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CORREALITY IN THE BRAZILIAN LEGAL SYSTEM: APPLICATION AND MEMORY

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Abstract: The present article discussed the existing differences between solidarity and correality, finding the origins of this distinction in the Romanistic doctrine. In view of this, it studied some provisions of the Civil Code, in order to verify the preponderance of solidarity and correctness in each of the articles. It also verified the use of correctness in jurisprudence, evidencing the use of this concept for the solution of the judgments. He concluded about the great application that the correctness has in the contemporary scenario, noting the importance of resuming the debate around this concept that has received little current doctrinal treatment. It also concluded on the relevance of research and legal education for the correct application of legal institutes, in order to favor justice. In addition, he realized the fundamental role of these resources for the recovery of the memory of the institute of correctness and a more assertive understanding of the legal system.
Keywords: Solidarity, correctness, research and legal education, application, civil code, jurisprudence, memory.

INTRODUCTION

When considering the teaching of law in Brazil, the indispensability of expanding spaces for debate around controversial and controversial legal issues becomes evident. With this, it becomes necessary to create environments that allow the study of subjects that require more research and the elaboration of positions about their better understanding and more correct use.

In view of this idea, this article aims to bring to light the discussion around an institute that has already given rise to numerous controversies within the civilist doctrine: the correctness. Commonly treated as a synonym or a kind of solidarity, it is, however, a distinct institute that finds its beginnings in the Romanistic bases, having great applicability in the Brazilian legal system, although it can no longer be given the characteristics it had in origin. However, despite being a topic of great use today, its memory has been practically erased.

Although the Civil Code did not expressly address the studied institute with this nomenclature, there are situations in which our legislation shows that it has adopted the rules that govern correctness, although with peculiar characteristics. This can be seen, for example, in the regulation of suretyship and civil liability for acts of a third party, typical situations of correctness, although the situations described have been called solidarity.

Therefore, this work intends to investigate the incidence of correctness in some provisions of the Civil Code, although it is treated by another name (solidarity).

Furthermore, this research aims to explore the origins of correality, as well as the consequences arising from its application. It is also intended to use jurisprudential precedents to investigate the incidence of this institute (correality) in the Brazilian legal system, even when the judgments do not use the term "correality" explicitly.

Finally, it is understood that this article is included in the theme of the important Congress for which it was prepared - more specifically in the Working Group on Research and Legal Education - since it corresponds to a scientific work with a view to demonstrating that the Research is the weapon for understanding and correct application of existing legal institutes and provisions.

HISTORY

The distinction between correctness and solidarity finds its origin in the study of Roman sources. These documents, on some occasions, used the term conrei to address the

issue of solidarity, from which the expression "correality" emerged.

Throughout history, numerous hypotheses have been developed in the Romanistic doctrine about what would be the real content of the distinction between the so-called corrective obligations and solidarity. However, it can be said that the theories developed by G.J. Ribbentrop and presented, in the 19th century, by F.L. Keller were the ones that prevail (MARTIN, 2015).

Still following Martin's reasoning (2015, p.47), this outstanding thesis can be summarized by the distinction in the number of obligations:

> The thesis of the pandectists KELLER and RIBPENTROP, as several authors explain, was based on the unity or plurality of obligation and multiplicity of subjective relationships. Correal obligations would be those in which there is a single obligation, despite the multiplicity of subjects. Joint and several obligations, also called purely joint and several, imperfect joint and several obligations, are those that have several obligations as many as the subjects.

As explained by Silva (2019, p. 95-96), the German jurist Bernhard Windscheid had a similar thought to Ribbentrop and Keller. Thus, he understood the corrective obligation as one constituted by a single obligation, while the simple joint and several obligation would be configured by a series of parallel obligations. As a result, in the first situation, "each creditor could collect its credit, without needing the cooperation of the co-creditor and each debtor would be liable to pay its credit, without the possibility of invoking the existence of a co-debtor". In the second conjuncture, "the creditor could demand the whole and each debtor would be obliged to the whole, and even if, through the same provision, all debtors were released, each creditor and each debtor would have a particular credit right".

Walking a little further, it is possible to transport these differences to contemporaneity. Thus, it is coherent to point out that, in solidarity, there are several debtors and all of them are obliged to pay the entire debt, this in relation to the creditor. Thus, each of the joint and several debtors holds a portion of this burden and, having fully and alone fulfilled the obligation, is authorized to seek the share of the other debtors.

