

The Maastricht Collection (9th Edition)

Edited by Sascha Hardt & Nicole Kornet

Volume IV: Comparative Private Law

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Preface to the ninth edition

The Faculty of Law of Maastricht University attaches great importance to the study of European, international, and comparative law. Its curriculum includes several internationally oriented Master programmes and the *European Law School* bachelor programme, in which law is taught from a European and comparative perspective from the very first day. These four volumes, *The Maastricht Collection*, are based on the Maastricht Law Faculty's expertise and experience in teaching law with a European outlook to an international body of students.

The Maastricht Collection comprises a selection of legal instruments and provisions which have proven to be particularly relevant and useful to students and practitioners of European, international, and comparative law. It includes constitutions, codes and statutory law from France, Germany, the Netherlands, and the United Kingdom, as well as international treaties, instruments from international organisations, and legal instruments of the European Union.

The content of the present ninth edition of *The Maastricht Collection* is divided into four volumes, corresponding to different areas of the law. Volume I contains selected international treaties and protocols, important resolutions of international organisations, international and European fundamental rights instruments, as well as the treaties of the European Union and selected EU secondary legislation; Volume II contains national instruments of France, Germany, the Netherlands, and the United Kingdom from the areas of constitutional law (where the US constitution is also included as one of the standard points of reference of comparative constitutional law), administrative law, as well as criminal law and procedure; Volume III contains instruments from international and European private law, including international treaties and secondary EU legislation on international business law, private international law, European company law, European private law and civil procedure, as well as tax law; Volume IV contains national legislation from France, Germany, the Netherlands, and the United Kingdom in the area of private law and civil procedure.

With the publication of this ninth edition two years after the previous one (2024), the editors resume the two-year interval that has proven ideal to keep *The Maastricht Collection* an up-to-date companion to an evolving curriculum that remains close to current legal developments. The ninth edition presents an update to all the instruments contained in *The Maastricht Collection* and adds a number of instruments that have become central to legal education at Maastricht University and beyond, such as the EU's Digital Markets Act (Vol. III) or the UN Security Council Resolutions on Gaza and Ukraine (Vol. I). *The Maastricht Collection* thus remains a comprehensive resource for students of European, international, and comparative law. While many of the materials included in these four volumes are reproduced in the original English, *The Maastricht Collection* remains true to its original aim of facilitating the study of comparative law by offering

fresh translations of legal instruments from different national legal traditions. Many existing translations of written law, including official translations available on government websites, are often significantly out of date and not sufficiently faithful to the original. They often seek to turn old-fashioned or ambiguous original texts into modern and elegant English. Or, instead of translating, they seek to *explain* how certain terms or formulations are interpreted in practice. The translations contained in *The Maastricht Collection* remain as much as possible true to the content, style, and syntax of the original, allowing the reader to appreciate not only the substance but also the authentic form of legal sources.

Formatting styles, such as the use of §§ ('Paragraphs') rather than 'Articles' in most German statutes, and 'Sections' in UK legislation, or the absence of paragraph numbering in French legislation, are preserved. In the interest of consistency of style, the headings of individual articles are suppressed in translated materials. Enactment formulas are omitted; preambles to constitutions and international treaties are retained unless indicated otherwise. For easy reference within translated texts, key legal terms and proper names are added in the original language as in-text citations between square brackets.

The idea to create *The Maastricht Collection* came about during a conversation between Philipp Kiiver and Nicole Kornet about the need for English language learning resources for students following a programme on European and comparative law taught entirely in English. Just like students who follow a curriculum oriented on national law, students in the modern international classroom also need a compilation of legislation relevant to their studies. Since the publication of the second edition, the editorship of *The Maastricht Collection* has been continued by Sascha Hardt and Nicole Kornet. We are more than grateful to Philipp for being such a driving force behind the idea of *The Maastricht Collection*.

We would in particular like to thank Mariah Kuijer and Sofija Varkulevičiūtė, students of the *European Law School* and assistants to the editors, without whose meticulous hard work and dedication this ninth edition of *The Maastricht Collection* and its publication next to the many other responsibilities of the editors would not have been possible.

