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ON THE STRUCTURE OF A CIVIL CODE

ALAIN LEVASSEUR*

INTRODUCTION

The civil code has always been for the civil lawyer one of those rich fertile fields in which one can, with some intelligence, reflection and shrewdness, harvest the fruits of one's creative efforts. Harvests seem to be endless: they appear more and more beautiful and elaborate, so much so that the instrument one handles, the tool that helps to engender so many highly sophisticated intellectual works, is relegated to the background. We should like here to lean for a little while on this instrument, on its outlook or its shape, on its formal structure, rather than on its intellectual content. We thereby hope to honor the memory of our deeply revered professor and prominent colleague, Clarence J. Morrow, whose skill, dexterity and perfect knowledge of the Louisiana Civil Code had always been a subject of wonder and admiration on the part of his students and fellow scholars.

SCOPE OF A CODE

Just as there are certain guidelines to which an architect must adhere when drawing his master plans, so too, the structural organization of a code is not left to hazard. It was necessary at the outset to limit its scope so that it would not infringe upon legal questions that do not belong to its essence, whether it be a civil, criminal, or commercial code. Therefore, the drafters of the "civil code" first had to agree on what they meant by "civil code." Once this agreement was reached, all the substance of what was to become the civil code had to be organized following a plan that would lend itself to flexibility—one offering many alternatives. A choice having been made as to which alternative was the best, it remained to classify, within the plan previously adopted, the articles which would reproduce the whole substance of the "civil" code.

To a common law lawyer, and may I venture to say to a great many civil law lawyers, the meaning of the word "civil" is either unknown or unclear. Let us not blame them since a precise and indisputable definition of the word would be impossible to give in view of the fact that the meaning of the word has varied greatly in the history of law. In Roman law, "civil" law was opposed to "natural" law, or, in other words, the civil law was the positive

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law, the law enacted by the people and even more precisely, by the people of one city. The most acceptable sense of the word is indicated by Gaius when he writes "The law that each people has given to itself . . . is its own and is called 'civil law,' that is to say the law proper to the city."¹ In this sense therefore, "the civil law of the Romans is the compendium of all the laws of their city."² There is no doubt that in our civil law systems of today the meaning of the word "civil" has undergone a considerable limitation, since it refers only to that part of the law that governs the relations of men with one another. This limitation of the scope of the word finds its explanation in the history of Rome, the fall of the Roman Empire, and the second revival of Roman law in Europe in the late sixteenth century.

Of the Roman laws which became the written reason of Europe, only those laws dealing with family, successions and contracts were selected. All that was concerned with the government, the police, administration and the military had become too foreign to what then existed to be adopted. The habit developed of giving the name of civil law exclusively to that part of Roman law that governed the personal interests of the citizens. As a consequence the words "civil law" no longer had so extensive a meaning as they had in the past. Thus there resulted in our modern days this division between different codes of the different kinds of laws according to the various things they deal with.³

It is this last meaning of the word "civil" that prevailed in the days when the French Civil Code, and later the Louisiana Civil Code, were drafted. The scope of the civil code was thus limited to those matters having to do with the relations between men. Yet these matters were so numerous as to impose the necessity of organizing them into a coherent frame. In their search for such a frame, the drafters of the code could rely heavily on the teachings and experience of the past before they decided on one alternative or another.

TEACHINGS AND EXPERIENCE OF THE PAST

How many Louisiana lawyers have asked themselves the question: why three books in the civil code? Nothing, *a priori*, seems to justify such a distribution, and it is well known that when the

¹ Gaius Institutes 1.1.1:

Quod quisque populus ipse sibi jus constituit, id ipsius proprium est vocaturque jus civile, quasi jus proprium civitatis.

(Author's translation.) The word "civil" has its origin in the Latin words *civis* (citizen) and *civitas, civitatis* (city).

² 6 P. Fenet, *Recueil Complet des Travaux Préparatoires sur le Code Civil* 68 (1827) (author's translation) [hereinafter cited as Fenet].

³ J. Portalis, *Discours, Rapports et Travaux Inédits sur le Code Civil* 86 (F. Portalis ed. 1844) (author's translation).

four drafters of the *Code Civil*⁴ started working on their code, there had been no previous discussion as to the division of the code into three books. There is no doubt that the weight of Roman law forced the hazard of the choice, if hazard there was. In fact, the plan can be traced back to Gaius and his Institutes.

