this, and this is recorded in a public deed, which shall be noted in the margin of the mortgage registration.

Article 2443. The mortgage may only be taken out on real estate owned or held in usufruct or on ships.

The specific rules relating to mortgages on ships are set out in the Commercial Code.

Article 2444. A mortgage on future assets only gives the creditor the right to register it on the real estate that the debtor acquires in the future, as and when they are acquired.

Article 2445. A mortgage on real estate affects movable property that is considered real estate by accession to it, in accordance with Article 658; but it ceases to affect it once it belongs to third parties.

The mortgage extends to all additions and improvements made to the mortgaged property.

Article 2446. The mortgage also extends to pensions accrued from the lease of the mortgaged property and to compensation due from the insurers of the same property.

Article 2447. A mortgage on a usufruct, or on mines and quarries, does not extend to the fruits received, nor to mineral substances once they have been separated from the soil.

Art. 2448. The mortgagee has, in order to obtain payment on the mortgaged property, the same rights as the pledgee on the pledge.

Article 2449. The exercise of the mortgage action does not prejudice the creditor's personal action to obtain payment from the debtor's assets that have not been mortgaged, and he may exercise both actions jointly, even with respect to the heirs of the deceased debtor; but the former shall not communicate to the latter the right of preference that corresponds to the former.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACION ANTERIOR [\[Mostrar\]](#) **clarification:** El texto de la Ley 84 de 1873 con preserva el original wording published. For this reason, it may contain words specific to the Spanish of the time.

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Art. 2450. The owner of the property pursued by the mortgage creditor may abandon it, and as long as the award has not been consummated, may also recover it by paying the amount owed on the property, plus the costs and expenses that this abandonment has caused the creditor.

Art. 2451. If the property is lost or deteriorates to the extent that it is no longer sufficient to secure the debt, the creditor shall be entitled to have the mortgage improved, unless he agrees to accept other equivalent security; and in the absence of both, he may demand immediate payment of the liquid debt, even if the term is pending, or request the conservative measures that the case allows, if the debt is illiquid, conditional, or indeterminate.

Art. 2452. The mortgage gives the creditor the right to pursue the mortgaged property, whoever may possess it, and by whatever title it may have been acquired.

However, this provision shall not apply against a third party who has acquired the mortgaged property at a public auction ordered by the judge.

Furthermore, for this exception to take effect in favor of the third party, the auction must be conducted with personal summons, within the term of summons of the creditors who have mortgages on the same property, who shall be covered by the auction price, in the corresponding order.

The judge, meanwhile, shall have the money deposited.

CASE LAW [\[Show\]](#)

Art. 2453. The third party possessor counterclaimed for payment of the mortgage constituted on the property that later passed into his hands with this encumbrance shall not have the right to pursue the personally obligated debtors first.

By making the payment, he shall be subrogated to the rights of the creditor on the same terms as the guarantor.

If they are dispossessed of the property or abandon it, they shall be fully compensated by the debtor, including any improvements they have made to it.

Art. 2454. Anyone who mortgages their property for someone else's debt shall not be personally liable unless this has been stipulated.

Whether or not they have personally committed themselves, the rule in the preceding article shall apply.

The bond is called a mortgage bond when the guarantor commits themselves with a mortgage.

The mortgage bond is subject to the rules of simple bonds in terms of personal liability.

Art. 2455. The mortgage may be limited to a specific amount, provided that this is stated unequivocally, but in no case shall it exceed twice the known or presumed amount of

la obligación principal, aunque así se haya estipulado. For this reason, **clarification:** it may contain words specific to the Spanish of the period. X

The debtor shall have the right to have the mortgage reduced to that amount; and once reduced, a new registration shall be made at his expense

Art. 2465. If the credit bears interest, the creditor shall be entitled to have the fruits allocated to them first.

Art. 2466. The parties may stipulate that the fruits be offset against the interest, in full or up to the amount of the values.

The interest stipulated shall be subject, in the event of excessive damage, to the same reduction as in the case of a loan.

