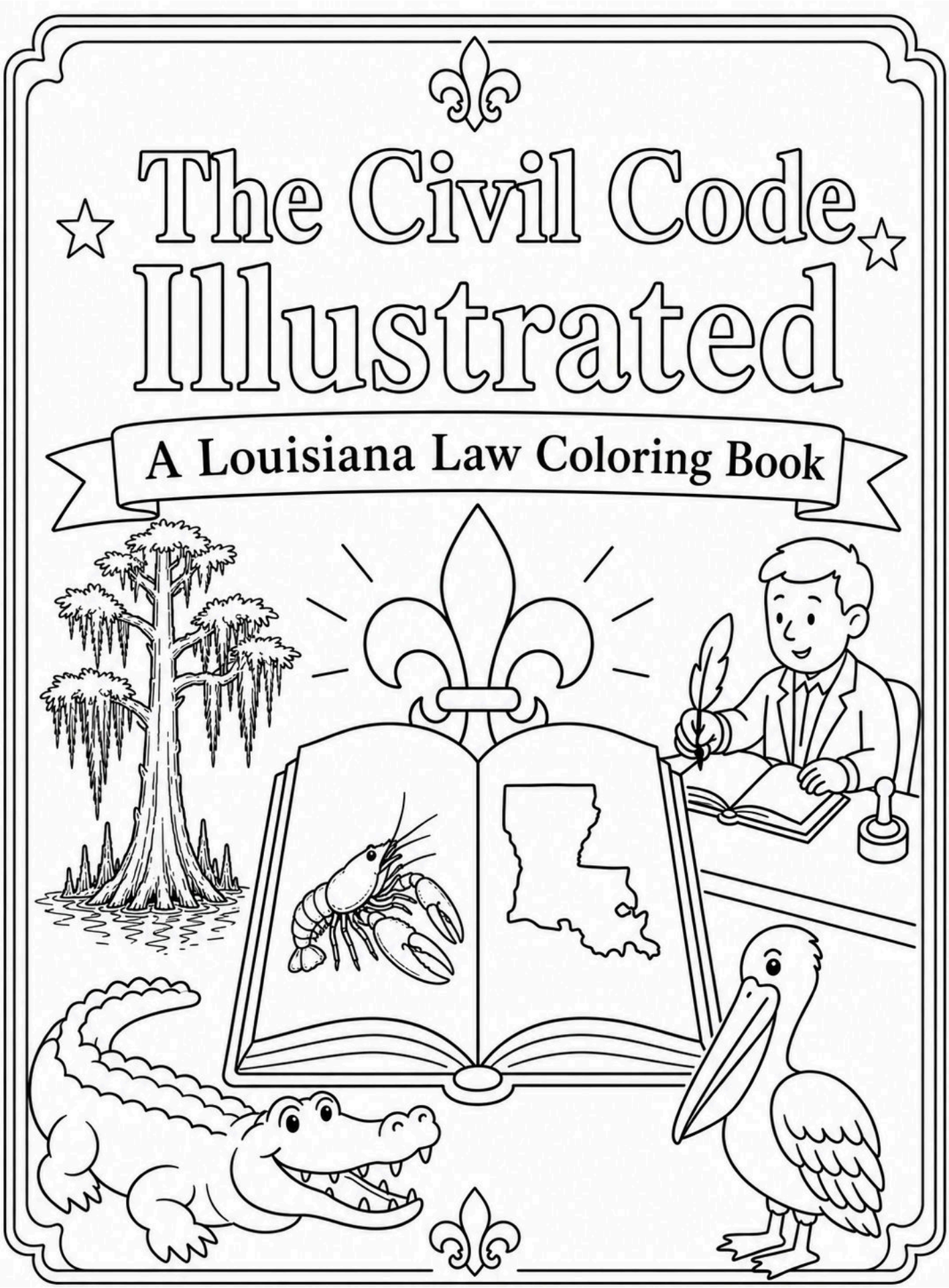
The Civil Code Illustrated
A Louisiana Law Coloring Book

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A Louisiana Civil Law Coloring Book

LOGICAL APPEALS, LLC

Credits & Fine Print

Text and Illustrations by Michael V. Ambrosia, JD, MBA.

This book is for education and delight, not legal advice. Nothing in it creates an attorney-client relationship, and no one should color a picture of a sinking ship and conclude they understand the law of successions. For that, consult a Louisiana lawyer — ideally one who has read past the captions.

For my mother and father, who made the path possible.

For Hillary, Aria, and Isabella, who are the cause behind everything.

Author’s Note

There is no good reason for this book to exist, which is exactly why it does.

Louisiana is the only state in the Union whose private law still carries a living civil-law inheritance. While forty-nine other states busied themselves with consideration and tangible property, we kept our usufructs, our forced heirs, our *commorientes* — talismanic words that sound like spells because, in a way, they are. They reached us through Rome, France, and Spain, and most Louisianans live their whole lives never learning that the law beneath their feet is genuinely strange and uniquely theirs.

I am a Louisiana lawyer. I spend my days inside these doctrines, and somewhere along the way I decided they were too good to keep from children. So here they are, drawn to be colored. The captions are written so a seven-year-old can follow the story; the smaller print is for whoever’s reading over their shoulder. Nobody is being talked down to. A child who can pronounce *tyrannosaurus* can certainly manage *stipulation pour autrui*.