We would further like to thank the following people for their contributions and input to this and the previous editions throughout 16 years of editorial history: Prof. Bram Akkermans, Prof. Chris Backes, Prof. Anna Berlee, Stephanie Blom, Claire Boost, Caroline Calomme, Sylvain Caris, Prof. Fons Coomans, Merel Dekker, Prof. Mariolina Eliantonio, Prof. Sjef van Erp, Dr. Catalina Goanta, Dr. Franziska Grashof, Dr. Nicola Gundt, Prof. René de Groot, Heike Hauröder, Prof. Aalt-Willem Heringa, Dr. Sander Jansen, Prof. Anselm Kamperman Sanders, Dr. Johannes Keiler, Prof. André Klip, Maartje Krabbe, Giesela Kristoferitsch, Alexandra Laplante, Prof. Raymond Luja, Prof. Gerrit van Maanen, Prof. Mieke Olaerts, Dr. Christina Peristeridou, Dr. Eveline Ramaekers, Dr. Stephan Rammeloo, Prof. Remco van Rhee, Dr. David Roef, Gereon Roetering, Dr. Kees Saarloos, Sarah Sørensen, Dr. René Seerden, Prof. Jan Smits, Prof. Taru

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Maastricht, June 2026

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Preface to the ninth edition
Contents

VOLUME IV: COMPARATIVE PRIVATE LAW

PART I	France	
	Civil Code	2
	Miscellaneous Private Law Codes and Statutes	57
PART II	Germany	
	Civil Code	66
	Miscellaneous Private Law Statutes and Codes	108
PART III	The Netherlands	
	Civil Code	120
PART IV	United Kingdom	
	Unfair Contract Terms Act 1977	228
	Sale of Goods Act 1979	236
	Consumer Rights Act 2015	251
	Miscellaneous Private Law Statutes	286

Civil Code

Civil Code [Code Civil]. Selected provisions from the Preliminary Title and Books I, II, III and IV. As last amended by the Act of 7 April 2026, JORF n° 0083, 8 April 2026.*

Preliminary Title. Of the publication, effects and application of laws in general

[Articles 1 and 2 are omitted.]

Article 3. Laws of public policy and security [les lois de police et de sûreté] bind all those residing in the territory.

Immovables, even those owned by foreigners, are governed by French law.

Laws concerning the status and capacity of persons govern the French, even while residing in foreign countries.

[Articles 4 is omitted.]

Article 5. The courts shall be prohibited from issuing rules which take the form of general and binding decisions on those cases which are submitted to them.

Article 6. One cannot derogate by private agreements from laws which concern public order and good morals.

Article 6-1. Marriage and adoptive filiation have the same effects, rights and obligations as recognised by law, with the exception of those provided for in Chapters I to IV of Title VII of Book I of this Code, whether the spouses or parents are of different or the same sex.

[Article 6-2 is omitted.]

Book I. Persons

Title I. Civil rights

Article 7. The exercise of civil rights is independent of the exercise of political rights, which are acquired and retained in accordance with constitutional and electoral laws.

Article 8. Every French person enjoys civil rights.

Article 9. Everyone has the right to respect for his family life.

The courts may, without prejudice to compensation for the damage suffered, order any measures such as sequestration, seizure and others, appropriate to prevent or bring an end to an infringement of privacy of private life; these measures may, in cases of urgency, be ordered in summary proceedings.

Article 9-1. Everyone has the right to respect for the presumption of innocence.

Where a person is, before any conviction, publicly presented as guilty of acts that are the subject of a police investigation or judicial inquiry, the court may, even by way of interim relief, without prejudice to compensation for the damage suffered, order any measures, such as the insertion of a correction or the dissemination of a communication, for the purpose of bringing to an end the infringement of the presumption of innocence, and this at the expense of the person, whether natural or legal, responsible for that infringement.

Article 10. Each person is obliged to assist in the judicial process to reveal the truth.

The person who without a lawful reason evades this obligation after having been legally obliged to assist may be forced to comply, if necessary by means of a penalty [astreinte] or a civil fine [amende], without prejudice to damages.

Article 11. A foreigner shall enjoy in France the same civil rights as those granted or to be granted to French citizens by the treaties of the nation to which that foreign belongs.

[Articles 12 and 13 repealed.]

* Translation by Sascha Hardt, Bram Akkermans, Eveline Ramaekers, Anna Berlee and Nicole Kornet.

