

French Civil Code (1804)
BOOK III. Different Modes of Acquisition of Properties

< Primary effects of obligations >

Art. 1134 [Effect of agreement, Rescission, and Performance in good faith]

- (1) Agreements lawfully entered into have the force of law for those who have made them.
- (2) They may be revoked only by their mutual consent, or for causes allowed by law.
- (3) They must be performed in good faith.

Art. 1135 [Contents of obligation by agreement]

Agreements bind not only as to what is therein expressed, but also as to all the consequences that equity, usage, or law impose upon the obligation according to its nature.

< Specific performance & damages in case of obligation to give >

Art. 1136 [Contents of an obligation to give, claim for damages]

The obligation to give carries with it the obligation to deliver the thing and to preserve it until delivery, under penalty of damages to the creditor.

Art. 1139 [Putting in default through formal demand]

A debtor is put in default either through a formal demand or any other equivalent act such as a personal letter when its wording clearly amounts to enough a warning notice, or by the effect of the agreement when it provides that, without any act of the creditor and through the mere expiration of the term, the debtor will be put in default.

< Specific performance & damages in case of obligation to do or not to do >

Art. 1142 [Claim for damages in case of non-performance]

Any obligation to do or not to do resolves itself in damages in case of non-performance on the part of the debtor.

Art. 1143 [Claim for specific performance (1): in case of obligation not to do]

Nevertheless, the creditor has the right to demand that what has been done in violation of the agreement be destroyed; and he may be authorized to destroy it at the expense of the debtor, without prejudice to an action for damages if there is any ground therefor.

Art. 1144 [Claim for specific performance (2): in case of obligation to do]

The creditor may also, in case of non-performance, be authorized to perform the obligation himself at the expense of the debtor.

Art. 1145 [Strict liability: in case of obligation not to do]

If the obligation is one not to do, he who violates it owes damages by the mere fact of the violation.

< Claim for damages if the debtor is in default >

Art. 1146

[Putting in default, due time of damages]

Damages are owed only when the debtor has been put in default to perform his obligation.

except when the thing the debtor was obliged to give or do could be given or done only within a certain time that he has allowed to elapse. A putting in default may result from a personal letter clearly amounting to sufficient a warning notice.

< No liability without responsibility for non-performance >

Art. 1147

[Non-performance and delay in performance, responsibility]

A debtor shall be ordered to pay damages. in the proper circumstance, either on account of the non-performance of the obligation, or on account of the delay in performing, whenever he cannot establish that the non-performance was due to an external cause that cannot be imputed to him provided, moreover, there is no bad faith on his part.

< Exemption of the debtor from liability: force majeure>

Art. 1148

[Non-performance due to force majeure]

Damages are not due when, because of a force majeure or a fortuitous event, the debtor either was prevented from giving or doing what he was obliged to give or do, or he did what he was forbidden to do.

< Scope of damages >

Art. 1149

[Contents of damages, loss and profit]

Damages owed a creditor are, in general, for the loss he sustained and for the profit of which he was deprived, subject to the exceptions and modifications below.

Art. 1150

[Damages in case of negligence]

A debtor is liable only for damages that were foreseen or that could have been foreseen at the time of the contract, when it is not owing to his dol (dolus) that the obligation is not fulfilled.

Art. 1151

[Damages in case of dolus (intentional breach)]

Even when the non-performance of the agreement is due to the debtor's dol (dolus), the damages shall include only, with regard to the loss suffered by the creditor and the profit of which he has been deprived, those damages which are the immediate and direct consequence of the non-performance of the agreement.