Color carefully. The law is in the details.

How This Book Works

Each page is built in two layers, for two readers who may turn out to be the same person at different ages.

Each topic gets two facing pages. On one side is a picture to color and a single plain caption — the story, told so it lands whether you're seven or seventy. On the other side is the law itself: the Latin behind the idea, the Louisiana code article it comes from, a short commentary set down plainly for the grown-up reading along or the student cramming for an exam, and — where there is one — the case that put the rule to the test. Color the picture first. The fine print will keep.

It's written for the curious lawyer too, the one who suspects we've gotten something slightly wrong and wants to check. (We haven't. Probably.)

Most entries are anchored to a real case from Louisiana's own history, because the best way to understand a doctrine is to watch it decide something — a sinking ship, a contested will, a tree that started a lawsuit. The Latin and French terms are kept, not hidden. They are not decoration; they are the actual names of things, and you are allowed to know them.

And then there are the pictures, which are the entire point. Color them however you like. The law will not object; it has bigger concerns.

A practical note: print single-sided, on the heaviest paper your machine will tolerate, so your colors don't bleed through to the next doctrine.

A Word About the Code Itself

The law you are coloring is older than the country it belongs to. When you fill in a usufruct or a forced heir, you are working inside a way of thinking the Romans set down two thousand years ago, the Spanish and French carried across an ocean, and Louisiana decided to keep when the rest of the United States went another way.

Here is the short version. In the sixth century, the Roman emperor Justinian ordered his jurists to gather the whole sprawl of Roman law into one organized body, the *Corpus Juris Civilis* — the "body of civil law." Part of it was a student's textbook, the *Institutes*, and that textbook arranged everything into three great subjects: persons, things, and the ways one acquires things. Look at the table of contents of this book. Of Persons. Of Things. Of Obligations. Of Successions and Donations. That is the same skeleton, fifteen hundred years later, still holding the body up.

Rome's law was rediscovered in medieval Italy, studied, argued over, and eventually woven into the law of continental Europe. Spain rendered it into the great medieval code known as *Las Siete Partidas*. France carried its own version forward until, in 1804, Napoleon's jurists distilled it into the *Code Civil* — the famous Napoleonic Code. Both of these came to Louisiana the way most things did: by colony. The French governed here, then the Spanish, then the French again for a blink, and the law of each soaked into the ground and stayed.

When the United States bought Louisiana in 1803, it inherited a place that did not think about law the way the rest of the country did. So in 1808 the territory's jurists, chiefly Louis Moreau-Lislet, compiled the *Digest of the Civil Laws Now in Force in the Territory of Orleans* — drafted in French, drawing on Spanish sources and the new French code alike. It was imperfect; it never quite said whether the old Spanish and Roman law underneath it still applied. So in 1825 a fuller code was written to settle the question, and it has been revised, article by article, ever since. What you hold the descendant of is that code: Roman in its bones, Spanish and French in its blood, and Louisianian in every strange and stubborn particular.

This is why Louisiana is the only one of the fifty states whose private law is civil law rather than common law. Everywhere else, judges build the law case by case, looking backward to what other judges decided. Here, the Code comes first — a written, organized statement of principles — and the judge's job is to read it and apply it. The cases in this book matter, but they matter as illustrations of the Code, not as the source of it. The Code is the thing. The rest is coloring inside its lines.

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BOOK I

Of Persons

Putative Marriage

Latin putare, “to believe” — a marriage believed valid that is in fact null.

La. Civ. Code arts. 94, 96

CIVILIAN COMMENTARY

A putative marriage is one that is absolutely null but was contracted in good faith by at least one party. Louisiana spares the good-faith spouse the consequences of the nullity: the marriage produces its civil effects — community property, spousal rights, civil effects in favor of a child of the parties — in that party’s favor. Those effects endure until the party ceases to be in good faith or the marriage is declared null. The doctrine descends from the canon and Roman law and has no clean common-law equivalent; it protects the innocent from a defect they had no reason to know.

THE CASE

Succession of Burns, 2022-C-00263 (La. 12/9/22), 354 So. 3d 1197. The decedent’s purported divorce from his first wife had been invalid, leaving him at his death with one legal spouse and one good-faith putative spouse. The Louisiana Supreme Court held that the putative spouse, having married in good faith, owned an undivided one-half interest in the putative community; the decedent’s children inherited his half subject to her usufruct. The doctrine survives most cleanly where good faith — not legal validity — does its work.

Putative Marriage

Sometimes two people marry believing everything is in order, only to learn later that their marriage was never valid at all. The law does not punish the one who acted honestly. It lets the good-faith spouse keep the protections of marriage anyway — a wedding that wasn’t, treated as though it almost was.

Tutorship

Latin tutela, “protector/guardian” — care of the person and property of a minor.

La. Civ. Code arts. 246–250, 273; La. Code Civ. Proc. arts. 4261–4262

CIVILIAN COMMENTARY

A tutorship is the civilian regime for the care of a minor who is not under parental authority — covering both the minor’s person and the administration of their property. It arises by nature (the surviving parent), by will, by operation of law, or by judicial appointment, and it is supervised: an undertutor exists to watch the tutor, and the court oversees both. Its lineage runs through Roman *tutela*. The common law’s guardianship reaches similar ends but lacks the Code’s systematic structure of overlapping safeguards.

THE CASE

No iconic case — tutorship’s drama is quiet and administrative. Caption and commentary carry it.