The plan of these Institutes is built around three titles, and all the rules of civil law are gathered under them. "*Omne autem jus quo utimur vel ad personas pertinet, vel ad res, vel ad actiones.*"⁵ Thus, according to Gaius, all the law that we use belongs either to persons or to things or to actions. There seems to be no earlier legal work with such a division into three parts, and one can think that Gaius fathered it and that Justinian simply borrowed it.⁶ However, until the end of the sixteenth century, the plan of Justinian's Institutes had very little influence, and Domat ignored it completely in his famous treatise.⁷ In Domat's opinion, the most natural division is that which consists in distinguishing the legal ties that men create in their everyday lives from those they inherit from their fathers by succession. This division by Domat illustrates a collective approach to private law, whereas the essence of the latter is to be individualistic, and for that reason, it is believed that Domat's classification has had no influence at all on jurists. Among the other works which were written from the time of the second revival of Roman law until the late 1870's⁸ and which show a strong influence on the plan of the Institutes, we must mention Pothier's treatise⁹ of 1670, which reproduced the division between persons, things and actions, and Bourjon's work¹⁰ of 1747.

ORGANIZATION OF A CODE

One could say that there is no book, either in the Louisiana Civil Code or in the *Code Civil*, on the matter of actions, but rather

⁴ See Levasseur, *Code Napoléon or Code Portalis?*, 43 Tul. L. Rev. 762-66 (1969).

⁵ Gaius Institutes 1.2.8. See also Justinian Institutes 1.2.12; Digest 1.5.1; De Jure Naturale 1.2.

⁶ R. Lee, *The Elements of Roman Law* 38 (1944):

The first Book will tell us what are the principal classes of persons known to Roman Law. This is the Law relating to Persons. The next section, comprising in Gaius Books II and III and in Justinian Books II and III and Titles I to V of Book IV, will deal with the substance of the Law. This is the Law relating to Things. The last section, comprising in Gaius the whole and in Justinian the remainder of Book IV, is concerned principally with procedure. This is the Law relating to Actions.

⁷ J. Domat, *Les Lois Civiles dans Leur Ordre Naturel* (1694).

⁸ See Hauriou, *Note sur l'Influence Exercée par les Institutes en Matière de Classification du Droit*, 7 Rev. Crit. de Leg. et de Jur. 373 (1887).

⁹ R. Pothier, *Introduction à la Coutume d'Orléans* (1670).

¹⁰ F. Bourjon, *Le Droit Commun de la France et la Coutume de Paris Réduite en Principes* (1747). Bourjon adopted the general classification of the Institutes, but devoted one book to the law of persons, four books to the law of things, and one book to the law of actions.

a third book on the modes of acquiring the ownership of things. There lies, indeed, a very important difference between our modern works and those of Gaius and Justinian. One half of what was encompassed in the third book of the Institutes has been transferred, in our codes, to the book on "persons" and the other half has been included in the Code of Civil Procedure. In the law of the Institutes, obligations were inserted between "things" and "actions" and belonged to both categories.¹¹ It was so because at Roman law obligations were considered not as a mode of acquiring ownership, but simply as a preliminary step towards acquisition, which was completed only by *traditio* or actual transfer of the thing. This has changed since the courts and tribunals of the Ancien Régime which effected a drastic change in the consequences of the obligation "to give" by holding it to be sufficient of its own accord to achieve the transfer and acquisition of ownership. Such is the meaning of Louisiana Civil Code article 870,¹² the first article of Book III, and a title by itself (which stresses the importance of its provision), and article 1907,¹³ which points out the difference from the law of the Institutes. Obligations, therefore, had to be separated from *res* and *actiones* to become part of a new third book, due to take the place of the then disrupted book on "actions." This tripartite division was adopted by the drafters of the French Code as a natural heritage of a juridical tradition. Maleville¹⁴ tells us that such a division was agreed upon without any adverse opinion, although he admits that it is far from being the best.¹⁵ This division into three parts was thus not rested upon fully convincing justifications.

Subsidiary to the main question of tripartite division is that of setting in order the topics of the three books. Why have "persons" been placed before "things," and why have the latter been placed

¹¹ Compare Justinian Institutes 2.2.2, where obligations are made part of *res incorporales*, with Digest 44.7 and Code 4.10, where obligations are made part of *actiones*.