Correality, on the other hand, configures a different situation. As Farias and Rosenvald (2017, p. 303-304) explain:

> In fact, if the creditor chooses at his discretion one of the co-debtors to make the full payment, once the choice has been made, the other co-debtors will remain unencumbered, and the future option of the creditor to execute them will be impracticable as the payment is individualized in the person of the elected debtor.

Going further, in actuality several may be called upon to fulfill the obligation, but not all are debtors. As Souza (2017) explains:

> The debtor is always responsible, but the responsible is not always the debtor. The debtor is the one who has the duty to answer for his own debt. The person responsible is the one who is responsible for the debt of another.

Thus, if debtors pay what they owe, they cannot demand a share of the payment from others. This is because those linked to the obligation by correctness are only responsible, but not debtors. However, those responsible and bound by the correctness, if they pay the debt, can seek from the debtors the entirety of what they disbursed.

Several scholars have already dealt with the distinction between correctness and solidarity, and there is a lot of controversy about the validity of maintaining this difference. Pontes de Miranda, for example, when discussing this matter, regretted having prevailed, among Brazilian writers, the understanding that

there must be no separation between the types of solidary bonds. In a similar way, Lacerda de Almeida also defended the maintenance of corality and solidarity as two different institutes (MARTIN, 2015).

On the other hand, it is worth mentioning that numerous thinkers presented positions contrary to this reasoning. As an example, it is worth mentioning the thinking of Lyra Júnior. Influenced by the ideas of Carvalho de Mendonça and João Manuel de Carvalho Santos, he argued that the separation between solidarity and correality did not represent a relevant distinction for modern law (MONTEIRO, 2016).

In this sense, Antunes Varela apud Monteiro (2016) explains a possible justification for the predominance of the defense of a unique bond of solidarity in Brazilian doctrine:

> The distinction is now overcome, in modern law, by the broad concept of joint and several obligations, which are only interested, with regard to passive solidarity, the guarantee of the creditor's interest and the communion of purpose established between the bonds that the various obligors intend. to the creditor. Hence, solidarity includes cases in which the performance is the responsibility of only one of the parties, in internal relations, as well as cases in which there is not complete homogeneity between the obligations of the co-debtors (or the rights of the co-creditors), one of them being conditional or term and the others, for example, and the others being pure and simple.

However, although correctness is an old institute with little doctrinal treatment today, it is still possible to observe strong evidence of its incidence in the Brazilian Civil Code - which corroborates the notion of the great applicability of this concept in contemporary times. Several devices seem to have adopted the rules of correctness in the treatment of the object standardized by them. Thus, the next section of this research will be dedicated to verifying the presence of correctness and solidarity in the Civil Code, in order to highlight the preponderance of each of the institutes in the articles studied.

It can also be observed that the institute of correctness, which caused so much stir in the past, had its recognition facilitated with the division of the obligatory bond brought about by German law. Debt (schuld) was distinguished from liability (haftung). With this, it was possible to separate the institutes of solidarity from the correctness. In the first institute, there are several debtors who are also responsible for fulfilling the obligation. In the second institute, we have some debtors and those responsible and others who are only responsible for fulfilling the obligation.

INCIDENCE OF CORREALITY AND SOLIDARITY IN THE CIVIL CODE

Chapter VI of the Civil Code is entitled "On Solidarity Obligations", and is intended to define this concept and to regulate the solidarity relationship between co-creditors and co-debtors. Article 264 summarizes this scenario:

> Article 264. There is solidarity, when more than one creditor, or more than one debtor, competes in the same obligation, each with the right, or obligation, to the entire debt.

As already mentioned in the previous section, solidarity is composed of a series of parallel obligations. As a consequence of this, each creditor has the right to a portion of the credit, while each debtor has a share of the debt. And this is an idea that is expressly stated in the legislation. This situation, however, regulates the legal relationship existing between joint and several creditors or debtors.

In the relationship involving these joint and several creditors or debtors, the situation changes. In relation to the debtor, each solidary creditor is as if he/she was the holder of the entire credit and, therefore, can demand

it in full. On the other hand, in relation to the creditor, each solidary debtor is as if he were the debtor of the whole and, therefore, may be obliged to pay the entire debt.

Article 283 presents this notion quite explicitly:

> Article 283. The debtor who has fully satisfied the debt has the right to demand from each of the co-debtors their share, dividing equally by all the shares of the insolvent, if any, assuming equal, in the debt, the parts of all the co-debtors.