Tutorship

A child is too young to run a household or handle money, so the law puts a grown-up in charge — a tutor — to look after the child and whatever the child owns. Most often the tutor is the surviving parent; if no parent can serve, a judge picks one. And because the civil law trusts no one entirely with a child, even the tutor is watched — by an undertutor.

Marital Portion

the “marital fourth” of Roman origin — support for a spouse left in necessitous circumstances.

La. Civ. Code arts. 2432–2437

CIVILIAN COMMENTARY

The marital portion is the claim of a surviving spouse left in necessitous circumstances against the succession of a spouse who died comparatively rich. Rooted in the Roman *quarta uxoria* — the “marital fourth” — it entitles the poorer survivor to a share of the decedent’s estate, its size varying with the presence of children and subject to a statutory cap. It is not an inheritance but a charge the law imposes for the survivor’s support. The institution reflects a civilian instinct: that marriage carries obligations the death of one spouse does not entirely extinguish.

THE CASE

Succession of Lichtentag, 363 So. 2d 706 (La. 1978). The Louisiana Supreme Court explained the marital portion as the surviving spouse's right to take out of the succession rather than to inherit through it — a distinction with consequences for the order of estate distribution. The opinion traces the doctrine through the Spanish *Las Siete Partidas* to its ultimate Roman ancestor, the *quarta uxoria*, and reaffirms its civilian character: a charge imposed for the survivor's support, not a legacy.

Marital Portion

When a husband or wife dies rich and leaves the other with almost nothing, the law steps in with an old kindness. It carves a portion out of the wealthy spouse’s estate for the poorer one, so that no widow or widower is left destitute beside a fortune. The Romans called it the marital fourth, and Louisiana keeps it still.

Community Property

French acquêts et conquêts — the default matrimonial regime of acquisitions during marriage.

