

French Civil Code

BOOK III. Of The Different Modes Of Acquiring Property.

TITLE XIII.

OF PROCURATION.

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

CHAPTER I.

Of the Nature and Form of Procuration.

1984. Procuration or commission is an act by which one person gives to another the power to do something for the constituent party, and in his name. The contract is not binding without acceptance on the part of the agent.
1985. The procuration may be given either by a public act, or by writing under private signature, even by letter. It may also be given verbally; but testimonial proof is only received thereon conformably to the title "Of Contracts or Conventional Obligations in General."
The acceptance of procuration may be merely tacit, and result from the performance which has been given to it by the agent.
1986. Procuration is gratuitous, if there be no contrary agreement.
1987. It is either special and for one affair, or certain affairs only, or general and for all the affairs of the party giving it.
1988. Procuration conceived in general terms embraces only acts of administration. If the question be of alienating or mortgaging, or of some other act of ownership, the procuration must be express.
1989. The agent can do nothing beyond what is contained in his commission: the power of transacting does not include that of compromising claims.
1990. Women and minors emancipated may be chosen as agents; but the principal has no action against his agent, a minor, except in conformity to the general rules relative to the obligations of minors, and against a married woman Who has accepted a commission without the authority of her husband, only in conformity to the rules established under the title "Of the Contract of Marriage, and of the respecting Rights of Married Persons."

CHAPTER II.

Of the Obligations of the Agent.

1991. The agent is bound to accomplish the commission as far as he is charged therewith, and is answerable for the damages which may result from his non-performance. He is in like manner bound to finish the thing begun, at the death of the principal, if there be hazard in the delay.
1992. The agent is answerable not only for fraud, but also for mistakes which he commits in his management. Nevertheless, the responsibility relative to mistakes is applied less rigorously to him whose commission is gratuitous than to him who receives a salary.

1993. Every agent is bound to render an account of his conduct, and to make statement to his principal of all which he has received by virtue of his procuration, even though what he shall have received were not due to the principal.
1994. The agent is answerable for the deputy employed by him in his management, 1st, when he has not received power to substitute any one for himself; 2d, when such power was conferred upon him without designation of a person, and when such person of whom he has made selection was notoriously incompetent or insolvent. In all these cases, the principal may act directly against the person whom the agent has deputed.
1995. When there are several attorneys or agents established by the same act, the obligation of each is only joint and several so far as it is expressed.
1996. The agent is indebted in interest on sums which he has employed for his own use, dating from such employment; and on such in which he is debtor on the balance, computing from the day on which the balance became against him.
1997. The agent who has given to the party with whom he contracts in this character, a sufficient knowledge of his powers, he is not bound by any warranty, for what has been done beyond them; unless he has personally subjected himself thereto.

CHAPTER III.

Of the Obligations of the Principal.

1998. The principal is bound to execute engagements contracted by the agent, conformably to the power which has been given him. He is not bound for what may have been done beyond them, except so far as he has expressly or tacitly ratified it.
1999. The principal must reimburse to the agent advances and expenses which the latter has made in execution of the commission, and pay him his salary wherever a promise thereof has been made him.
If there be no fault imputable to the agent, the principal cannot relieve himself from making such reimbursement and payment, even though the affair shall not have succeeded, nor make reduction of such charges and advances under pretext that they might have been less.
2000. The principal must also indemnify the agent against losses which the latter has sustained by reason of his management, where no imprudence is imputable to him.
2001. Interest is claimable from the principal on advances made by the agent, computing from the day of verifying such advances.
2002. Where an agent has been appointed by several persons for a joint business, each of them is bound jointly and severally towards him as to all effects of the commission.

CHAPTER IV.

Of the different Manners in which Commission is terminated.

2003. Commission is put an end to, By the revocation of the agent;
By the renunciation of the commission by the latter;
By the natural or civil death, the interdiction or embarrassment, either of the principal or of the agent.
2004. The principal may recall his procuration whenever he thinks proper, and compel, if there be ground, the agent to remit to him, either the writing under private signature which contains it, or the original of the procuration, if it were delivered by public act,

or a copy if he have kept a minute thereof.

2005. Revocation notified to the agent alone, cannot be opposed to third persons, who have treated in ignorance of such revocation, saving to the principal his remedy against the agent.
2006. The appointment of a new agent for the same business, is equivalent to a revocation of the first, computing from the day on which it has been notified to the latter.
2007. The agent may renounce the commission, by notifying his renunciation to the principal.
Nevertheless, if such renunciation prejudice the principal, he must be indemnified therefor by the agent, unless the latter can prove himself under an utter incapacity of continuing the commission without thereby encountering considerable prejudice himself.
2008. If the agent be ignorant of the death of his principal, or of any of the causes which put an end to the commission, what he has done in such ignorance is valid.
2009. In the cases above, the bona fide engagements of the agent with third persons are to be executed.
2010. In case of the death of the agent, his heirs must give advice thereof to his principal, and provide in the mean time according to circumstances for the interest of the latter.