

French Civil Code

BOOK III. Of The Different Modes Of Acquiring Property.

TITLE XI.

OF DEPOSIT AND SEQUESTRATION.

Decreed the 14th of March, 1904. Promulgated the 24th of the same Month.

CHAPTER I.

Of Deposit in general and of its different Species.

1915. Deposit in general is an act by which one party receives the property of another, on condition of keeping it safely, and restoring it in kind.

1916. There are two descriptions of deposits: the deposit properly so called, and sequestration.

CHAPTER II.

Of Deposit properly so called.

SECTION I.

Of the Nature and Essence of the contract of Deposit.

1917. Deposit properly so called is a contract essentially gratuitous.

1918. It can only have for its object things moveable.

1919. It is only perfected by the real or supposed delivery of the thing deposited. Supposed delivery is sufficient when the depositary finds himself already possessed, by some other title, which the party consents to leave with him under the title of deposit.

1920. Deposit is voluntary or necessary.

SECTION II.

Of voluntary Deposit.

1921. Voluntary deposit is formed by the mutual consent of the person who makes the deposit, and of him who receives it.

1922. Voluntary deposit cannot regularly be made except by the proprietor of the thing deposited, or with his consent express or implied.

1923. Voluntary deposit must be proved by writing. Testimonial proof is not receivable for value exceeding one hundred and fifty francs.

1924. When the deposit, being above one hundred and fifty francs, is not proved by writing, the party impleaded as depositary is believed thereon upon his declaration, either upon the fact itself of the deposit, or touching the thing which formed the object thereof, or upon the fact of its restitution.

1925. Voluntary deposit can only take place between persons capable of contracting. Nevertheless, if one person capable of contracting accepts a deposit from another incapable, he is bound by all the obligations of a bona fide depositary; he may be

prosecuted by the guardian or administrator of the party who has made the deposit.

1926. If a deposit have been made by one person capable with another who is not so, the person who has made the deposit has only his action for recovery of the thing deposited, so long as it remains in the hands of the depositary, or an action for restitution up to the amount of what has been the profit of the latter.

SECTION III.

Of the Obligations of the Depositary.

1927. The depositary must employ on the custody of the thing deposited the same care which he employs in the preservation of his own property.

1928. The ordinance of the preceding article must be applied with more rigor:—1st, if the depositary has himself offered to receive the deposit; 2nd, if he has stipulated for wages for the custody of the deposit; 3d, if the deposit were made solely for the benefit of the depositary ; 4th, if it has been expressly agreed that the depositary shall be responsible for every species of mischance.

1929. The depositary is in no case bound for accidents proceeding from superior force, unless he has been guilty of delay in restoring the thing deposited.

1930. He cannot make use of the thing deposited without the permission express or implied of the depositor.

1931. He must not seek to know what articles have been deposited with him, if they were entrusted to him in a closed coffer or under a sealed cover.

1932. The depositary must restore the thing identically the same as he received it. Thus a deposit of sums coined must be restored in the same currency as it was made, whether in case of augmentation, or in the case of diminution of value.

1933. The depositary is only bound to restore the thing deposited in the state in which it is found at the moment of its restitution. Deteriorations which have not occurred by his act, are at the charge of the depositor.

1934. A depositary from whom the thing has been carried off by superior force, and who has received a price or some article in its place, must restore what he has obtained in exchange.

1935. The heir of a depositary, who has sold bona fide the thing of whose deposit he was ignorant, is only bound to restore the price which he has received, or to cede his claim against the purchaser, if he has not obtained the price.

1936. If the thing deposited have produced fruits which have been enjoyed by the depositary, he is obliged to restore them. He is not indebted in interest for money deposited, except from the day on which he was summoned to make restitution.

1937. The depositary can only restore the thing deposited to the party who entrusted it to him, or to him in whose name the deposit was made, or to the party who has been appointed to receive it.

1938. He cannot demand of the party who has made the deposit proof that he was the proprietor of the thing deposited. Nevertheless, if he discover that the thing was stolen, and who was the veritable owner, he must announce to the latter the deposit which has been made with him, with a notice to claim it within a determinate and sufficient interval.

If the party to whom such announcement was made neglect to reclaim the deposit, the depositary is validly discharged by the delivery thereof which he makes to the party from whom he received it.