La. Civ. Code arts. 2334, 2336, 2338, 2341, 2356

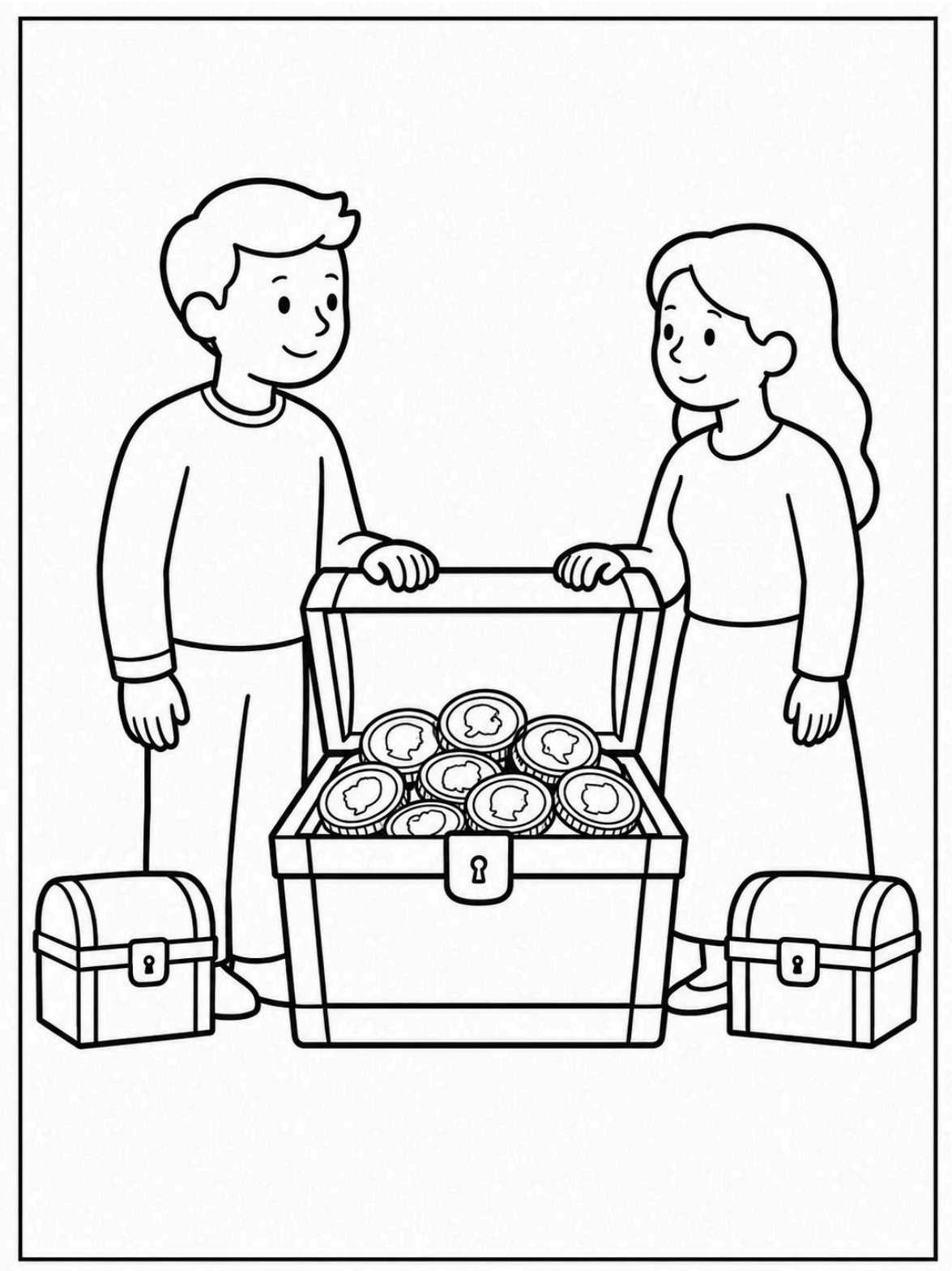
CIVILIAN COMMENTARY

Louisiana's default matrimonial regime is the community of *acquêts et conquêts* — acquisitions and gains. Property acquired during the marriage through the effort or fortune of either spouse is community, owned by the two in equal undivided shares; property owned before marriage or received by gift or inheritance remains separate. At dissolution by death or divorce, the community is partitioned equally. Descended from the Spanish and French regimes, it is the civilian ancestor of the community-property systems several other states later adopted.

THE CASE

T.L. James & Co. v. Montgomery, 332 So. 2d 834 (La. 1976). Retirement and profit-sharing rights earned by a spouse during the marriage were held to be community assets even though they were payable only later and on conditions. The case is a useful corrective to the "shared pot of coins" mental image: community property includes invisible, deferred, and contingent earnings, not just what is sitting in the chest today.

Community Property



In Louisiana, marriage quietly makes partners of two people’s earnings. Almost everything a husband or wife gains while married belongs to both of them equally, no matter whose name is on it. What each owned before, or received as a gift, stays their own — but the rest becomes a shared pot, split down the middle if the marriage ever ends.

BOOK II

Of Things

Corporeal vs. Incorporeal Things

Latin corpus, “body” — things with a body versus things (rights) that have none.

La. Civ. Code arts. 461, 470, 473

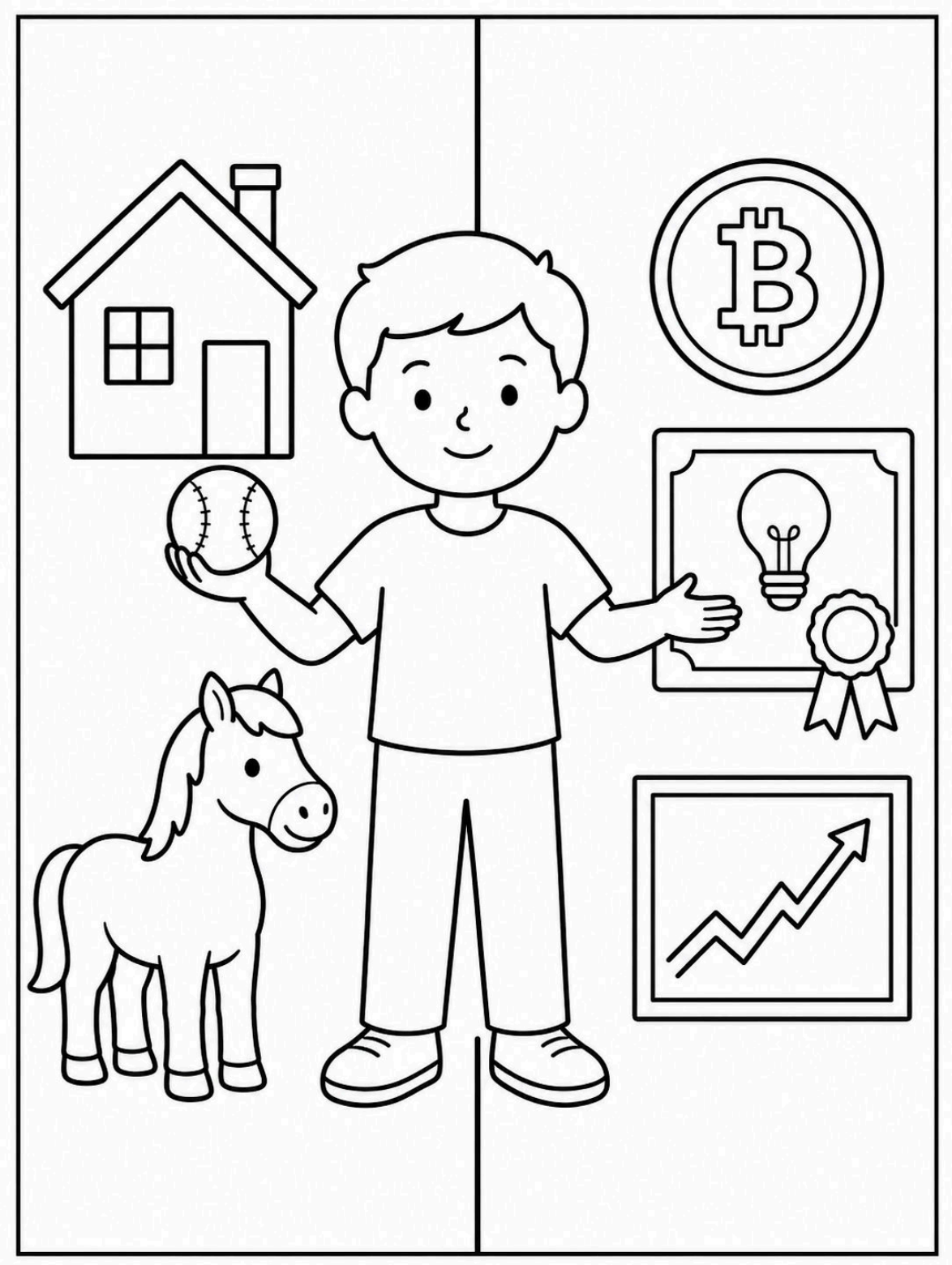
CIVILIAN COMMENTARY

The civil law sorts every “thing” into the corporeal — those with a body, perceptible to the senses — and the incorporeal: rights, such as intellectual property, servitudes, and the right of inheritance. The distinction is foundational, governing how a thing is owned, transferred, and burdened. Common lawyers, who speak of tangible and intangible property instead, reach a similar place by a different road. In Louisiana the categories descend directly from the Roman *res corporales* and *res incorporales*.