Article 14. A foreigner, even if not resident in France, may be sued before French courts for the performance of obligations contracted by him in France with a French national; he may be brought before French courts for obligations contracted by him in a foreign country towards French nationals.

Article 15. A French national may be brought before a French court for obligations entered into in a foreign country, even with a foreign national.

Chapter II. Respect for the human body

[Articles 16 to 16-6 are omitted.]

Article 16-7. All agreements relating to procreation or gestation for the sake of a third party are void.

[The remainder of Title I and Titles Ibis-IV are omitted.]

Title V. Marriage

Chapter I. The qualities and conditions required to be able to contract marriage

Article 143. Marriage is contracted by two people of different sex or the same sex.

Article 144. Marriage may not be contracted before the eighteenth year has been completed.

Article 145. However, it is open to the public prosecutor of the place where the marriage is celebrated to grant age exemptions for serious reasons.

Article 146. There is no marriage when there is no consent.

Article 146-1. The marriage of a French person, even contracted abroad, requires his presence.

Article 147. One may not contract a second marriage before the dissolution of the first.

Article 148. Minors may not contract marriage without the consent of their father and mother; in case of disagreement between the father and mother, this division implies consent.

[The remainder of Chapter I and Chapters II, Ibis and III are omitted.]

Chapter IV. Applications for annulment of marriage

Article 180. A marriage contracted without the free consent of the two spouses, or of one of them, may be challenged only by the spouses, or by the one whose consent was not free, or by the public procurator (le ministre public). The use of coercion on the spouses or one of them, including by reverential fear of an ascendant, constitutes a case of nullity of the marriage.

If there has been an error in the person, or the essential qualities of the person, the other spouse may demand the nullity of the marriage.

Article 181. In the case of the preceding article, the request for nullity is no longer admissible after a period of five years from the marriage.

[The remainder of Chapter IV and Chapter IVbis are omitted.]

Chapter V. Obligations arising from marriage

Article 203. The spouses contract together, by the sole fact of marriage, the obligation to feed, support and raise their children.

[The remainder of Chapter V is omitted.]

Chapter VI. The respective rights and duties of the spouses

Article 212. Spouses owe each other mutual respect, fidelity, support and assistance.

Article 213. The spouses together are responsible for the moral and material direction of the family. They provide for the education of the children and prepare for their future.

Article 214. If the matrimonial agreements do not regulate the contributions of the spouses to the marriage expenses, they contribute in proportion to their respective means.

If one of the spouses fails to fulfil their obligations, he may be compelled by the other to do so in the manner provided for in the Code of Civil Procedure.

Article 215. Spouses are mutually obliged to a community of life [communauté de vie].

The residence of the family is at the place which they choose by mutual agreement.

The spouses may not, one without the other, dispose of the rights by which the housing of the family is ensured, nor of the furniture with which it is furnished. The one of the two who did not give their consent to the act may claim its annulment: the action for annulment is open to him within the year after the day on which he had knowledge of the act, without ever being instituted more than one year after the matrimonial regime was dissolved.

Article 216. Each spouse has full legal capacity; but their rights and powers may be limited by the effect of the matrimonial regime and the provisions of this Chapter.

[The remainder of this Title is omitted.]

Title VI. Divorce

Chapter I. The cases of divorce

Article 229. The spouses may mutually consent to their divorce by deed under private signature countersigned by lawyers, deposited in the minutes of a notary.

Divorce may be decreed in cases of:

- mutual consent, in the case provided for in 1° of article 229-2;
- acceptance of the principle of the breakdown of the marriage;
- permanent alteration of the marital bond; or
- fault.

Section 1. Divorce by mutual consent

Paragraph 1. Divorce by mutual consent by deed under private signature countersigned by lawyers, deposited in the minutes of a notary

Article 229-1. When the spouses agree on the breakdown of the marriage and its effects, they note, each assisted by a lawyer, their consensus in an agreement taking the form of a deed under private signature countersigned by their lawyers and established under the conditions provided for in Article 1374.

This agreement is deposited in the minutes of a notary, who controls compliance with the formal requirements provided for in 6° of Article 229-3. He also ensures that the draft agreement has not been signed before the expiration of the period for reflection provided for in Article 229-4.

This filing gives effect to the agreement by conferring a certain date and executory force.