Art. 2467. The debtor may not request the return of the thing given in antichresis until after the debt has been fully extinguished, but the creditor may return it at any time and pursue payment of his credit by other legal means, without prejudice to any stipulation to the contrary.

Art. 2468. With regard to judicial antichresis or pretorian pledge, the provisions of the Judicial Code shall apply.

TITLE 39. Settlement.

Art. 2469. A *settlement* is a contract in which the parties settle a pending dispute out of court or prevent a possible dispute.

An act that consists solely of the waiver of an undisputed right is not a settlement.

Art. 2470. Only a person capable of disposing of the objects covered by the settlement may settle.

CASE LAW [\[Show\]](#)

Art. 2471. Every agent needs special power to compromise.

This power of attorney shall specify the property, rights, and actions to be settled.

Art. 2472. The settlement may relate to civil action arising from a crime, but without prejudice to criminal action.

Art. 2473. No settlement may be made regarding the civil status of persons.

Art. 2474. A settlement regarding future alimony payments owed by law shall not be valid without

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El texto de la Ley 84 del 873 conserva la redacci n original publicada en la Ley 424 del 2014.
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Art. 2475. A transaction involving the rights of others or rights that do not exist is invalid.

ART. 2476. A transaction obtained by means of forged documents, and in general by fraud or violence, is null and void in its entirety.

Art. 2477. A transaction entered into in consideration of a void title is void in its entirety, unless the parties have expressly discussed the invalidity of the title.

Art. 2478. A settlement is also null and void if, at the time it is entered into, the dispute has already been settled by a final judgment, and the parties or any of them were not aware of this at the time of the settlement.

Art. 2479. The settlement is presumed to have been accepted in consideration of the person with whom the settlement is made.

If, therefore, it is believed that a settlement is being made with one person, but it is made with another, the settlement may be rescinded.

Similarly, if a settlement is made with the apparent holder of a right, this settlement cannot be invoked against the person who actually holds the right.

Art. 2480. An error regarding the identity of the object of the compromise invalidates the compromise.

Art. 2481. An error in calculation does not invalidate the transaction, but only gives the right to have the calculation corrected.

Art. 2482. If it is proven by authentic documents that one of the parties had no right to the object that was settled upon, and these documents were unknown at the time of the settlement to the party whose rights they favor, the settlement may be rescinded; unless it did not fall upon a particular object, but upon the entire dispute between the parties, there being several objects of disagreement between them.

In this case, the subsequent discovery of unknown documents would not be grounds for rescission, unless they had been lost or concealed maliciously by the opposing party.

If the fraud relates only to one of the objects that has been settled, the injured party may request the restitution of its right to that object.

Art. 2483. The settlement has the effect of *res judicata* in the final instance; however, a declaration of nullity or rescission may be sought in accordance with the preceding articles.

Art. 2484. The settlement shall have effect only between the contracting parties.

If there are many principal parties interested in the business being transacted, the transaction consented to by one of them does not prejudice or benefit the others; except, however, for the effects of novation on the case of solidarity.

Nota: El texto or Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

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Art. 2485. If the transaction relates to one or more specific objects, the general waiver of all rights, actions, or claims shall only be understood to refer to the rights, actions, or claims relating to the object or objects being transacted.

Art. 2486. If a penalty has been stipulated against the party who fails to execute the transaction, the penalty shall be enforced, without prejudice to the execution of the transaction in its entirety.

Art. 2487. If one of the parties has waived the right to which it was entitled by title and subsequently acquires another title to the same object, the settlement shall not deprive it of the subsequently acquired right.

TITLE 40. **On the priority of claims.**

Art. 2488. Any personal obligation gives the creditor the right to pursue its enforcement against all the debtor's real estate or personal property, whether present or future, with the sole exception of those items that cannot be seized as designated in Article 1677.

Article 2489. With regard to identifiable items belonging to other persons by virtue of ownership and in the possession of the insolvent debtor, the respective owners shall retain their rights, without prejudice to the real rights over them belonging to the debtor, as usufructuary or pledgee, or to the right of retention granted to him by law; in all of which the creditors may be subrogated.

