

French Civil Code

BOOK III. Of The Different Modes Of Acquiring Property.

TITLE XII.

OF ALEATORY CONTRACTS.

Decreed the 10th of March, 1804. Promulgated the 20th of the same Month.

1964. An aleatory contract is a mutual agreement, of which the consequences, as regards advantages and losses, either for all the parties, or for one or more among them, depend on an uncertain event. Such are

Contracts of assurance,

Loans on bottomry,

Play and betting,

Contracts for life annuities.

The two first are governed by maritime laws.

CHAPTER I.

Of Play and Betting.

1965. The law does not allow an action for a debt at play or for the payment of a wager.

1966. Games proper in the exercise of feats of arms, foot-races, horse or chariot-races, tennis and other sports of the same nature, which require address and agility of body, are excepted from the preceding ordinance. Nevertheless the court may reject the demand, when the sum appears to it to be excessive.

1967. In no case can the loser recover what he has voluntarily paid, unless there have been on the part of the winner foul play, fraud, or cheating.

CHAPTER II.

Of the Contract for Life Annuities.

SECTION I.

Of the Conditions requisite to the Validity of the Contract.

1968. An annuity may be granted by chargeable title, for a sum of money, or for a moveable capable of being valued, or for an immoveable.

1969. It may also be granted by gratuitous title purely, by donation during life, or by will. It must then be invested with the forms required by law.

1970. In the case of the preceding article, the annuity is reducible, if it exceed that of which it is lawful to dispose: it is null if it is for the benefit of a person incapable of receiving it.

1971. The annuity may be granted, either on the life of him who paid the price thereof, or upon the life of a third person who has no right to the enjoyment thereof.

1972. It may be granted on one or more lives.

1973. It may be granted for the benefit of a third person, although the price thereof be supplied by another person. In the latter case, though it have the characteristics of a free gift, it is not subjected to the forms required for such donations; saving the cases

of reduction and nullity set forth in article 1970.

1974. Every contract for an annuity created on the life of a person who was dead at the time of the contract, is ineffectual.

1975. It is the same with respect to the contract by which an annuity has been created on the life of a person attacked by a disorder of which he died within twenty days from the date of the contract.

1976. The annuity may be granted at any rate on which it may please the contracting parties to fix.

SECTION II.

Of the Effects of the Contract between the contracting Parties.

1977. The party for whose benefit the annuity has been granted for a price, may demand to have the contract rescinded, if the grantor do not give him the stipulated securities for its execution.

1978. The single default in payment of the arrears of the annuity does not authorize the party in whose favor it was granted to demand the reimbursement of his capital, or to reenter into the property alienated by him: he has only the right to seize and cause to be sold the goods of his debtor, and to cause him to order or consent, from the produce of the sale, the expending of a sum sufficient for the purposes of the arrears.

1979. The grantor cannot disengage himself from the payment of the annuity by offering to reimburse the capital, and by renouncing his demand for the arrears paid; he is bound to satisfy the annuity during the whole life of the person or persons on whose lives the annuity has been granted, whatever be the duration of the lives of such persons, and however burthensome the payment of the annuity may become.

1980. An annuity is only acquired to the proprietor in proportion to the number of days he has lived. Nevertheless, if it were agreed that it should be paid in advance, the payment which ought to have been made, becomes due from the day on which the payment thereof ought to have been made.

1981. The annuity cannot be stipulated as recoverable, except when it has been granted by gratuitous title.

1982. The annuity is not extinguished by the civil death of the proprietor: the payment thereof must be continued during his natural life.

1983. The proprietor of an annuity cannot demand the arrears thereof without proving his existence, or that of the person on whose life it has been granted.