

covenants made between private individuals in contravention to the laws referred to, and whether censitaires who have taken concessions, since the cession, at rates higher than customary before the cession, have a right to obtain a reduction of such rents?

The thirty-ninth, fortieth and forty-first questions enquire as to the legality of certain reservations and prohibitions in *baux à cens*.

The forty-second enquires as to the legality of *corvées*.

Upon these subjects the undersigned submits the following observations:

With respect to the *droit féodal* in France, there was the feudal contract or the contract between the Seigneur suzerain (or dominant) and the vassal: this was otherwise called the *contrat d'inféodation*. There was also the contract between proprietors of Fiefs and their censitaires: this was the *contrat d'accensement*.

The obligations issuing out of both of these contracts issued principally from the contracts, which were to be interpreted as all other contracts.

Concession *en fief* was a contract *parfaitement synallagmatique*.—1 Hervé, p. 386:

Nous avons jusqu'à présent trois principes fondamentaux sur lesquels repose tout le système de la féodalité.

Le premier, que la concession en fief est un contrat parfaitement synallagmatique ou bilatéral. En effet, l'obligation que le seigneur a contractée au moment de la concession, de laisser jouir le vassal de la chose concédée, en la manière convenue, et l'obligation que le vassal a contractée de son côté de conserver une reconnaissance toujours subsistante, sont deux obligations essentiellement corrélatives et également principales, qui ne peuvent subsister l'une sans l'autre, et desquelles résulte, de part et d'autre, une action directe.

As to the rights of property under these contracts.

As between *Seigneurs dominans* and their vassals there was by the *contrat d'inféodation* a division of property; but to contemplate upon such a contract in the *prevosté de Paris* a division of the property, except as between grantor and grantee, to contemplate it also as between vassal and some third persons, none being designated, is absurd.

By the *contrat d'inféodation* the *domaine direct* was reserved by the grantor and the *domaine utile* was given to the vassal. This *domaine* might be larger or smaller, according to the terms of the *contrat d'inféodation*. The land granted *en fief* could be charged in various ways, and all bars on the vassal's using and disposing of his property could be taken away.

Under the *bail à cens* also the property was divided, the Seigneur retaining a *direct*, the censitaire obtaining a *domaine utile*. The Seigneur's *domaine* might be larger or smaller, according to the contract.

The payments and duties promised and assumed by the censitaire, and so much of the Seigneur's property as he did not part with, constituted his *domaine directe*.

No. 80, p. 146, Championnière:

Dans ce système, la propriété pleine, entière, absolue, constituait le *dominium plenum*, le *jus integrum*, et celui qui en réunissait tous les élémens dans sa possession jouissait *jure proprietario, in integritate*. Par l'effet du contrat féodal cette propriété se divisait: le bénéficiaire, feudataire ou censitaire, recevait le domaine utile, dont les profits consistaient dans les produits du sol; le donateur se réservait le domaine direct, dont les bénéfices consistaient

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