Thus, if one of the debtors pays the entirety of the debt, a situation which they may be obliged to submit to, they have the right to seek the amount disbursed corresponding to the fraction of the debt of each of the other co-debtors. With this, it is clear that in the articles belonging to this chapter - article 267 to 285 - solidarity prevails, since this part of the Civil Code is reserved for the regulation of this institute.

Thus, in view of the way in which the legislation views solidarity, it is possible to identify similar situations, but not the same, which therefore cannot be treated by the solidarity institute. Correct, therefore, to adopt the rules that are reserved to the reality to treat them.

Initially, it is worth remembering article 818 of the Civil Code:

> Article 818. By the surety agreement, a person guarantees to satisfy the creditor an obligation assumed by the debtor, in case the debtor does not fulfill it.

With this, it can be seen that both the main debtor and the guarantor - even if subsidiarily - are responsible for fulfilling the main obligation that justifies the guarantee contract. Based on article 831 and item III of article 346 of the Civil Code, if the guarantor complies with the main obligation, he subrogates himself to the creditor's rights, being able to demand the disbursed debt of the guaranteed party (CONJUR, 2019).

However, if it is the principal debtor who pays the debt, he does not have the right to demand the amount, or part of what was paid, from the guarantor. If the guarantor is the one who solves the debt, he can seek reimbursement of the entirety of what he paid, from the secured debtor. This is because, while the guarantor is only responsible for the fulfillment of the obligation, the guarantor cumulates the positions of responsible and debtor. This situation is distinct from solidarity, but conforms to what constitutes correctness today.

Exception to the rule can be found in article 829 of the Civil Code:

> Article 829. The guarantee jointly provided for a single debt by more than one person implies the commitment of solidarity between them, if they do not clearly reserve the benefit of division.
>
> Single paragraph. Once this benefit is stipulated, each guarantor is only liable for the part that, in proportion, is due to him in the payment.

Once the benefit of order is established between the guarantors, a simply joint obligation is established between them, and between them and the secured party a subsidiarity relationship, without affecting the nature of the legal positions of each one, that is, the secured party is a debtor and responsible and the simple guarantor responsible.

It is also relevant to analyze the circumstances surrounding civil liability for an act of a third party. Therefore, it is worth considering article 932 of the Civil Code combined with the sole paragraph of article 942 of the same statute:

> Article 932. **They are also responsible** for civil repair:
>
> I - the parents, for the minor children who are under their authority and in their company;

> II - the tutor and the curator, by the pupils and curators, who are in the same conditions;
>
> III - the employer or principal, by their employees, servants and agents, in the exercise of the work that competes to them, or because of it;
>
> IV - the owners of hotels, inns, houses or establishments where they lodge for money, even for educational purposes, by their guests, residents and students;

> Article 942. The assets of the person responsible for the offense or violation of the rights of others are subject to compensation for the damage caused; and, if the offense has more than one author, all will be jointly and severally liable for the reparation.
>
> Single paragraph. Co-authors and persons named in article 932 are jointly liable with the authors.

Despite the single paragraph of article 942 of the Civil Code mentioning the existence of solidarity between the persons designated in article 932 of the Civil Code, the treatment given to the hypotheses in the latter transcribed provisions is not solidarity, approaching, rather, the correctness. As Caio Mário explains, in any of the cases of indirect liability, the person who disbursed the indemnity amount has the right of recourse against the person for whom he paid (PEREIRA, 2017).

The observation does not apply to the responsibility of the father in relation to the child, or of the tutor or curator who is also an ascendant of the ward or curate. In these cases, there is no right of recourse, as stated in article 933 of the Civil Code (He who compensates for the damage caused by another person may recover what he has paid from the person for whom he paid, unless the person causing the damage is his descendant, absolutely or relatively unable). But in any case, it is also not the solution that would be given if it were a case of solidarity.

As has already been said, in solidarity there is a legal relationship between those who are obliged to pay which means that the one who pays can seek the share of the other debtor. Here, the parent, tutor or curator who pays cannot charge the child, the ward or the curate for the person who paid.

Also in the other cases of article 932 one cannot speak of solidarity. That's because if it's the responsible third party who pays, you can reimburse yourself in full. If it is the author of the illicit who pays, the responsible third party cannot be obliged to contribute with the reimbursement installment.

As an example, it is worth analyzing item III of this article. In this situation, both the employer and the employee are held responsible for repairing the damage caused. But if the employer pays the indemnity amount, he has a right of recourse against the employee causing the damage, in order to try to recover the amount disbursed (PEREIRA, 2006). However, if the employee pays for damages, he cannot request the same amount from the employer as reimbursement. Not even part of it, as would be logical in solidarity. Therefore, it is observed that the employer is only held responsible, while the employee must be understood as responsible and debtor.

