

TITLE "OF OBLIGATIONS."

GENERAL PROVISIONS.

THE general provisions are contained in the two following articles :

"1. It is essential to an Obligation that it should have a cause from which it arises, persons between whom it exists, and an object."

"2. Obligations arise from contracts, quasi-contracts, offences, quasi-offences, and from *the operation of* the law solely."

The words italicized in Art. 2 may be omitted. They are not found in Pothier, nor in the French version of this article.

CHAPTER I.

OF CONTRACTS.

SECTION I.—*Of the Requisites to the validity of Contracts:*

"3. There are four requisites to the validity of a Contract :

"Parties legally capable of contracting.

"Their consent legally given.

"Something which forms the object of the Contract.

"A lawful cause or consideration."

These requisites might be more concisely, and with equal clearness stated thus: "Parties capable of contracting; their consent; an object; a lawful consideration." The words omitted are clearly superfluous.

The word "legally" may also be omitted in the first paragraph of Art.

5. "Those *legally* incapable of contracting," &c.

SECTION II.—*Of the causes of nullity in contracts..*

The *rédaction* of this section, particularly of the paragraph "Of violence and fear" is not happy. Articles 11 and 12 are passed for the moment. The Commissioners, finding that "Fear" is by the Roman law declared to be a cause for annulling contracts, have added it to "violence," which is given by Pothier and the French Code. It is manifest that this addition is of no value, and only tends to create confusion of ideas. It is *violence creat-*