

Updated Civil Code articles from 2019 Legislative Session

Art. 90.1. Impediments of age

A minor under the age of sixteen may not contract marriage. A minor sixteen or seventeen years of age may not contract marriage with a person of the age of majority where there is an age difference of three years or greater between them.

Acts 2019, No. 401, §1.

Art. 96. Civil effects of absolutely null marriage; putative marriage

An absolutely null marriage nevertheless produces civil effects in favor of a party who contracted it in good faith for as long as that party remains in good faith.

When the cause of the nullity is one party's prior undissolved marriage, the civil effects continue in favor of the other party, regardless of whether the latter remains in good faith, until the marriage is pronounced null or the latter party contracts a valid marriage. When the cause of the nullity is an impediment of age, the marriage produces civil effects in favor of a child of the parties. When the cause of the nullity is another reason, a marriage contracted by a party in good faith produces civil effects in favor of a child of the parties.

A purported marriage between parties of the same sex does not produce any civil effects.

Acts 1987, No. 886, §1, eff. Jan. 1, 1988; Acts 2019, No. 401, §1.

Art. 367. Emancipation by marriage

A minor sixteen or seventeen years of age is fully emancipated by marriage. Termination of the marriage does not affect emancipation by marriage. Emancipation by marriage may not be modified or terminated.

Acts 2008, No. 786, §1, eff. Jan. 1, 2009; Acts 2019, No. 401, §1.

Art. 1968. Unlawful cause

The cause of an obligation is unlawful when the enforcement of the obligation would produce a result prohibited by law or against public policy.

Examples of obligations with unlawful causes include those that arise from gaming, gambling, and wagering not authorized by law.

Acts 1984, No. 331, §1, eff. Jan. 1, 1985; Acts 2019, No. 106, §1.

Art. 2333. Minors.

A minor under the age of sixteen may not enter into a matrimonial agreement. A minor sixteen or seventeen years of age may not enter into a matrimonial agreement without judicial authorization and the written concurrence of his father and mother, or of the parent having his legal custody, or of the tutor of his person.

Acts 1979, No. 709, §1; Acts 2019, No. 401, §1.

Art. 2772. [Repealed by Acts 2019, No. 325, §3.]

Art. 2773. [Repealed by Acts 2019, No. 325, §3.]

Art. 2774. [Repealed by Acts 2019, No. 325, §3.]

Art. 2775. [Repealed by Acts 2019, No. 325, §3.]

Art. 2776. [Repealed by Acts 2019, No. 325, §3.]

Art. 2982. Repealed by Acts 2019, No. 106, §2.

Art. 2983. Repealed by Acts 2019, No. 106, §2.

Art. 2984. Repealed by Acts 2019, No. 106, §2.

Art. 3249. Special privileges on immovables.

Creditors who have a privilege on immovables, are:

(1) The vendor on the estate by him sold, for the payment of the price or so much of it as is unpaid, whether it was sold on or without a credit.

(2) Those who are granted special privileges on immovables by legislation.

Acts 2019, No. 325, §2.

Art. 3267. Special privileges on immovables and other privileges.

If the immovables of the debtor are subject to vendor's privileges or other special privileges, the vendors and creditors having other special privileges shall be paid from the price of the object affected in their favor, in preference to other privileged debts* of the debtor, even funeral charges, except the charges for affixing seals, making inventories, and others which may have been necessary to procure the sale of the thing.

Amended by Acts 2019, No. 325, §2.

*Note error in English translation of French text; "debts" should be "creditors."

Previous version of articles:

Art. 96. Civil effects of absolutely null marriage; putative marriage

An absolutely null marriage nevertheless produces civil effects in favor of a party who contracted it in good faith for as long as that party remains in good faith.

When the cause of the nullity is one party's prior undissolved marriage, the civil effects continue in favor of the other party, regardless of whether the latter remains in good faith, until the marriage is pronounced null or the latter party contracts a valid marriage.

A marriage contracted by a party in good faith produces civil effects in favor of a child of the parties.

A purported marriage between parties of the same sex does not produce any civil effects.

Acts 1987, No. 886, §1, eff. Jan. 1, 1988.

Art. 367. Emancipation by marriage

A minor is fully emancipated by marriage. Termination of the marriage does not affect emancipation by marriage. Emancipation by marriage may not be modified or terminated.

Acts 2008, No. 786, §1, eff. Jan. 1, 2009.

Art. 1968. Unlawful cause

The cause of an obligation is unlawful when the enforcement of the obligation would produce a result prohibited by law or against public policy.

Acts 1984, No. 331, §1, eff. Jan. 1, 1985.