It is more correct, therefore, to configure the case as one of correctness, although the Civil Code does not refer to the situation, or speak of it as a case of solidarity.

Article 975 of the Civil Code also deserves analysis.

> Article 975. If the representative or assistant of the incapable person is a person who, by law, cannot exercise the activity of a businessman, he will appoint, with the approval of the judge, one or more managers.
>
> § 1º In the same way, the manager will be appointed in all cases in which the judge

deems it convenient.

§ 2 The approval of the judge does not exempt the representative or assistant of the minor or the interdicted person from responsibility for the acts of the appointed managers.

Commenting on the functioning of this device, Ferragut (2008, p. 309) explains:

> Here, there is joint and several liability of the representative or assistant of the incapacitated person, for the practice of illicit acts - such as the assumption of debts for the purchase of fixed assets, the payment of the payroll, the payment of the service provider, etc... – carried out by the appointed managers and by the first ones previously appointed (culpa in eligendo).
>
> The solidarity and subsidiarity provided for in this paragraph do not prevent the representative or assistant from seeking from the appointed managers, in the exercise of regressive right, reimbursement of the expense that they may have been obliged to bear.

Therefore, it is noted that the representative or assistant of the incapable person is also responsible for bearing the consequences of an illicit act practiced by the manager elected by him. At the time of payment for the repair of the damage caused, I have a right of recourse against the managers. But the same does not occur in reverse: the manager cannot seek from the legal representative or assistant the amount spent to repair damage arising from an illicit act performed by him. In this, it is evident that the manager is in the position of responsible and debtor, while the legal representative or assistant is purely responsible. Then, the characterization of the correctness is contacted.[1]

Article 1023 of the Civil Code also deserves to be studied.

> Article 1.023: If the company's assets do not cover its debts, the partners are liable for the balance, in proportion to which they participate in the social losses, except for the joint liability clause.

In the absence of a joint liability clause, it can be said that the legal entity is in the position of responsible and debtor for the obligation, while the partners are only responsible for the debt - a situation that most closely resembles the reality.

On the other hand, in the existence of the clause, there may be solidarity in the relationship between the partners, with each one holding a portion of the debt. Again according to Ferregut (2008, p. 319):

> There may, however, be a clause providing for joint and several liability between the partners, in which case the creditor may claim compliance with the (limited) obligation of any of the partners, and the one who settles the debt may exercise the right of return, in order to to refund the amounts owed by the other partners, considering the amount of the debt applicable to each one.

The devices cited as an example show the existence of obligatory relationships that are not regulated by the solidarity institute. It is necessary, however, to know the way in which those involved respond. And if there is no solidarity, nor simply joint obligation, it is better to use the institute of correctness to solve these questions. The next section of the work will be dedicated to the study of the practical application of the institute of correctness in jurisprudence.

JURISPRUDENCIAL ANALYSIS

Correality has been applied, in a harmonious way, in the hypothesis of surety, especially the lease, even when it is not mentioned explicitly.

> CIVIL APPEAL. LOCATION. REGRESSIVE CHARGE ACTION. PAYMENT OF THE DEBT BY THE GUARANTOR. SUBROGATION ARTICLE 831 OF THE

1 This solution is valid when analyzing the relationship between the representative and the manager.

> CIVIL CODE. Once the lease debt is paid by the guarantor, the subrogation takes place, in the form of article 831 of the Civil Code, and the guarantor may turn against the lessee and the co-guarantors, for the respective quota. PRELIMINARY REJECTED. APPEAL PROVIDED.
>
> (Civil Appeal, No. 70078526738, Fifteenth Civil Chamber, Court of Justice of RS, Rapporteur: Ana Beatriz Iser, Judged on: 10-10-2018)

The aforementioned judgment indicates the existence of co-reality between guarantors and the main debtor, while it also recognizes solidarity between guarantors. By validating the possibility of subrogation of the guarantor and allowing him to turn against the principal (lessee), he admits that the latter must be understood as a debtor and responsible, while the former must only be considered responsible. On the other hand, when accepting that the guarantor can also turn against the other co-guarantors to obtain their respective shares, he perceives the existence of several parallel obligations, that is, in each of the co-guarantors he holds a portion of the debt, which characterizes the solidarity.