Article 229-2. The spouses may not mutually consent to their divorce by deed under private signature countersigned by lawyers when:

- 1° The minor, informed by their parents of their right to be heard by the judge under the conditions provided for in Article 388-1, requests their hearing by the judge;
- 2° One of the spouses is placed under one of the protection regimes provided for in Chapter II of Title XI of this book.

Article 229-3. Consent to divorce and to its effects cannot be presumed.

The agreement expressly includes, under penalty of nullity:

- 1° The surname, first names, profession, residence, nationality, date and place of birth of each of the spouses, the date and place of the marriage, as well as the same information, if applicable, for each of their children;
- 2° The name, professional address and professional practice structure of the lawyers responsible for assisting the spouses as well as the bar in which they are registered;
- 3° The statement of the agreement of the spouses on the breakdown of the marriage and on its effects in the terms set out by the agreement;
- 4° The modalities for the complete settlement of the effects of the divorce in accordance with Chapter III of this Title, in particular if there is reason for the payment of a compensatory benefit;
- 5° The liquidated statement of the matrimonial regime, where applicable in authentic form before a notary when the liquidation concerns property subject to land registration, or the declaration that there is no need for liquidation;
- 6° The statement that the minor has been informed by his parents of his right to be heard by the judge under the conditions provided for in article 388-1 and that he does not wish to use this option.

Article 229-4. The lawyer sends to the spouse he is assisting, by registered letter with acknowledgment of receipt, a draft agreement, which cannot be signed, under penalty of nullity, before the expiration of a period of reflection lasting fifteen days counted from receipt. The agreement has executory force on the day it acquires a certain date.

Paragraph 2. Divorce by mutual consent in court

Article 230. In the case provided for in 1° of Article 229-2, divorce may be requested jointly by the spouses when they agree on the breakdown of the marriage and its effects by submitting for approval by the judge an agreement regulating the consequences of the divorce.

[Article 231 repealed.]

Article 232. The judge approves the agreement and pronounces the divorce if he is convinced that the wishes of each of the spouses is real and that their consent is free and informed. He may refuse approval and not grant a divorce if he finds that the agreement insufficiently protects the interests of the children or one of the spouses.

Section 2. Accepted divorce

Article 233. Divorce may be requested jointly by the spouses when they accept the principle of the breakdown of the marriage without consideration of the facts from which it originates. It may be requested by one or the other of the spouses or by both when each of them, assisted by a lawyer, has accepted the principle of the breakdown of the marriage by deed under private signature countersigned by lawyers, which can be concluded before the institution of proceedings. The principle of the breakdown of the marriage can also be accepted by the spouses at any time during the procedure. The acceptance is not susceptible to withdrawal, even by way of an appeal.

Article 234. If he is convinced that each of the spouses has freely given their consent, the judge pronounces the divorce and rules on its consequences.

[Articles 235 and 236 repealed.]

Section 3. Divorce on grounds of permanent alteration of the marital bond

Article 237. Divorce may be requested by one of the spouses when the marriage bond is permanently altered.

Article 238. The permanent alteration of the marital bond results in the cessation of a community of life between the spouses, when they have been living apart for one year at the time of the divorce application. If the applicant has initiated the procedures without indicating the reasons for their request, the period characterizing the permanent alteration of the marital bond is assessed when the divorce is pronounced.

However, without prejudice to the provisions of article 246, as soon as a request on this basis and another request for divorce are presented concurrently, the divorce is pronounced for permanent alteration of the marital bond without the period of one year being required.

[Articles 239 to 241 repealed.]

Section 4. Divorce for fault

Article 242. Divorce may be requested by one of the spouses when facts constituting a serious or renewed violation of the duties and obligations of marriage are attributable to their spouse and render intolerable the continuation of life together.

[Article 243 repealed.]

Article 244. The reconciliation of the spouses which has taken place since the alleged facts prevents them from being invoked as a cause for divorce. The judge then declares the request inadmissible. A new request may be made, however, due to facts occurring or discovered since the reconciliation, the old facts may then be recalled in support of this new request. The continuation or temporary resumption of life together is not considered as reconciliation if it only results from necessity or an effort at reconciliation or from the needs of the education of the children.

