

may also be inferred from the fact of its being adopted in the Code of Louisiana and in the Codes of several of the States of Europe, and from its more recent enactment in England by the imperial statutes of 1856, chapters 60 and 97. Practically, the only difference between the two systems is, that under the Code the want of delivery cannot be invoked against a purchaser in good faith; that against a purchaser in bad faith, the well established rule that fraud must be proved obtains in this as in other cases; and that the absence of delivery, although it may afford strong evidence of fraud, cannot constitute a presumption *juris et de jure*. Article **1025** lays down the principle. Its application to immovables is, however, in the interest of third parties, subjected by article **1027** to the provisions of the Code concerning registration. The same article also declares, as regards moveables, that of two purchasers of the same thing, from the same owner, the one who is in *bond fide* possession of it shall be deemed owner. The reasons of this exception are the almost impossibility of following a moveable when it passes through many hands, the inconvenience and expense of annulling the several transactions by which it was transferred, and the consequent embarrassment of commercial dealings.

The sufficiency of consent without delivery is applied to Gifts by article **777**, and by article **795**. The former declares delivery unnecessary, and gives donees, whose deeds are registered before the donor's death, a right to claim from his heirs things given but not yet delivered. The latter declares acceptance, without delivery, sufficient to complete gifts *inter vivos*.

Article **1472** applies the same rule to Sale, which it consequently defines as a contract by which a man *gives* a thing for a price, &c., instead of, as formerly, a contract by which a man *obliges himself to give the enjoyment* of a thing, &c. As a corollary of this definition it follows that a person cannot sell what does not belong to him, and that, if he does, he is liable in damages towards any purchaser ignorant of the fact. This is declared in article **1487**. But, in order to avoid practical inconvenience, article **1488** admits the validity of the sale when the matter is commercial, or when the vendor afterwards becomes owner of the thing. It also retains the rules of the old law with respect to things lost or stolen. These, when bought at a judicial sale, cannot be reclaimed, and when bought in a fair or market, at a public sale,