THE CASE

No case needed — a foundational distinction. The caption carries it.

Corporeal vs. Incorporeal Things



Some things have a body you can touch: a ball, a house, a horse. Others are just as real but have no body at all — the right to walk across a neighbor's yard, the money someone owes you, the use of something you don't own. The law calls the first kind corporeal and the second incorporeal, and it takes both just as seriously.

Movables vs. Immovables

the civilian alternative to the common law's "personal" and "real" property.

La. Civ. Code arts. 462–475

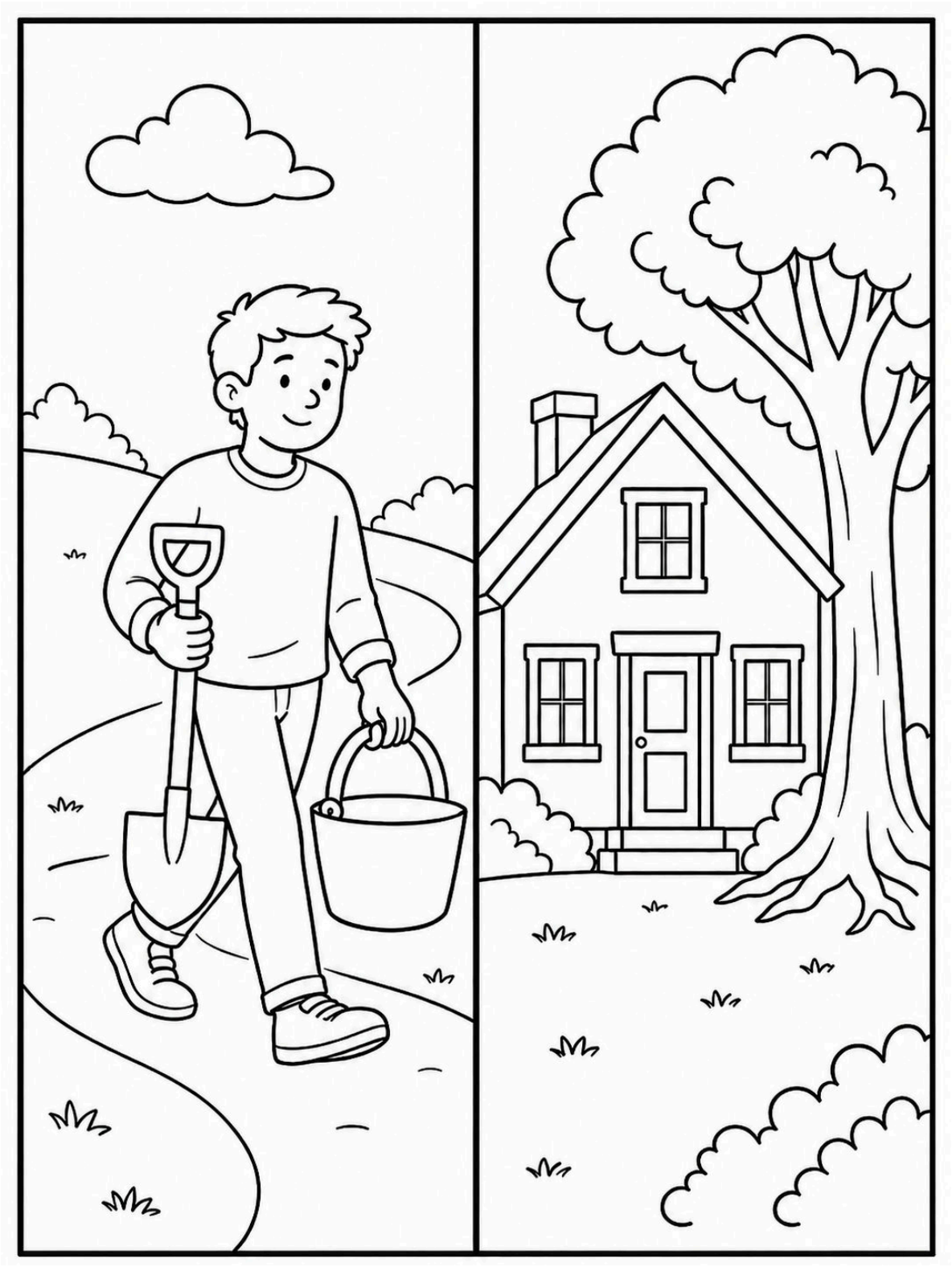
CIVILIAN COMMENTARY

Louisiana classifies things as movable or immovable rather than as real or personal property. Immovables include tracts of land, their component parts, and certain things the law deems attached to them; everything else is movable. The line matters because immovables carry their own rules for sale, mortgage, and prescription. The vocabulary is Roman and Continental, and it is one of the cleanest signs that you have crossed into civilian territory.