¹² La. Civil Code art. 870 (1870) :

The ownership of things or property is acquired by inheritance either legal or testamentary, by the effect of obligations, and by the operation of law.

¹³ La. Civil Code art. 1907 (1870) :

The obligation of giving includes that of delivering the thing, and of keeping it safe, until the delivery of it; the person who contracts to give being liable, on failure, to pay damages to the person with whom he has contracted.

¹⁴ Jacques de Maleville, one of the four drafters of the *Code Civil*, was also secretary to the drafting commission.

¹⁵ 1 J. de Maleville, *Analyse Raisonnée de la Discussion du Code Civil au Conseil d'État* (3d ed. 1822). Maleville points out the want of balance between the three books of the *Code Civil*: first book, 515 articles; second book, 195 articles; third book, 1511 articles. An even more obvious want of balance exists in the Louisiana Civil Code: first book, 424 articles; second book, 409 articles; third book, 2700 articles.

before the modes of acquiring them? Such an order is often taken for granted and does not appeal to the curiosity of the reader. There is, however, a logic and an explanation behind this taken-for-granted presentation. There would not be any law in the absence of a human being to create it, a human being to benefit from it or to suffer under it. Natural sense and logic command that persons be considered before the things they will own, or benefit from, or suffer from. And things should be dealt with before the modes of acquiring them—establishing the kind of legal ties men can create with things requires that the latter be defined first. Lastly, things becoming the objects of transactions between men, the third book should logically define these various transactions and enumerate the rights they generate.¹⁶

This problem of organizing the code, putting it into order, was the least difficult that the drafters of the civil code had to face in their immense work. In fact, this was done as the last matter and did not raise many difficulties. The hard core of the work was the actual writing of the articles themselves. There, indeed, lay the mammoth work. "A code is not the arbitrary and spontaneous product of a legislative thought in the process of enacting. A code sums up in its provisions the results achieved by the labor of reason in the past centuries."¹⁷ The redactors of codes "adopt what has been given to us by the general legal culture. But not everything can be adopted, adapted to the needs of the State that expects this 'important codification.' It is necessary to create many new legal rules: codification cannot be a compilation."¹⁸ Codification is an art that obeys some stringent rules.

These rules concern the methods of expression, taken in a large sense, and the intellectual mechanism that permits one to find his way through the code. As regards the methods of expression, many remarks of more or less deep implication could be made, but we shall limit ourselves to the style of the articles, their various grammatical natures, and the institutions of the civil code.

THE ARTICLES: THEIR STYLE AND NATURE

One cannot but be struck by the bluntness, rigidity, abstractness and coldness of the style of the code articles, but this is by no means peculiar to only the French and Louisiana Civil Codes. A look at the German or Swiss Civil Codes is enough to convince us that such a style is proper to any civil code. Bonaparte, however,

¹⁶ An interesting analysis of the order of the *Code Civil* can be found in M. de Chassat, *Traité de l'Interprétation des Lois* (1822).

¹⁷ I T. Huc, *Commentaire Théorique et Pratique du Code Civil* 37 (1892) (author's translation).

¹⁸ Golab, *Théorie et Technique de la Codification*, in *Studi Filosofico-Giuridici Dedicati a Giorgio del Vecchio* 296 (author's translation).

was utterly critical of this style: "The vice of our modern legislations is that they do not speak to imagination. Man can be governed only by imagination; without it, man is a brute. It is a mistake to govern men like things; it is by speaking to man's soul that he can be thrilled. . . ."¹⁹ Despite the truth that one can find in this statement, the technicians who wrote the code articles wanted to appeal neither to man's imagination nor to his feelings. They were convinced of the impossibility of parrying technicality for the reason that there is a language of the laws which warrants its adaptability and pliability. "The law (*la loi*), which has neither eyes nor ears, should be able to be modified where equity requires it, following the circumstances and the inconveniences it creates in particular cases."²⁰ The history of the broadening of article 1372 of the *Code Civil* and article 2295 of the Louisiana Civil Code is highly illustrative of this necessity. How much more could be said of article 1384 of the *Code Civil* and articles 2317-2318 of the Louisiana Civil Code?²¹ Thus, technicality of the language of the articles will ensure their stability, and therefore their prestige, because they are made of special words deprived of their common and popular meaning. The words are, in a sense, "juridicalized," taken out of the real and the palpable to be shaped into an abstract concept. There lies the true originality, almost the mystery, of the code articles. The code articles that formulate definitions of legal concepts illustrate very well the style of the code.