They may also subrogate the rights of the debtor, as lessor or lessee, in accordance with the provisions of Articles 2023 and 2026.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2490. All acts performed by the debtor in relation to the assets that have been transferred or that are subject to bankruptcy proceedings are null and void.

Art. 2491. With regard to acts performed prior to the transfer of assets or the commencement of bankruptcy proceedings, the following provisions shall apply:

1. Creditors shall have the right to rescind onerous contracts, mortgages, pledges, and antichresis that the debtor has granted to their detriment, provided that the grantor and the acquirer acted in bad faith, that is, both were aware of the poor state of the former's business.

2. Acts and contracts not covered by the preceding paragraph, including remissions and agreements for release free of charge, shall be rescindable if the bad faith of the debtor and the detriment to the creditors are proven.

N3.No action taken by the debtor in relation to the assets that have been transferred or that are subject to bankruptcy proceedings is null and void.

~~Por el presente se declara que el~~
~~ac la r a t o r i a : p u~~ may contain words typical of the Spanish language of the period.
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Art. 2492. Creditors, with the exceptions indicated in Article 1677, may demand that all of the debtor's assets be sold up to the amount of their claims, including interest and collection costs, so that they may be satisfied in full with the proceeds, if the assets are sufficient, and if they are not sufficient, on a pro rata basis, when there are no special reasons for giving preference to certain claims, according to the following classification.

Art. 2493. The causes of preference are only privilege and mortgage.

These causes of preference are inherent in the claims for whose security they have been established, and pass with them to all persons who acquire them by assignment, subrogation, or otherwise.

Art. 2494. Credits of the first, second, and fourth classes enjoy privilege.

Article 2495. The first class of credit includes those arising from the causes listed below:

1. Court costs incurred in the general interest of creditors.
2. The necessary funeral expenses of the deceased debtor.
3. The expenses of the illness from which the debtor died.

If the illness lasted more than six months, the judge shall determine, according to the circumstances, the amount to which the preference extends.

4. Wages, salaries, and all benefits arising from an employment contract.
5. Necessary items of subsistence supplied to the debtor and his family during the last three months.

The judge, at the request of the creditors, shall have the power to assess this charge if he considers it excessive.

6. Tax credits and municipal credits for accrued federal or municipal taxes.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2496. The claims listed in the preceding article affect all of the debtor's assets; if there are insufficient assets to cover them in full, they shall take precedence over each other in the order of their numbering, regardless of their date, and those included in each number shall be distributed pro rata.

Clarification: may contain words specific to the Spanish of the period.

Article 2497. The second class of claims includes those of the following persons:

- 1.° The innkeeper, for the debtor's belongings brought into the inn, while they remain there, up to the amount owed for lodging, expenses, and damages.
- 2.° The carrier or transport operator on the effects carried that are in his possession or in that of his agents or employees, up to the amount owed for carriage, expenses, and damages, provided that said effects are the property of the debtor. Effects brought into the inn by the debtor or carried on his behalf are presumed to be the property of the debtor.
- 3.° The pledgee for the pledge.

CASE LAW [\[Show\]](#)

Art. 2498. Where the same type of credit of the first kind and credits of the second kind are affected, the latter shall exclude the former; but if the other assets are insufficient to cover the credits of the first kind, the latter shall have preference in respect of the deficit and shall be included in that type, in the order and manner expressed in the first paragraph of Art. 2495.

Art. 2499. The third class of credits includes mortgages.

At the request of the respective creditors, or any of them, a private bankruptcy proceeding may be opened for each property encumbered by a mortgage so that they may be paid immediately with it, according to the order of the dates of their mortgages.

Mortgages of the same date encumbering the same property shall take precedence over each other in the order of their registration.

In this bankruptcy proceeding, the legal costs incurred therein shall be paid first.

Art. 2500. First-class claims shall not extend to mortgaged properties unless they cannot be covered in full by the debtor's other assets.

The deficit shall then be divided among the mortgaged properties in proportion to their values, and each property shall cover its share in the order and manner set forth in Art. 2495.

