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Abstract
In modern civil codifications, the pledge and the mortgage were rigidly separated by their constitution, because the pledge requires delivery of the thing and the mortgage a convention without delivery; and by their aim, as the the pledge fall only on movable and mortgages only on real property. On these two points of difference, only the first is Roman because, on the purpose, the pledge and the mortgage could be formed regardless of movable and immovable, so that, among other possibilities, there was the possibility of common dogma chattel mortgage without displacement of movable. The medieval and modern civil law retained this dogma. But it was repealed in French customary law (and other European countries), so that the piece pledge without displacement disappeared from the modern horizon. The French Civil Code of 1804 (as all previous and subsequent) received the customary rule. But in the nineteenth century, the needs of industrial and commercial development did see the desirability of adopting the idea of non-possessory pledge, that little by little, and for established cases, was introduced through special legislation (mortgage of ships, agrariaj pledge, garment industry, etc.). In the reform of the French Law of guarantees (2006), the non-possessory pledge was designed as a matter of general and common application, so that now such an order on movables can be either with or without displacement. Thus, in the late twentieth century has returned to the classical Roman law.

Keywords
Pledge, Mortgage, Pledge without displacement, Pledge on movables, Pledge (Roman Law), Pledge (Civil Law), Pledge (Codified Law), Pledge (French Customary Law).