Remembering the well-known warning of the Digest, that "*omnis definitio in jure periculosa*," the drafters of the *Code Civil* did their best to evade the difficult task of drafting too many definitions. This care was clearly stated by Portalis, speaking on behalf of his colleagues in the commission:

The general definitions for the most part include only vague and abstract expressions, whose meaning is often more difficult to determine than the meaning of the thing itself that is defined. . . . All that is definition, teaching, doctrine, belongs to the domain of science. All that is order, rule—properly so called—belongs to the domain of laws. . . .²²

The civil code has grown older, life has undergone deep social and material changes, but together they have worked toward

¹⁹ Thibaudeau, *Mémoires sur le Consultat de 1799 à 1804 par un Ancien Conseiller d'État* 419-24 (author's translation).

²⁰ J. Portalis, *quoted in* 9 Fenet, *supra* note 2, at 33 (author's translation).

²¹ See Stone, *Tort Doctrine in Louisiana: The Concept of Fault*, 27 Tul. L. Rev. 1, 19 (1952); see also the following works of G. Theall: Comment, *Tort Law in Louisiana—The Supplementary Tort Articles 2317-2322*, 44 Tul. L. Rev. 119 (1969); 43 Tul. L. Rev. 907 (1969).

²² 6 Fenet, *supra* note 2, at 42 (author's translation).

changes in the courts' decisions, while still in agreement with the fixity of the words. The code has been written in such a way that it can be fashioned differently by contemporary judges administering justice in countries ruled by similar codes.

All the code articles do not have the same force, the same value. Broadly speaking, the grammatical nature of the articles leads to a two-fold division of the provisions of the code: imperative or positive provisions, and suppletory or declaratory provisions.²³ Imperative or positive provisions are those falling within the terms of article 2 of the Louisiana Civil Code.²⁴ Each is an illustration of the obligation the legislator had to face, *i.e.*, solve a conflict of interests. A choice had to be made, and no option or choice could be left to the parties. An obligation is often expressed by the use of verbs²⁵ such as "oblige,"²⁶ "must,"²⁷ or "to be bound to,"²⁸ or, more frequently, "to be."²⁹ It can also be expressed with an adjective or past participle such as "executed"³⁰ or "responsible for."³¹ Suppletory or declaratory provisions are so called because they leave to the parties the option to decide otherwise. But, in the event they omit to do so, the suppletory provisions are brought in to fill the gap, to "supplement" the will of the parties.³² In these cases, the legislator has considered the point to be of minor importance, because it was not endangering the established order. Some freedom could be left to the parties to create their own law within the limits determined by the suppletory provisions.

THE INSTITUTIONS

Within the broad field hedged by the imprecise contours of the captions of the books, the drafters of the code intended to fit a group of well-defined institutions linked together by the simple

²³ A third element could be added to this twofold classification to include what one might call "transitional provisions." In this category we would place articles such as La. Civil Code arts. 1995, 2668 (1870). Such articles do not add to the substance of the law, they neither order, permit, nor forbid; they simply make easier and more pleasant the reading of the Code. These articles have no equivalents in the *Code Civil*. This third element has been added at the suggestion of Mr. Gary Theall, whose cooperation and advice have been very helpful to me.

²⁴ La. Civil Code art. 2 (1870):

[Law] orders and permits and forbids, it announces rewards and punishments, its provisions generally relate not to solitary and singular cases, but to what passes in the ordinary course of affairs.

²⁵ The present and future tenses of the verbs given are often equivalent to an obligation. *See, e.g.*, La. Civil Code arts. 2509 (present), 203-205 (future).

²⁶ *E.g.*, La. Civil Code art. 2315 (1870).

²⁷ *E.g.*, La. Civil Code art. 2489 (1870).

²⁸ *E.g.*, La. Civil Code art. 645 (1870).

²⁹ *E.g.*, La. Civil Code art. 19 (1870).

³⁰ *E.g.*, La. Civil Code art. 5 (1870).

³¹ *E.g.*, La. Civil Code arts. 2316, 2317 (1870).