Art. 2501. Mortgage creditors shall not be obliged to await the outcome of the general bankruptcy proceedings in order to proceed with their actions against the respective properties; it shall be sufficient for them to deposit a reasonable amount for the payment of first-class claims, in the proportion that falls on them, and to return to the estate whatever remains after their claims have been covered.

Article 2502. The fourth class of claims includes:

- 1.° Those of the treasury against tax collectors, administrators, and auctioneers of tax revenues and assets;

Note The text of Law 84 of 1873 retains the original wording published. For this reason, X
~~the~~ ~~issues~~ ~~of~~ ~~the~~ ~~townships~~ ~~against~~ ~~the~~ ~~collectors,~~ ~~administrators,~~ ~~and~~ ~~auctioneers~~ ~~of~~ ~~their~~ ~~property~~ ~~and~~ ~~income;~~

3. ° ~~Those of married women for the property they own that is administered by their husbands, against the property of the latter;~~
4. ° Those of the children of the family for the property owned by them that is administered by the father over his property.
5. ° Those of persons under guardianship or curatorship, against their respective guardians or curators.
6. ° ~~Those of any ward against the person who marries the mother or grandmother, guardian, or curator in the case of Art. 59.~~
7. ° Claims by suppliers of raw materials or inputs necessary for the production or transformation of goods or for the provision of services.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2503. The claims listed in the preceding Article take precedence over each other indiscriminately according to the dates of their causes, namely:

The date of appointment of administrators and collectors, or the date of auction with respect to the credits in numbers 1 and 2.

The date of the respective marriage in the case of claims under numbers 3

and 6. The date of birth of the child in the case of claims under number 4.

The date of the discernment of guardianship by curatorship in the case of number 5.

Art. 2504. The preferences in numbers 3, 4, 5, and 6 are understood to be constituted in favor of the real estate or real rights therein that the woman contributed to the marriage, or of the real estate or real rights therein that belong to the respective children of the family and persons under guardianship or curatorship and have come into the possession of the husband, father, guardian, or curator; and in favor of all property in which the rights of the same persons are justified by solemn inventories, wills, deeds of partition, judgments of award, public deeds of marriage settlements, donations, sales, or exchanges, or others of equal authenticity.

The fourth class preference also extends to the rights and actions of the wife against her husband, or of the children of the family and persons under guardianship or curatorship against their parents, guardians, or curators, for fault or fraud in the administration of the respective property, the charges being proven in any reliable manner.

Article 2505. The confession of the father, mother, guardian, or curator who is in default shall not in itself constitute evidence against the creditors.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
TEXTO CORRESPONDIENTE A [\[Mostrar\]](#)
 el artículo correspondiente de la legislación anterior.
PREVIOUS LEGISLATION [\[Show\]](#)

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Art. 2506. The preferences of fourth-class claims affect all of the debtor's assets, but do not give rise to any rights against third-party possessors, and only take effect after the claims of the first three classes, regardless of their date, have been covered.

Art. 2507. The preferences of the first class to which the assets of the deceased debtor were subject shall affect the assets of the heir in the same way, unless the latter has accepted with the benefit of inventory, or the creditors enjoy the benefit of separation, in which case they shall only affect the inventoried or separated assets.

The same rule shall apply to the assets of the fourth class, which shall retain their date over all the assets of the heir when the benefits of inventory or separation do not apply, and shall only retain it in the inventoried or separated assets when the respective benefits apply.

Art. 2508. The law does not recognize any causes of preference other than those established in the preceding articles.

Art. 2509. The fifth and final class comprises assets that do not enjoy preference.

Claims in the fifth class shall be covered pro rata from the surplus of the bankruptcy estate, regardless of their date.

Art. 2510. Preferential claims that cannot be covered in full by the means indicated in the preceding articles shall be transferred to the list of fifth-class assets, where they shall be covered on a pro rata basis.

Art. 2511. Interest shall accrue until the debt is extinguished and shall be covered with the preference corresponding to their respective principal amounts.

TITLE 41.

On the statute of limitations

CHAPTER 1.