THE CASE

No case needed — foundational. The caption carries it.

Movables vs. Immovables



Can you pick it up and carry it away? Then the law calls it a movable — a chair, a coin, a cow. If it stays put because it is land, or a building, or a tree rooted in the ground, it is an immovable. Where other states say “real” and “personal,” Louisiana asks a plainer question: does it move?

Civil Fruits vs. Natural Fruits

Latin fructus — what a thing produces; natural (crops, offspring) versus civil (rents, interest).

La. Civ. Code art. 551

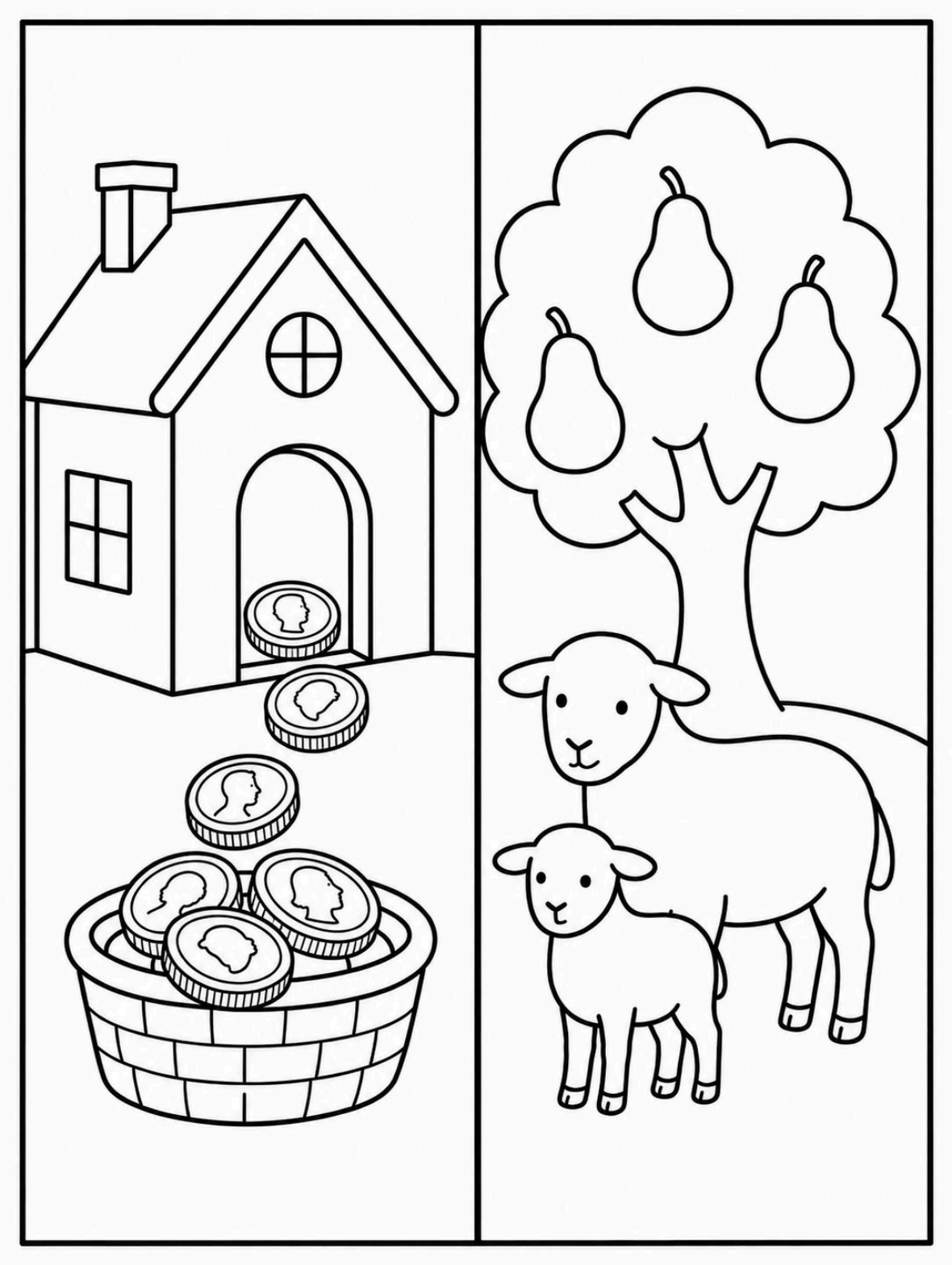
CIVILIAN COMMENTARY

Fruits are what a thing yields without diminishing its substance. Natural fruits are the products of the earth and the increase of animals; civil fruits are revenues yielded by operation of law or contract: rents, interest, and the like. Which is which determines who is entitled to them, a question that grows teeth in usufruct and in disputes between good faith and bad faith possessors. It is a distinctively civilian way of thinking about productivity: the thing works, and someone is owed the harvest.

THE CASE

No standalone case — the principle does its real work inside usufruct and possession (see those entries). Caption and commentary carry it.

Civil Fruits vs. Natural Fruits



A pear tree gives pears; a flock gives lambs. Those are natural fruits — things a thing makes on its own. But a rented house gives rent, and a loan gives interest: fruits the law counts even though no tree grew them. The civil law treats both as fruits, because both are what your property earns while you sleep.