³² *E.g.*, La. Civil Code art. 2461 (1870).

thread of the necessity of a total organization. These institutions have been identified by one word or one short heading that corresponds to the captions of the different titles. Each single institution has been analyzed as a whole within the title of which it forms the substance (*e.g.*, Of Domicile, Of Absentees, Of Husband and Wife). The analysis of the institution leads to a listing of its elements either in chapters (whenever the title consists of one institution only) or in sections (whenever several institutions are grouped within one title, each institution subsequently becoming the caption of a chapter). The purpose of such systematic construction in the titles, chapters and sections was to create an intellectual mechanism that would inevitably and necessarily guide the lawyer toward an awareness of the existence of a fixed rapport between all the elements of each institution. The intended result is that, for example, whenever the word "sale" is mentioned, it brings to one's mind not only the definition of sale but also all the elements of "a sale," such as risk of the thing, or obligations of the parties. All these elements are necessary parts of a coherent and solidary whole, which is the institution. Such a "whole" could easily be compared to a chemical product that could not be achieved if any one of its components were missing. Furthermore, any extraneous element would spoil the product wanted, ruin it or result in something else. Thus, a judge or any interpreter of the law must necessarily distinguish between those elements required by the law and those that would be outside its scope. In a codified system of law, whatever is not explicitly laid down in the articles will of necessity lie in the domain of uncertainty and controversy. As an illustration of the truth of this statement, it is enough to recall that the *actio de in rem verso*, because it is not explicitly stated in the code, still divides the doctrine on its very existence, to say nothing of its elements.³³

INTERDEPENDENCE

Although we have insisted on the fact that each institution must be considered as a whole and each title as an entity, we are by no means saying that the code consists of a simple juxtaposition of institutions foreign to one another. It is there that the concept of "code" and the spirit that pervades it emerge to provide the intellectual mechanism that is like the framework of a building, the weakness of which would cause the building to fall. This mechanism consists mainly in the methods of reasoning (which we shall not expound here because the depth of the topic is incompatible

³³ Comment, *Actio De In Rem Verso in Louisiana: Minyard v. Curtis Products, Inc.*, 43 Tul. L. Rev. 263 (1969).

with the limits of this article³⁴) and, secondarily, in the notions of interdependence between the articles. This interdependence exists on two levels: between the code articles as such and between the articles that define an institution and those defining another institution.

The demonstration of the close interdependence between two or more consecutive articles need not be long to be convincing. Broadly speaking, a code article is composed of two elements. The first could be dubbed the "hypothesis;" the second would then be the "solution." For example, in article 57 the hypothesis is, "[w]hen a person shall not have appeared at the place of his domicile or habitual residence, and when such person shall not have been heard of, for five years. . . ." When such a situation exists, the solution is that "his presumptive heirs may. . . ."³⁵ In article 1893 the hypothesis laid down consists in "[a]n obligation without a cause, or with a false or unlawful cause," and the solution is that it "can have no effect."³⁶ Furthermore, an article may have as its hypothesis another article. For example, article 223 is the hypothesis of the solution given in article 224; article 1901 has article 1779 as its hypothesis.³⁷ These examples show that the rules of law cannot be separated one from the other, that they are linked and interwoven so as to support one another.

The second level of interdependence appears with the institutions contained in the code. A careful reading of the preparatory works for the French Civil Code will convince the reader that the drafters meant to organize the different institutions strictly and at the same time to reach a precise correspondence between the headings and the provisions they encompass.³⁸ However, the use of

³⁴ See, e.g., C. J. Morrow quoted in accompanying article by Judge Tate at 44 Tul. L. Rev. 675 (1970). [Ed.]

³⁵ La. Civil Code art. 57 (1870).

³⁶ La. Civil Code art. 1893 (1870).

³⁷ La. Civil Code art. 223 (1870):

Fathers and mothers shall have, during marriage, the enjoyment of the estate of their children until their majority or emancipation.

La. Civil Code art. 224 (1870):

The obligations resulting from this enjoyment shall be: 1. The same obligations to which usufructuaries are subjected; 2. To support, to maintain and to educate their children according to their situation in life.

La. Civil Code art. 1779 (1870):

Four requisites are necessary to the validity of a contract: 1. Parties legally capable of contracting. 2. Their consent legally given. 3. A certain object, which forms the matter of agreement. 4. A lawful purpose.

La. Civil Code art. 1901 (1870):

Agreements legally entered into have the effect of laws on those who have formed them.

They can not be revoked, unless by mutual consent of the parties, or for causes acknowledged by law.

They must be performed with good faith.