Article 245. The faults of the spouse who initiated the divorce do not prevent his request from being examined; they can, however, remove from the facts that he accuses his spouse of the characterization of gravity which would have made them a cause for divorce.

These faults can also be invoked by the other spouse in support of a counterclaim for divorce. If both requests are granted, the divorce is pronounced with share fault.

Even in the absence of a counterclaim, the divorce may be pronounced on the basis of shared fault of both spouses if the proceedings reveal fault attributable to the one and the other.

Article 245-1. At the request of the spouses, the judge may limit himself to stating in the reasoning of the judgment that there are facts constituting grounds for divorce, without having to set out the faults and the grievances of the parties.

Article 246. If a request for permanent alteration of the marital bond and a request for fault are presented concurrently, the judge first examines the request for fault.

[The remainder of Chapter I and Chapter II are omitted.]

Chapter III. The consequences of divorce

[Section 1 is omitted.]

Section 2. The consequences of divorce for the spouses

[Paragraph 1 is omitted.]

Paragraph 2. Consequences specific to divorces other than by mutual consent

Article 266. Without prejudice to the application of article 270, damages may be awarded to a spouse to compensate for particularly serious consequences he suffers as a result of the dissolution of the marriage, either where he was a defendant to a divorce granted on the grounds of permanent alteration of the marriage bond and had not himself filed for divorce, or where the divorce is granted for sole fault of his spouse.

This application may only be made at the time of the divorce proceedings.

Article 267. In the absence of a settlement by agreement between the spouses, the judge rules on their applications to remain in a situation of co-entitlement, for preferential allocation and for an advance on their share of the community or co-entitled things.

He rules on applications for liquidation and division of patrimonial interests under the conditions set out in Articles 1361 to 1378 of the Code of Civil Procedure, if it is proven by any means that there are enduring disagreements between the parties, in particular by producing:

- a joint declaration of acceptance of a judicial division, indicating the points of disagreement between the spouses;
- the draft drawn up by the designated notary on the basis of °10 of article 255.

He may, even *ex officio*, rule on the determination of the matrimonial regime applicable to the spouses.

Article 268. The spouses may, during the proceedings, submit to the judge for approval agreements regulating all or part of the consequences of the divorce.

The judge, after verifying that the interests of each spouse and children are preserved, approves the agreements by pronouncing the divorce.

[Article 269 repealed.]

Section 3. Compensatory benefits

Article 270. Divorce puts an end to the duty of support between spouses.

One of the spouses may be required to pay the other a benefit intended to compensate, as far as possible, for the disparity that the breakdown of the marriage creates in the respective living conditions. This benefit has the nature of a lump sum. It shall take the form of a capital, the amount of which is be fixed by the judge.

However, the judge may refuse to grant such a benefit where equity so demands, either taking into account the criteria set out in Article 271, or where the divorce is pronounced due to the exclusive fault of the spouse who requests the advantage of this benefit, considering the particular circumstances of the breakdown.

Article 271. A compensatory benefit is fixed according to the needs of the spouse to whom it is paid and the means of the other, taking into account the situation at the time of divorce and of its evolution in the foreseeable future.

To this end, the judge takes into account in particular:

- the duration of the marriage;
- the age and state of health of the spouses;
- their professional qualification and situation;
- the consequences of the professional choices made by one of the spouses during their life together for the upbringing of the children and the time they will still have to be devoted to this or to favouring the career of their spouse to the detriment of their own;
- the estimated or foreseeable patrimony of the spouses, both in capital and income, after the liquidation of the matrimonial property regime;
- their existing and foreseeable rights;
- their respective situation with regard to retirement pensions having estimated, as far as possible, the reduction in retirement rights which may have been caused, for the spouse entitled to the compensatory benefit, by the circumstances referred to in the sixth paragraph.

[Articles 272 to 277 are omitted.]

Article 278. In the case of divorce by mutual consent, the spouses fix the amount and terms of the compensatory benefit in the agreement established by deed under private signature countersigned by lawyers or in the agreement they submit to the judge for approval. They may stipulate that the payment of the benefit will cease upon the occurrence of a specific event. The benefit may take the form of an annuity granted for a limited period.

The judge, however, refuses to approve the agreement if it fixes unfairly the rights and obligations of the spouses.

[The remainder of Chapter III and Chapter IV are omitted.]