Art. 2333. Minors.

Unless fully emancipated, a minor may not enter into a matrimonial agreement without the written concurrence of his father and mother, or of the parent having his legal custody, or of the tutor of his person.

Acts 1979, No. 709, §1

Art. 2772. Privilege of contractors, laborers and materialmen; settlement of accounts.

The undertaker has a privilege, for the payment of his labor, on the building or other work, which he may have constructed.

Workmen employed immediately by the owner, in the construction or repair of any building, have the same privilege.

Every mechanic, workman or other person doing or performing any work towards the erection, construction or finishing of any building erected under a contract between the owner and builder or other person, (whether such work shall be performed as journeyman, laborer, cartman, subcontractor or otherwise,) whose demand for work and labor done and performed towards the erection of such building has not been paid and satisfied, may deliver to the owner of such building an attested account of the amount and value of the work and labor thus performed and remaining unpaid; and thereupon, such owner shall retain out of his subsequent payments to the contractor the amount of such work and labor, for the benefit of the person so performing the same.

Whenever any account of labor performed on a building erected under a contract as aforesaid, shall be placed in the hands of the owner or his authorized agent, it shall be his duty to furnish his contractor with a copy of such papers, in order that if there be any disagreement between such contractor and his creditor, they may, by amicable adjustment between themselves or by arbitration, ascertain the true sum due; and if the contractor shall not, within ten days after the receipt of such papers, give the owner written notice that he intends to dispute the claim, or if, in ten days after giving such notice, he shall refuse or neglect to have the matter adjusted as aforesaid, he shall be considered as assenting to the demand, and the owner shall pay the same when it becomes due.

If any such contractor shall dispute the claim of his journeyman or other person for work or labor performed as aforesaid, and if the matter can not be adjusted amicably between themselves, it shall be submitted, on the agreement of both parties, to the arbitrament of three disinterested persons, one to be chosen by each of the parties, and one by the two thus chosen; the decision, in writing, of such three persons, or any two of them, shall be final and conclusive in the case submitted.

Whenever the amount due shall be adjusted and ascertained as above provided, if the contractor shall not, within ten days after it is so adjusted and ascertained, pay the sum due to his creditor with the costs incurred, the owner shall pay the same out of the funds as provided; and the amount due may be recovered from the owner by the creditor of the contractor, and the creditor shall be entitled to the same privileges as the contractor, to whose rights the creditor

shall have been subrogated, to the extent in value of any balance due by the owner to his contractor under the contract with him, at the time of the notice first given as aforesaid, or subsequently accruing to such contractor under the same, if such amount shall be less than the sum due from the contractor to his creditor.

All the foregoing provisions shall apply to the person furnishing materials of any kind to be used in the performance of any work or construction of any building, as well as the work done and performed towards such building, by any mechanic or workman; and the proceedings shall be had on the account, duly attested, of such person furnishing materials, and the same liabilities incurred by, and enforced against the contractor or owner of such building, or other person, as those provided for work or labor performed.

If, by collusion or otherwise, the owner of any building erected by contract as aforesaid, shall pay to his contractor any money in advance of the sum due on the contract, and if the amount still due the contractor after such payment has been made, shall be insufficient to satisfy the demand made for work and labor done and performed, or materials furnished, the owner shall be liable to the amount that would have been due at the time of his receiving the account of such work, in the same manner as if no payment had been made.

Art. 2773. Rights of workmen and materialmen against contractor and owner.

Workmen and persons furnishing materials, who have contracted with the undertaker, have no action against the owner who has paid him. If the undertaker be not paid, they may cause the moneys due him to be seized, and they are of right subrogated to his privilege.

Art. 2774. Anticipated payments by owner to contractor, effect on rights of laborers and materialmen.

The payments, which the proprietor may have made in anticipation to the undertaker, are considered, with regard to workmen and to those who furnish materials, as not having been made, and do not prevent them from exercising the right granted them by the preceding article.

Art. 2775. Contract exceeding \$500, recordation essential for privilege.

No agreement or undertaking for work exceeding five hundred dollars, which has not been reduced to writing, and registered with the recorder of mortgages, shall enjoy the privilege above granted.

Art. 2776. Contract under \$500, recordation of statement essential for privilege.

When the agreement does not exceed five hundred dollars, it is not required to be reduced to writing, but the statement of the claim must be recorded, in the manner required by law, to preserve the privilege.

Art. 2982. Aleatory contract, definition.

The aleatory contract is a mutual agreement, of which the effects, with respect both to the advantages and losses, whether to all the parties or to one or more of them, depend on an uncertain event.