On the Statute of Limitations in General

Art. 2512. *Prescription* is a way of acquiring the property of others, or of extinguishing the actions or rights of others, by having possessed the property and not having exercised said actions and rights for a certain period of time, and when the other legal requirements are met.

An action or right is *prescribed* when it is extinguished by prescription.

CASE LAW [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **X**
Art. 2513. *upda* *couinetreanearpvroovceacbhloarsrperodpeiolas* *dperescarsitpedlióannoddebelaaéipeogacarla; te*
judicandotelexofficio.

Both acquisitive and extinctive prescription may be invoked by way of action or by way of exception, by the prescriber himself, or by his creditors or any other person who has an interest in having it declared, even if the prescriber has waived it.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2514. The statute of limitations may be waived expressly or tacitly, but only after it has been fulfilled.

It is tacitly waived when the person who can invoke it acknowledges the right of the owner or creditor by an act of his own; for example, when the legal conditions for prescription have been fulfilled, the possessor of the thing takes it on lease, or the person who owes money pays interest or asks for extensions.

CASE LAW [\[Show\]](#)

Art. 2515. Only those who can dispose of property may waive the statute of limitations.

CASE LAW [\[Show\]](#)

Art. 2516. The guarantor may oppose the creditor with the statute of limitations waived by the principal debtor.

CASE LAW [\[Show\]](#)

Art. 2517. The rules relating to prescription apply equally in favor of and against the nation, the territory, the municipalities, the establishments and corporations, and private individuals who have free administration of their property.

CASE LAW [\[Show\]](#)

CHAPTER 2. on the prescription by which things are acquired

Art. 2518. Ownership of tangible property, real estate or personal property, which is in human commerce and has been possessed under legal conditions, is acquired by prescription.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
Se ganan de la misma manera los otros derechos reales que no están expresamente exceptados
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CASE LAW [\[Show\]](#)

Art. 2519. Public property is not subject to prescription under any circumstances.

Art. 2520. The omission of acts of mere authority, and the mere tolerance of acts that do not result in encumbrance, do not confer possession, nor do they give rise to any prescription.

Thus, someone who for many years has failed to build on their land does not thereby confer on their neighbor the right to prevent them from building.

Similarly, a person who tolerates their neighbor's livestock passing through or grazing on their uncultivated land does not thereby impose an easement for such passage or grazing.

Acts of mere faculty are those that each person may perform on their own property without the consent of another.

Art. 2521. If a thing has been possessed successively and without interruption by two or more persons, the time of the predecessor may or may not be added to the time of the successor, in accordance with the provisions of Art. 778.

Possession begun by a deceased person continues in the estate, which is understood to be possessed in the name of the heir.

Art. 2522. *Uninterrupted* possession is that which has not suffered any natural or civil interruption.

Art. 2523. The interruption is natural,

1.° When, without possession having passed into other hands, it has become impossible to exercise acts of possession, such as when an estate has been permanently flooded.

2.° When possession has been lost because another person has entered it. The natural interruption of the first kind has no effect other than to discount its duration; but the natural interruption of the second kind causes the loss of all the time of the previous possession, unless possession has been legally recovered, in accordance with the provisions of the title On *possessory actions*, in which case there shall be no interruption for the dispossessed party.

Article 2524. Repealed.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Art. 2525. If the property is jointly owned by several persons, anything that interrupts the statute of limitations with respect to one of them also interrupts it with respect to the others.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. X

Art. 2526. Against a registered title, the acquisitive prescription of real estate or rights established therein, except by virtue of another registered title, nor shall it begin to run until the

be so by extraordinary means, under the rules to be expressed:

- 1.^a. No title is required for extraordinary prescription.
- 2.^a. Good faith is presumed by law despite the lack of a title of ownership.
- 3.^a. However, the existence of a title of mere possession will give rise to a presumption of bad faith and will not give rise to prescription, unless the following two circumstances concur:
 - 1.^a That the alleged owner cannot prove that in the last ten (10) years his ownership has been expressly or tacitly recognized by the person claiming prescription.
 - 2.^a That the person claiming prescription proves that they have possessed the property without violence, secrecy, or interruption for the same period of time.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2532. The period of time necessary to acquire this type of prescription is ten (10) years against any person and is not suspended in favor of those listed in Article 2530.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2533. Real rights are acquired by prescription in the same manner as ownership, and are subject to the same rules, except for the following exceptions:

1. The right of inheritance is acquired by extraordinary prescription of ten (10) years.
2. The right of easement is acquired in accordance with Article 939.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2534. A court ruling declaring a statute of limitations shall serve as a public deed for the ownership of real estate or rights in rem constituted therein; however, it shall not be valid against third parties without the competent registration.