Chapter V. Divorce and judicial separation

Article 309. Divorce and judicial separation [le divorce et la séparation de corps] are governed by French law:

- where one and the other spouse have the French nationality;
- where both spouses have their domicile on French territory;
- where no foreign law considers itself applicable, whereas French courts have jurisdiction to adjudicate a case of divorce or judicial separation.

Title VII. Parent and child

Article 310. All children whose parentage has been legally established have the same rights and the same duties in relation to their father and mother. They are taken into the family of each of them.

Chapter I. General provisions

[Articles 310-1 and 310-2 and Section 1 are omitted.]

Section 2. Conflict of laws relating to parentage

Article 311-14. Parentage is governed by the personal law of the mother on the day of birth of the child; if the mother is unknown, by the personal law of the child.

Article 311-15. Nevertheless, if the child and his father and mother or either one of them has their habitual residence in France, together or separately, the apparent status produces all the effects according to French law, even if the other elements of parentage would depend on a foreign law.

Article 311-17. Voluntary acknowledgement of paternity or maternity is valid if it has been made in accordance with either the personal law of the person who acts, or with the personal law of the child.

[Article 311-18 repealed and the remainder of Title VII and Titles VIII and IX are omitted.]

Title X. Minority, Guardianship, and Emancipation

Chapter I. Minority

Article 388. A minor is the individual of one or the other sex who has not yet reached the age of eighteen years.

Radiological bone examinations for the purpose of establishing the age of an individual in the absence of valid identity documents and where the stated age appears unlikely may only be carried out upon a judicial decision and with the consent of the person concerned.

The conclusions of such examinations, which must state their margin of error, may not constitute the sole basis for determining whether the person concerned is a minor. The person concerned has the benefit of the doubt.

In case of doubt as to the minority of the person concerned, the age may not be evaluated on the basis of an examination of the pubertal development of the primary and secondary sexual characteristics of the person concerned.

Article 388-1. In any proceedings concerning him, a minor capable of discernment may, without prejudice to any provisions prescribing his intervention or his consent, be heard by the judge or, where the interest of the minor demands it, by the person designated by the judge for this purpose. Such a hearing must take place where the minor requests it. Where he refuses to be heard, the judge assesses the reasons for this refusal. He may be heard alone, with a lawyer, or with a person of his choice. If this choice does not appear in conformity with the interest of the minor, the judge may move to designate another person.

The hearing of a minor does not make him a party to the proceedings.

The judge ensures that the minor has been informed of his right to be heard and to be assisted by a lawyer.

Article 388-1-1. The legal administrator represents the minor in all acts of civil life, except in case where the law or usage authorise the minors to act themselves.

[The remainder of Title X is omitted.]

Title XI. Age of Majority and Adults Protected by Law

Chapter 1. General Provisions

Article 414. Majority is fixed at having completed eighteen years; at this age, everyone has capacity to exercise the rights he enjoys.

Section 1. Provisions independent of measures of protection

Article 414-1. In order to enter into a valid transaction, it is necessary to be of sound mind. But it is for those who seek annulment on that ground to prove the existence of a mental disorder at the time of the transaction.

[The remainder of Section 1 and Section 2 are omitted.]

Chapter II. Judicial Measures for the Protection of Adults

Section 1. General Provisions

Article 425. Any person who is unable to safeguard his own interests by reason of a medically established change in mental faculties or physical abilities which prevents the expression his will, can benefit from a measure of legal protection provided for in this Chapter.

If it is not otherwise provided, the measure is intended to protect both the person and the patrimonial interests of the person. It may, however, be expressly limited to one of these two purposes.

[The remainder of Section 1 is omitted.]

Section 2. Provisions Common to Judicial Measures

Article 428. A judicial measure of protection may only be ordered by the judge in case of necessity and where there interests of the person concerned cannot be sufficiently provided for by the implementation of a power of attorney [mandat de protection future] granted by the person concerned, by the application of the rules of general law governing representation, of those relating to the respective rights and duties of spouses and the rules governing marriage, in particular those laid down in Articles 217, 219, 1426, and 1429, or by another less constraining measure of protection.

The measure of protection is individualised in proportion to the degree of alteration of the personal capacities of the person concerned.

[The remainder of Section 2 and Section 3 are omitted.]