

articles correspond with the articles in the Code Napoleon, under the same title—except that articles 1702 and 1703 of that code have been joined in article 1, and no article has been adopted answering to 1706, which relates to lesion.

Art. 1. Article 1 defines the contract.

Arts. 2, 3. Articles 2 and 3 provide rules for cases to which the rules

of the contract of sale cannot apply, and article 4 declares the general application of the rules of that contract to the contract of exchange.

TITLE OF LEASE AND HIRE.

Barrett's
translation of
the Code Na-
poleon, title S.
C. L. title 9.

The designation of this title by the two words LEASE and HIRE is adopted because the word lease alone does not include the whole signification of the word *Louage* in the French, and *Locatio* in the Roman law, or at least is not of common application to all the divisions of the contract which are covered by the French or Latin word. Reference to the translations of the Code Napoleon and to the English text of the code of Louisiana shew that some additional word is necessary to designate the contract when it has for its object personal labor, or work to be performed, and the word hire has accordingly been used.

The classification of the subjects of the title divides it into four chapters; of which the first contains provisions of a general character; the second treats of the lease of things; the third of the lease or hire of work; and the fourth disposes, in a few articles, of the contract of letting out cattle on shares, known in the language of our law as *Bail à Cheptel*.

Chap. 1. Ge-
neral provi-
sions.

The articles of this chapter are five in number: the first three correspond in meaning with 1708, 1709, 1710, C. N.; the specification contained in article 1711 of the Code Napoleon is not adopted by the Commissioners, and no provision is necessary with us similar to that found in article 1712.

Art. 1.

Article 1 does not follow the form of expression of article 1708, C. N., which is inaccurate, inasmuch as there are not two kinds of lease, one of things and the other of work, but the contract of lease may have either of these, or both of them together, as its object.

Arts. 2, 3, 4, 4a.

Of the remaining articles of the chapter, 2, 3, 4, 4a, article 3 only requires remark. In this article the proper application of the terms lessee and lessor of work is declared. It is necessary to do this in order to avoid the uncertainty and consequent perplexity which arises from the use of the term lessor, *locateur*, *locator*, sometimes as indicating the person who does the work, and at other times the person for whom it is done, and who is always in truth the lessee, *locataire*—There is a good deal of discussion among the authors upon the double application of the words, which dates back as far as the Roman law, but the Commissioners think there can be no hesitation, after an examination of the modern books, in adopting the solution of the difficulty presented by the article.

Chap. 2. Of
the lease and
hire of things.

The arrangement and classification of the articles of this title differ a good deal from those followed in the Code Napoleon, more especially in the second chapter, which treats of the lease or hire of things. By the Code Napoleon that chapter is divided into three sections—1st, rules common to the lease of houses and of farms—2nd, rules particular to the lease of houses—and 3rd, rules particular to the lease of farms. But this classification does not cover the whole subject; it omits entirely the lease of moveables and incorporeal things, and moreover it is far from being observed in the arrangement of the articles; as one instance of this, among many, the articles 1753, 1754, 1755, 1760, ranged under the rubric of section 2, are equally applicable under that of section 3.