Note The text of Law 84 of 1873 ccCnsAcPrvITaUlaLrOed3a,c°ción original published. For this reason, **the text of the law is not to be considered as a single law.**

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TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Art. 2541. The statute of limitations that extinguishes obligations is suspended in favor of the persons listed in number 1 of Art. 2530.

After ten years, the suspensions mentioned in the preceding paragraph shall not be taken into account.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. Certain actions that expire in a short period of time

Art. 2542. The legal costs listed in Title 7, Book 1 of the Judicial Code of the Union, including the fees of defense attorneys, doctors and surgeons, school principals and teachers, engineers and surveyors, and in general those who practice any liberal profession, shall expire in three years.

CASE LAW [\[Show\]](#)

Article 2543. The action of merchants, suppliers, and artisans for the price of items they sell at retail expires in two years.

The statute of limitations for actions brought by workers to collect their wages and special compensation for work-related accidents is extended to four years.

The same applies to all types of persons for the price of services provided periodically or occasionally, such as innkeepers, carriers, messengers, barbers, etc.

TEXT CORRESPONDING TO [\[Show\]](#) CASE LAW [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2544. The provisions mentioned in the two previous articles do not allow for any suspension.

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **Interrumpens e:**
a clarab ria: p may contain words typical of the Spanish language of the period.

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1. From the moment the debtor acknowledges the obligation, either expressly or by conclusive conduct.
2. From the moment a demand for payment is made.

In both cases, the same limitation period shall be counted again.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Art. 2545. The short-term limitations to which special actions arising from certain acts or contracts are subject are mentioned in the respective titles and also apply to all persons, unless another rule is expressly established.

CASE LAW [\[Show\]](#)

**TITLE 42.
Notaries Public in the Territories CHAPTER 1.**

Article 2546: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2547: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2548: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2549: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
~~Artículo 2545: Derogado por Decreto 960 de 1970.~~
~~Artículo 2546: Derogado por Decreto 960 de 1970.~~
~~Artículo 2547: Derogado por Decreto 960 de 1970.~~
~~Artículo 2548: Derogado por Decreto 960 de 1970.~~
~~Artículo 2549: Derogado por Decreto 960 de 1970.~~

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TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2551: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2552: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2553: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2554: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2555: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2556: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2557: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2558: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X

Article 2559: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2560: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2561: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2562: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 2. Books that notaries must keep

Article 2563: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2564: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2565: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2566: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Nota El texto de la Ley 84 de 1873 conserva la red original publicada. For this reason, clarification: it may contain words typical of the Spanish of the period. **Artículo 2567:** Deroga el artículo 232 del Decreto 960 de 1970. **X**

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2568: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2569: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2570: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2571: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2572: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2573: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2574: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2575: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time.

X**CHAPTER 3.**

Acts and instruments executed before notaries and copies issued by them.

Article 2576: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2577: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2578: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2579: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2580: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2581: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2582: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2583: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

X

Article 2584: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2585: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2586: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2587: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2588: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2589: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2590: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2591: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Article 2592: Repealed by Article 232 of Decree 960 of 1970.

**TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS
LEGISLATION [\[Show\]](#)**

Note The text of Law 84 of 1873 retains the original wording published. For this reason,
clarification: it may contain words specific to the Spanish of the time.