Art. 2983. Actions for payment of gaming debts and bets.

The law grants no action for the payment of what has been won at gaming or by a bet, except for games tending to promote skill in the use of arms, such as the exercise of the gun and foot, horse and chariot racing.

And as to such games, the judge may reject the demand, when the sum appears to him excessive.

Art. 2984. Actions for recovery of payments made on gaming debts and bets.

In all cases in which the law refuses an action to the winner, it also refuses to suffer the loser to reclaim what he has voluntarily paid, unless there has been, on the part of the winner, fraud, deceit, or swindling.

Art. 3249. Special privileges on immovables.

Creditors who have a privilege on immovables, are:

1. The vendor on the estate by him sold, for the payment of the price or so much of it as is unpaid, whether it was sold on or without a credit.

2. Architects, undertakers, bricklayers, painters, master builders, contractors, subcontractors, journeymen, laborers, cartmen and other workmen employed in constructing, rebuilding or repairing houses, buildings, or making other works.

3. Those who have supplied the owner or other person employed by the owner, his agent or subcontractor, with materials of any kind for the construction or repair of an edifice or other work, when such materials have been used in the erection or repair of such houses or other works.

The above named parties shall have a lien and privilege upon the building, improvement or other work erected, and upon the lot of ground not exceeding one acre, upon which the building, improvement or other work shall be erected; provided, that such lot of ground belongs to the person having such building, improvement or other work erected; and if such building, improvement or other work is caused to be erected by a lessee of the lot of ground, in that case the privilege shall exist only against the lease and shall not affect the owner.

4. Those who have worked by the job in the manner directed by the law, or by the regulations of the police, in making or repairing the levees, bridges, ditches and roads of a proprietor, on the land over which levees, bridges and roads have been made or repaired.

Art. 3267. Special privileges on immovables and other privileges.

If the movables of the debtor are subject to the vendor's privilege, or if there be a house or other work subjected to the privilege of the workmen who have constructed or repaired it, or of the individuals who furnished the materials, the vendor, workmen and furnishers of materials, shall be paid from the price of the object affected in their favor, in preference to other privileged debts* of the debtor, even funeral charges, except the charges for affixing seals, making inventories, and others which may have been necessary to procure the sale of the thing.

*Note error in English translation of French text; "debts" should be "creditors."

Art. 3268. Vendor's privilege on land and workmen's privilege on buildings.

When the vendor of lands finds himself opposed by workmen seeking payment for a house or other work erected on the land, a separate appraisalment is made of the ground and of the house, the vendor is paid to the amount of the appraisalment on the land, and the other to the amount of the appraisalment of the building.

Art. 3269. Order of payment out of immovables; distribution of loss among mortgage creditors.

With the exception of special privileges, which exist on immovables in favor of the vendor, of workmen and furnishers of materials, as declared above, the debts privileged on the movables and immovables generally, ought to be paid, if the movables are insufficient, out of the product of the immovables belonging to the debtor, in preference to all other privileged and mortgage creditors.

The loss which may then result from their payment must be borne by the creditor whose mortgage is the least ancient, and so in succession, ascending according to the order of the mortgages, or by pro rata contributions where two or more mortgages have the same date.

Art. 3272. Privileges of contractors, mechanics and materialmen; recordation and ranking.

Architects, undertakers, bricklayers, painters, master builders, contractors, subcontractors, journeymen, laborers, cartmen, masons and other workmen employed in constructing, rebuilding and repairing houses, buildings, or making other works; those who have supplied the owner or other person employed by the owner or his agent or subcontractor with materials of any kind for the construction or repair of his buildings or other works; those who have contracted, in the manner provided by the police regulations, to make or put in repair the levees, bridges, canals and roads of a proprietor, preserve their privileges, only in so far as they have recorded, with the recorder of mortgages in the parish where the property is situated, the act containing the bargains they have made, or a detailed statement of the amount due, attested under the oath of the party doing or having the work done, or acknowledgment of what is due to them by the debtor.

The privileges mentioned in this article are concurrent.

Art. 3274. Time and place of recordation; effectiveness.

No privilege shall have effect against third persons, unless recorded in the manner required by law in the parish where the property to be affected is situated. It shall confer no preference on the creditor who holds it, over creditors who have acquired a mortgage, unless the act or other evidence of the debt is recorded within seven days from the date of the act or obligation of indebtedness when the registry is required to be made in the parish where the act was passed or the indebtedness originated and within fifteen days, if the registry is required to be made in any other parish of this State. It shall, however, have effect against all parties from date of registry.

Amended by Acts 1877, No. 45.