³⁸ See 13 Fenet, *supra* note 2, at 121, 145; 14 Fenet at 440.

these separate headings did not carry with it the partitioning of the institutions. They cannot be relied on so as to exclude one another or oppose one another. Article 219³⁹ of the Louisiana Code would suffice to support such a statement, but article 2438⁴⁰ also provides clear illustration of this interdependence between two institutions. But there is, in this case and in several others, another reason for this interdependence: it is the existence of a rapport between the "general" and the "particular." The contract of sale is but a particular kind of "conventional obligations." Some less conspicuous rapport exists in the code between institutions, and it can even happen that the "particular" precedes the "general." This may sound aberrant at first hand, but when one thinks about it, it simply testifies that the civil code is but "one law" with so many articles which had to be organized one way or another. One example is that of Titles II and III of Book III. Title II reads "Of Donations *Inter Vivos* and *Mortis Causa*;" article 1468 reads, "A donation *inter vivos* (between living persons) is an act by which the donor divests himself, at present and irrevocably, of the thing given, in favor of the donee who accepts it."⁴¹ Bringing this article together with article 1761⁴² of Title III will necessarily lead one to the conclusion that a donation *inter vivos* is a "particular" element of the general category of "conventional obligations." The reason is that donation *inter vivos* is also a "particular" item in another general category which is defined by article 1467 as being a "gratuitous transfer of property."⁴³ These examples are simple evidence of the fact that the heading should not be given a decisive legal authority, excluding any provision which pertains to another institution. The headings help the lawyer to find his way through the code, but the interpreter that he is should not be misled.⁴⁴ "One

³⁹ La. Civil Code art. 219 (1870):

The father and mother have a right to appoint tutors to their children, as is directed in the title: *Of Minors, of their Tutorship and Emancipation*.

⁴⁰ La. Civil Code art. 2438 (1870):

In all cases, where no special provision is made under the present title, the contract of sale is subjected to the general rules established under the title: *Of Conventional Obligations*.

⁴¹ La. Civil Code art. 1468 (1870), as amended, La. Acts 1871, No. 87.

⁴² La. Civil Code art. 1761 (1870):

A contract is an agreement, by which one person obligates himself to another, to give, to do or permit, or not to do something, expressed or implied by such agreement.

⁴³ La. Civil Code art. 1467 (1870).

⁴⁴ See N. Gisclair, Custom As a Formal Source of Law in Louisiana, May 5, 1969 (unpublished paper in Tulane Law Library), where the author states that "the fact that [custom] is placed under the general heading 'Of Law' does not of itself give it the force of law [citing La. R.S. 1:13 (1950), which provides that headings are given for purposes of convenience and do not constitute part of the law]." The same rule applies in French law. Ministère Public c. Guillemain (1821).

must admit that the provisions that each [heading] encompasses are mainly related to the subject defined by such heading. But, one must not forget that law is not a theoretical manual, that every legal provision must be considered in itself as well as in its relations with those that precede it or that follow it."⁴⁵

CONCLUSION

The civil code appears through these short remarks as the work of real architects. Quite understandably, its look and its shape have not attracted the jurists so much as has the substance of its provisions. Nevertheless, the drafters of the civil codes have proved themselves to be "legal" technicians to the point of paying the utmost attention to the problems of organization and composition of the articles. The civil code presents itself as an *a priori* impossible combination of two diametrically opposed trends: one is systematization, the other is parceling out. Indeed, any one of the code articles can be taken out with its number, which is like a name to identify and individualize it, to serve as the basis for a court's decision. An article will be the basis of a lawyer's brief and may be challenged by another article that will serve as the cornerstone of the opponent's brief. It will be up to the judge to gather the pieces together and reconcile the code articles in order to achieve the systematization that was the goal of the drafters of the code. The civil code is one and only one law; it is a whole built on "n" articles, each essential to the whole. "The civil code is a well ordered monument, whose design and outlooks have a meaning. Beyond this apparent arrangement, there exist implicit and changing coordinations, a deep life, hidden feelings and conceptions which are the true cement of the legal provisions."⁴⁶

⁴⁵ C. Brocher, *Étude sur les Principes Généraux de l'Interprétation des Lois et Spécialement du Code Napoléon 67 (1870)* (author's translation).

⁴⁶ J. Ray, *Essai sur la Structure Logique du Code Civil Français (1926)* (author's translation). This work was the main source of our documentation and we largely relied on it.