Usufruct

Latin usus + fructus, “use and enjoyment” — the right to use another’s thing and take its fruits.

La. Civ. Code arts. 535, 539, 550–556, 567–568

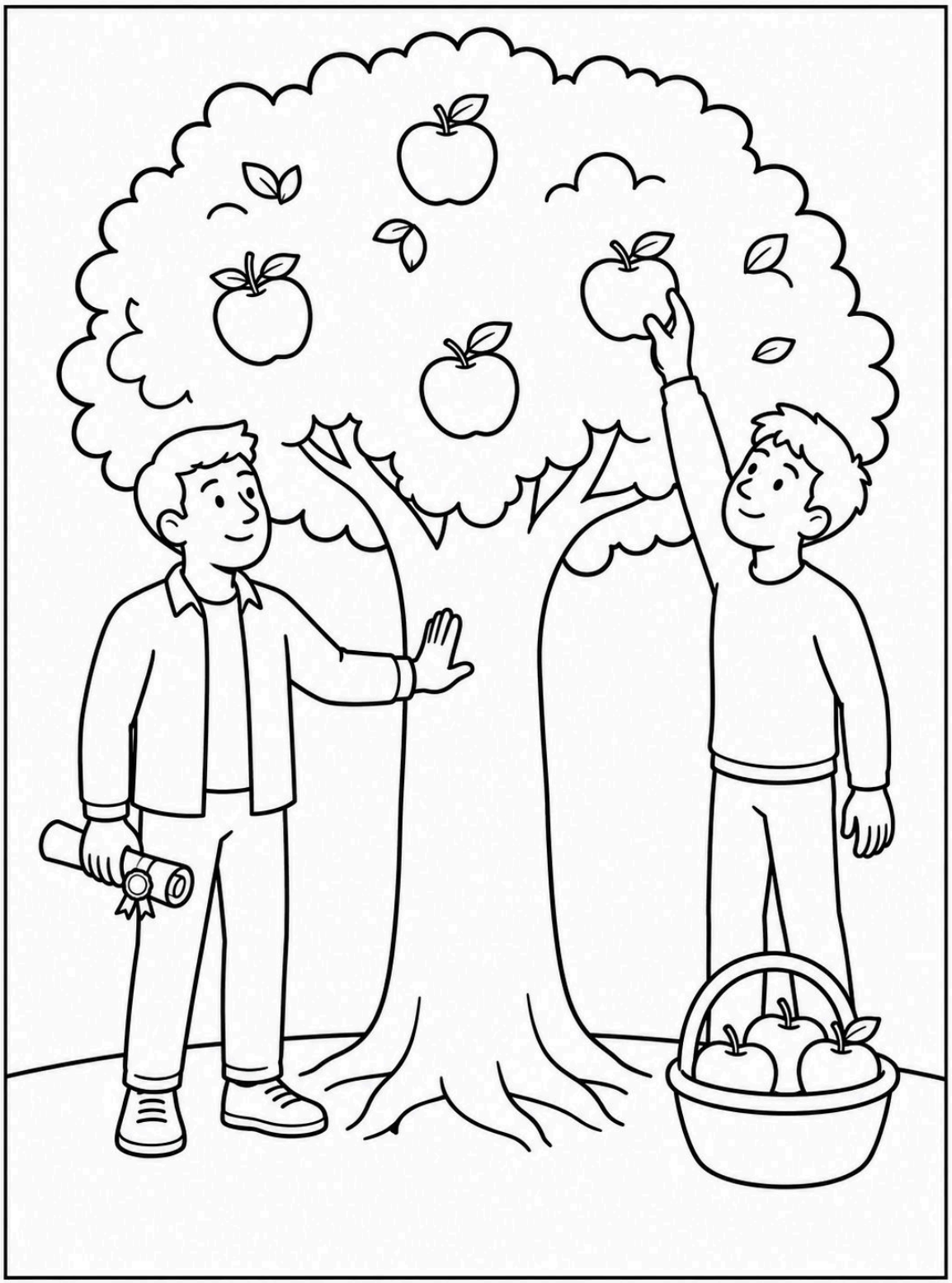
CIVILIAN COMMENTARY

A usufruct is a real right by which one may possess and use another’s thing and take its fruits, subject to the duty to preserve its substance and to limits on disposing of it. It most often arises at death: a surviving spouse may receive the usufruct of the community while the children hold the naked ownership. The usufructuary enjoys; the naked owner waits; and when the usufruct ends, full ownership consolidates in the naked owner without any new transfer. The institution is Roman to its core and has no exact common-law twin — the life estate is its nearest cousin, not its equal.

THE CASE

Kennedy v. Kennedy, 96-C-0732/0741 (La. 9/9/97), 699 So. 2d 351. A spouse holding usufruct over 143 acres of timberland clashed with the naked owner over how the timber could be managed. The Louisiana Supreme Court held that the usufructuary, bound to act as a prudent administrator, could not clear-cut previously unfarmed timber but could conduct periodic, selective cutting consistent with preserving the substance of the thing. Use enjoys; ownership must still be there when use ends.

Usufruct



Imagine a tree that belongs to one person, but every apple it grows belongs to another. The owner may not pick a single apple; the other may not chop down the tree. This strange and sensible arrangement is a usufruct — the right to use a thing and enjoy its fruits while someone else holds the bare ownership and waits.

