

against minors and other incapable persons. Formerly these rights were prescribed by thirty years, but by article 2248 no prescription is required, as they are absolutely limited, either by the legal term of ten years, or by any shorter term stipulated.

Another cause of defeasance was the subsequent birth of children to a donor, by means of which the gift became null. Under article 812 a gift can no longer be annulled by this means, unless the deed contains a stipulation to that effect. The opinions and habits of former times may perhaps have justified a presumption that gifts were tacitly understood between the parties to be subject to this resolute condition, but at the present day no such agreement would enter tacitly into the minds of the contracting parties. The right of annulling the contract for such a cause being therefore contrary to the real intention of the parties, and, moreover, injurious to the interests of third parties in their relations with the donee, it has very properly been abrogated.

Under the old law the property belonging to a substitution was liable to a subsidiary recourse which the wife of the institute could exercise against it, for securing her dower or her dowry. This rule was founded upon a presumption that the grantor of the substitution had in view the advantage of the institute rather than that of the substitute, and was therefore willing to promote the marriage interests of the former in preference to the direct interests of the latter. The correctness of this presumption even under the ancient system might well be questioned, but it is certainly no longer applicable to our present usage, according to which the substitute is generally the party whose benefit is chiefly in view. Article 954 accordingly does away with this liability, and so far maintains the integrity of the substitution.

Another presumption tending to annul, if not a contract, at least the written expression of a man's intentions respecting his property, was that in virtue of which legacies were deemed to be revoked when, subsequently to the will, enmity, to certain degrees, had sprung up between the testator and the legatee. This is another of those presumptions which have ceased to be well founded. The correct inference at the present day would be, that if the enmity had the effect of changing the testator's intentions it would also cause him to revoke the legacy in an