X

Article 2593: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2594: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2596: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2596: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2597: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2598: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2599: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2600: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2601: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **clarification:** it may contain words specific to the Spanish of the time. **X**

Article 2602: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2603: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2604: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2605: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2606: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2607: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2608: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2609: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

**CHAPTER 4.
Cancellation of public instruments**

Nota El texto de la Ley 84 de 1873 conserva la red original publicada. For this reason, clarification: it may contain words typical of the Spanish of the period. **Artículo 2610:** Derogado por el artículo 232 del Decreto 960 de 1970. **X**

TEXT CORRESPONDING TO [\[Show\]](#)

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2611: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2612: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2613: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2614: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

CHAPTER 5. Notaries' files and their sales.

Article 2615: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2616: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2617: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2618: Repealed by Article 232 of Decree 960 of 1970.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

se han incluido los términos propios de la legislación anterior.

PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 2619: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2620: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2621: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2622: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2623: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 6.

Rights of notaries for acts performed in the course of their duties.

Article 2624: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2625: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2626: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Nota. El texto Ley 84 de 1873 conserva l the original published text. For this reason, a clarificación de algunos verbos propios de the Spanish of the time.

X

Article 2627: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2628: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 7.

How to replace the notary for certain acts in some places.

Article 2629: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2630: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2631: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2632: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2633: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2634: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#)

LEGISLACION ANTERIOR [\[Mostrar\]](#) El texto de la Ley 84 de 1873 con preserva el original wording published. For this reason, clarification: may contain words specific to the Spanish of the period.

X

Article 2635: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

Article 2636: Repealed by Article 232 of Decree 960 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) PREVIOUS LEGISLATION [\[Show\]](#)

TITLE 43. Registration of public instruments

CHAPTER 1. Purpose of the registry.

Article 2637. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 2. Registration office and duties of the employee in charge of it

Article 2638. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2639. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2640. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 3. Books to be kept by the registrar.

Article 2641. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2642. Repealed by Article 96 of Decree 1250 of 1970. **Note:** El texto de la Ley 84 de 1873 conserva la redacción original publicada. For this reason, it may contain words typical of the Spanish of the period. X

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2643. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2644. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2645. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2646. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2647. Repealed by Article 96 of Decree 1250 of 1970.
TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2648. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2649. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2650. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Article 2651. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 4. **Titles, acts, and documents subject to registration.**

Article 2652. Repealed by Article 96 of Decree 1250 of 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

Note The text of Law 84 of 1873 retains the original wording published. For this reason, **aclaratoria** puede contener vocablos propios del castellano de la época.

Article 2653. Derogado por el artículo 96 de Decreto 1250 de 1970.
PREVIOUS LEGISLATION [\[Show\]](#)

X

Article 2654. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2655. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2656. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

CHAPTER 5. Method of registration.

Article 2657. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2658. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2659. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2660. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2661. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2662. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [[Show](#)]

Article 2663. Repealed by Article 96 of Decree 1250 of 1970.

LEGISLACIÓN ANTERIOR [[Mostrar](#)]

Not El texto de la Ley 84 del 83 con preserves the original published wording. For this reason,

clarification: it may contain words specific to the Spanish of the period.

Article 2664. Repealed by Article 96 of Decree 1250 of 1970.

X

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2665. Repealed by Article 96 of Decree 1250 of 1970.

TEXT CORRESPONDING TO [\[Show\]](#) **PREVIOUS LEGISLATION** [\[Show\]](#)

Article 2666. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2667. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2668. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2669. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2670. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 6.
Rights of the registrar.

Article 2671. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2672. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

CHAPTER 7.
Effects of registration

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

~~the Decree of 1970 repealing the text of Law 84 of 1873 is not applicable.~~

X

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2674. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2675. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

**CHAPTER 8.
Cancellation of registration.**

Article 2676. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2677. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2678. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2679. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2680. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

Article 2681. Repealed by Article 96 of Decree 1250 of 1970.

PREVIOUS LEGISLATION [\[Show\]](#)

**CHAPTER 9.
Registry office file: visits**

Article 2682. Repealed by Article 96 of Decree 1250 of 1970.

Note The text of Law 84 of 1873 retains the original wording published. For this reason,

a change to the text of the law is not made in the Spanish text.

X