In the scope of civil liability, many are the judgments that also use the rules that govern the correctness:

> NAMED RESOURCE. A CLAIM FOR MATERIAL AND MORAL DAMAGES. CONSUMER RELATIONSHIP. CONSORTIUM ACQUISITION. SALE OF USED VEHICLE, WHOSE VALUE WOULD BE INTENDED FOR BIDDING IN ORDER TO CONTEMPLATE THE LETTER OF CREDIT. VEHICLE EXHIBITED AT THE DEALERSHIP. SELLER THAT RETAINED PART OF THE VALUE OF THE SALE, AS A COMMISSION. THERE IS NO PROOF OF THE LEGALITY OF RETENTION. PROPERTY DAMAGE DUE. EMPLOYER WHICH, IF HE DETERMINES REASONABLE, SHALL BRING REGRESSIVE ACTION AGAINST THE EMPLOYEE. ARTICLE 932 COMBINED WITH ARTICLE 934 OF CC/2002. CLAIM AT THE DEFENDANT'S WORKPLACE. CONFIGURED MORAL DAMAGES. INDEMNIFICATION AMOUNT. MINORATION. ADEQUACY TO THE POSTULATES OF REASONABILITY AND PROPORTIONALITY. PARTIALLY REFORMED SENTENCE. FEATURE KNOWN AND PARTIALLY PROVIDED (...)
>
> (Number: 8010598-85.2014.8.11.0006, CIVIL APPEAL CLASS, LAMISSE RODER FEGURI ALVES CORREA, Single Appeal Class, Judged on 10/20/2020, Published in the DIARIO ELETRONICO DE JUSTIÇA 10/22/2020)

In the analysis of this case, the Civil Appeals Panel of the TJMT agreed on the objective liability of the employer for the acts performed by its agent, based on item III of article 932 of the Civil Code. In addition, he also argued that the employer has a right of recourse against the employee, in order to review the amount disbursed. Therefore, as the decision assumes that the agent must be held responsible and liable for the obligation, while the employer is seen only as responsible - justifies the hypothesis of the occurrence of the employer's regressive action to recover the amount depended on for repairing the damage caused by the employee – the solution is the application of the solidarity institute.

In the sphere of the relationship between partners and legal entities, it is also appropriate to make some notes based on the following judgment:

> APPEAL TO EXECUTION - JUDGMENT THAT EXTINGUISHED THE EXECUTION IN RELATION TO THE APPLICANT, DUE TO PASSIVE ILLEGITIMITY - PROCEEDINGS OF THE SPECIAL APPEAL FILED BY THE APPELLEE - RETURN OF THE FILES FOR THE JUDGMENT OF THE APPEAL 1 - SIMPLE COMPANY GOVERNED BY THE RULES OF THE CIVIL CODE OF 2002 -

SUBSIDIARY RESPONSIBILITY OF THE PARTNERS - EXEGESIS OF ARTICLES 997, VIII, 1023 AND 1024 OF THE CC - LEGITIMITY OF THE APPELLING PARTNER TO RESPOND WITH ITS EQUITY FOR THE DEBT EXECUTED AFTER THE EXHAUSTION OF THE PROCEEDINGS WITH THE PRINCIPAL DEBTOR'S ASSETS - PRECEDENTS - REFORMED JUDGMENT. Appeal provided. (TJPR - 15th Civil District - AC - 1050558-7 - Curitiba - Rapporteur: Judge Elizabeth M F Rocha - Unanimous - J. 10.31.2018)

The recognition of the fact that the partners must also be considered responsible for the obligations acquired by the legal entity corroborates a scenario of correctness. In this, the moral entity is held responsible and debtor, while the partners are only responsible.

After analyzing the jurisprudence that addresses the construction of a correlation scenario indirectly, it is possible to proceed to cases in which this institute is adopted explicitly:

> Call to the process of the company Lots - It is not a matter of solidarity, but a rule of correctness - Call to the process absolutely inconvenient - Restriction of defense - There is no need for new evidence - Separation of responsibilities between the companies and the managing partners - Obligation of the entity - Preliminaries removed.
>
> Flagrant liability of the defendant Leão, his company and TV Record - The draw was guaranteed by whoever attested to the correctness of the contest - The contract between the defendants establishes personal relationships between those involved - Obligation assumed before third parties - Value of the prize maintained - Moral damage removed - Expert evidence on the Ferrari vehicle is waived - Adoption of the provisions of article 244, second part of the Civil Code - Authors' appeal partially granted.
>
> Report that recognized the validity of the winning ticket - The irregularities that caused the non-entry of the cash in the defendant's coffers do not remove the right of the plaintiffs - Unjustified the determination of the continuation of the expertise - Improved appeal withheld.
>
> Grounds that motivate the granting of part of the plaintiffs' appeal Result of the appeal withheld - Defendant's appeal CBTM impaired.
>
> (TJSP; Civil Appeal 9092251-74.2006.8.26.0000; Rapporteur: José Luiz Gavião de Almeida; Judging Body: 9th Chamber of Private Law; Central Civil Court - 2nd CIVIL COURT; Judgment Date: 02/28/ 2012; Date of Registration: 08/10/2012)

This judgment dealt with an indemnity action for the receipt of prizes obtained through the game of "eventual bingo". The defendant Brazilian Table Tennis Confederation - CTBM called the company LOTES to participate in the process, claiming that the latter would have been responsible for organizing the event and that it would have taken all the economic benefit of the game.

Among other issues, the judgment discussed the existence of solidarity between LOTES and CTBM for the payment of compensation. As explained in the decision, the joint and several liability bond must work for the benefit of the creditor, in order to allow him to file a lawsuit against only one debtor or all of them. However, it was concluded that there is a correlation relationship in this case:

> In solidarity, everyone is obligated and everyone is in debt. In reality, everyone is obligated, but only one is a debtor. And this last situation is the one defended by the defendant CBTM when it says that all expenses are from LOTES and that she owes nothing.
>
> But even if that were not the case, there is a need to know whether the defendant against whom the lawsuit was filed has the right to

bring the other into the proceedings.

It is also worth analyzing another interesting judgment of the Court of Justice of the State of São Paulo:

> EMBARGOES TO EXECUTION - Condemnation of the State and Municipal Treasury in the payment of an honorary sum, believing the latter to be obliged to pay exclusively half of this amount - Misuse - According to De Plácido e Silva, "PASSIVE SOLIDARITY" the debtor is "imprisoned to the obligation for a perfect correctness, responding 'in solidum', that is, for the entirety of the provision" - Motions to stay execution judged by the court 'a quo' partially valid - Judgment upheld - Appellant's appeal dismissed.
>
> (TJSP; Civil Appeal 9000140-03.2009.8.26.0506; Rapporteur (a): Rebouças de Carvalho; Judging Body: 9th Public Law Chamber; Ribeirão Preto Forum - 2nd. Public Treasury Court; Judgment Date: 08/31/2011; Registration Date: 08/31/2011)

This ruling addressed – among other aspects – the claim, by the Municipality of Ribeirão Preto, for the joint execution of the disputed debt. The decision rejected that request. To do so, it used the idea that, in perfect reality, there is only one obligation. Therefore, the notion of an eventual division of the debt with the State Treasury would not be coherent. The Municipality was therefore ordered to pay the entire amount.

In short, it is observed that the correctness is a concept that has great practical utility.

This way, we can see how it is constantly used, directly and indirectly, for the solution of cases and the correct application of legal institutes in several judgments - despite the limited doctrinal treatment received today.

CONCLUSIONS

The research seeks to investigate the differences between solidarity and correctness, and the beginnings of this distinction can be found in Romanistic doctrine. However, with the passage of time, the doctrinal treatment given to the correctness has been greatly reduced, and, many times, these institutes have come to be regarded as synonyms.

However, the analysis of some provisions of the Civil Code made it possible to observe the applicability of correctness in contemporary times, given that many of the articles studied appear to be governed by the rules of this concept. Despite being an old institute, it was also possible to evidence its use by jurisprudence, being widely adopted for the solution of the judgments - even though, on several occasions, this use takes place indirectly and without explicit mention of the term "correality".

Therefore, in view of the current use of this concept, there is a need to resume the debate around this theme. Although correctness is still a principle widely used in the management of the legal system, its memory is gradually disappearing. Thus, research and legal education are shown as tools of great importance for maintaining the spirit of this concept, in order to favor the correct application of the institutes of law.

More than that, these resources are extremely relevant to obtain an assertive understanding of the system, favoring the application of justice. Furthermore, they allow the observation of the existing nuances in the order, avoiding the impoverishment of the legal doctrine. And it is precisely for this reason that the study of correctness must be brought to the fore.

In short, it is concluded about the great application of correctness in contemporaneity, highlighting the fundamental role of teaching and legal research to preserve the memory of this concept and guarantee the correct application of the institutes of law.

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