1939. In case of the natural or civil death of the person who has made a deposit, the thing deposited can only be restored to his heir. If there be several heirs, it must be restored to each of them as to his share and portion. If the thing deposited is indivisible, the heirs must agree among themselves upon receiving it.
1940. If the person who made the deposit has changed situation; for instance, if a woman, free at the moment at which the deposit was made, has been married subsequently and become subject to the authority of her husband; if one of full age at the time of the deposit has been put under restraint: in all these cases, and others of the same nature, the deposit can only be restored to the party who has the administration of the rights and property of the depositor.
1941. If the deposit were made by a guardian, by a husband, or an administrator, in one of these characters, it can only be restored to the person whom such guardian, husband, or administrator represented, if their management or administration has closed.
1942. If the contract of deposit points out the place in which the restitution is to be made, the depositary is bound to bring thither the deposit. If there be expenses of conveyance, they are at the charge of the depositor.
1943. If the contract do not point out the place of restitution, it must be made in the very place of the deposit.
1944. The deposit must be returned to the depositor as soon as he claims it, even though the contract may have fixed a determinate interval for the restitution, unless there exist, in the hands of the depositor, an attachment or an opposition to the restitution and removal of the thing deposited.
1945. An unfaithful depositary is not admitted to the benefit of cession.
1946. All the obligations of the depositary cease, if he happens to discover and to prove that he is himself the proprietor of the thing deposited.

SECTION IV.

Of the Obligations of the Party by whom the Deposit was made.

1947. The party who has made the deposit, is bound to reimburse to the depositary the expenses to which he has been put for the preservation of the thing deposited, and to indemnify him against all losses which the deposit may have occasioned him.
1948. The depositary may retain the deposit until the complete settlement of what is due to him by reason of the deposit.

SECTION V.

Of necessary Deposit.

1949. Necessary deposit is that which has been compelled by some accident; such as a fire, a ruin, pillage, shipwreck, or other unforeseen event.
1950. Proof by witnesses may be received in regard to necessary deposit, even though question be of value exceeding one hundred and fifty francs.
1951. Necessary deposit is moreover governed by all the rules previously set forth.
1952. Keepers of inns and hotels are responsible, as depositaries, for property brought by the traveller who lodges in their house: the deposit of effects of this description must be regarded as a necessary deposit.
1953. They are responsible for the stealing or damage of the property of the traveller, whether the robbery were committed or the damage were caused by the domestics and

officers of the establishment, or by strangers going and coming within the inn.

1954. They are not responsible for robberies committed with armed force, or any other superior force.

CHAPTER III.

Of Sequestration.

SECTION I.

Of the different Description of Sequestration.

1955. Sequestration is either conventional or judicial.

SECTION II.

Of Conventional Sequestration.

1956. Conventional sequestration is a deposit made by one or more persons of a thing in dispute, in the hands of a third person, who binds himself to restore it, after the litigation terminated, to the person to whom the right to obtain it shall be adjudged.

1957. Sequestration cannot be gratuitous.

1958. When it is gratuitous, it is subject to the rules of deposit properly so called, saving the distinctions hereafter declared.

1959. Sequestration may have for its object, not only moveable effects, but even immoveables.

1960. The depositary charged with sequestration, cannot be discharged, before the litigation terminated, except with the consent of all the parties interested, or for a cause adjudged lawful.

SECTION III.

Of Judicial Sequestration on Deposit

1961. The courts may order sequestration—

1st. Of moveables seized from a debtor;

2d. Of an immovable or of a moveable object of which the property or the possession is disputed between two or more persons;

3d. Of things which a debtor offers for his liberation.

1962. The establishment of a judicial sequestration produces between the party whose goods are seized and him who is entrusted with them reciprocal obligations. The sequestrator must employ in the preservation of the effects seized the care of a good husbandman.

He must produce them, either in discharge of the party distraining for sale, or to the party against whom the execution was made, in case the distress is replevied. The obligation of the party distraining consists in paying to the officer in possession the salary fixed by the law.

1963. Judicial sequestration is given, either to a person on whom the parties interested have agreed among themselves, or to a person officially named by the judge. In either case, the party to whom the thing has been entrusted, is subject to all the obligations which conventional sequestration imports.