Naked Ownership

Latin nuda proprietas — ownership stripped of use and enjoyment.

La. Civ. Code arts. 478, 607, 628

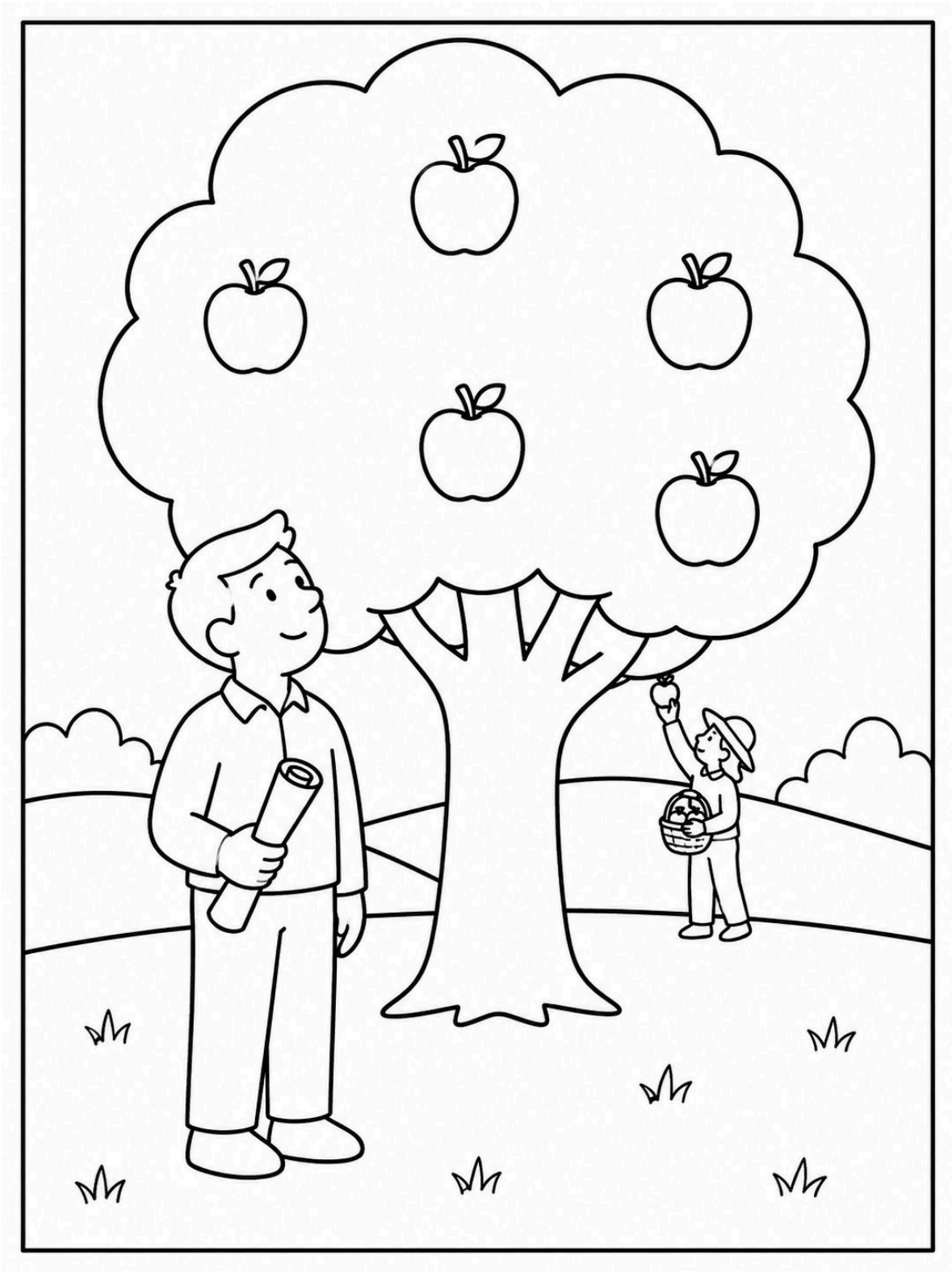
CIVILIAN COMMENTARY

Naked ownership is what remains of ownership once the usufruct is carved away: title without enjoyment. The naked owner may sell or mortgage the bare ownership but cannot disturb the usufructuary's use. When the usufruct terminates — typically at the usufructuary's death — the two halves reunite and the naked owner becomes full owner automatically, without new title. It is the quiet counterpart to usufruct, and the two are best understood as a single ownership divided in time.

THE CASE

Kennedy v. Kennedy, 96-C-0732/0741 (La. 9/9/97), 699 So. 2d 351 (see Entry 8). The naked owner's interest is what limits the usufructuary's reach. In *Kennedy*, the Court enforced that limit by forbidding the clear-cutting of timber the naked owner was waiting to receive whole — a thing the usufructuary could not destroy because it belonged, in the end, to someone else.

Naked Ownership



If someone else has the use of your tree and all of its fruit, what is left for you? The law says: ownership, plain and naked — the right to the thing itself, minus the enjoyment of it, for now. The naked owner is the patient one, owning everything and touching nothing, simply waiting for the day the use comes home.

Predial Servitudes

Latin praedium, “estate/land” — a charge on one estate (servient) for the benefit of another (dominant).

La. Civ. Code arts. 646, 650, 654, 741

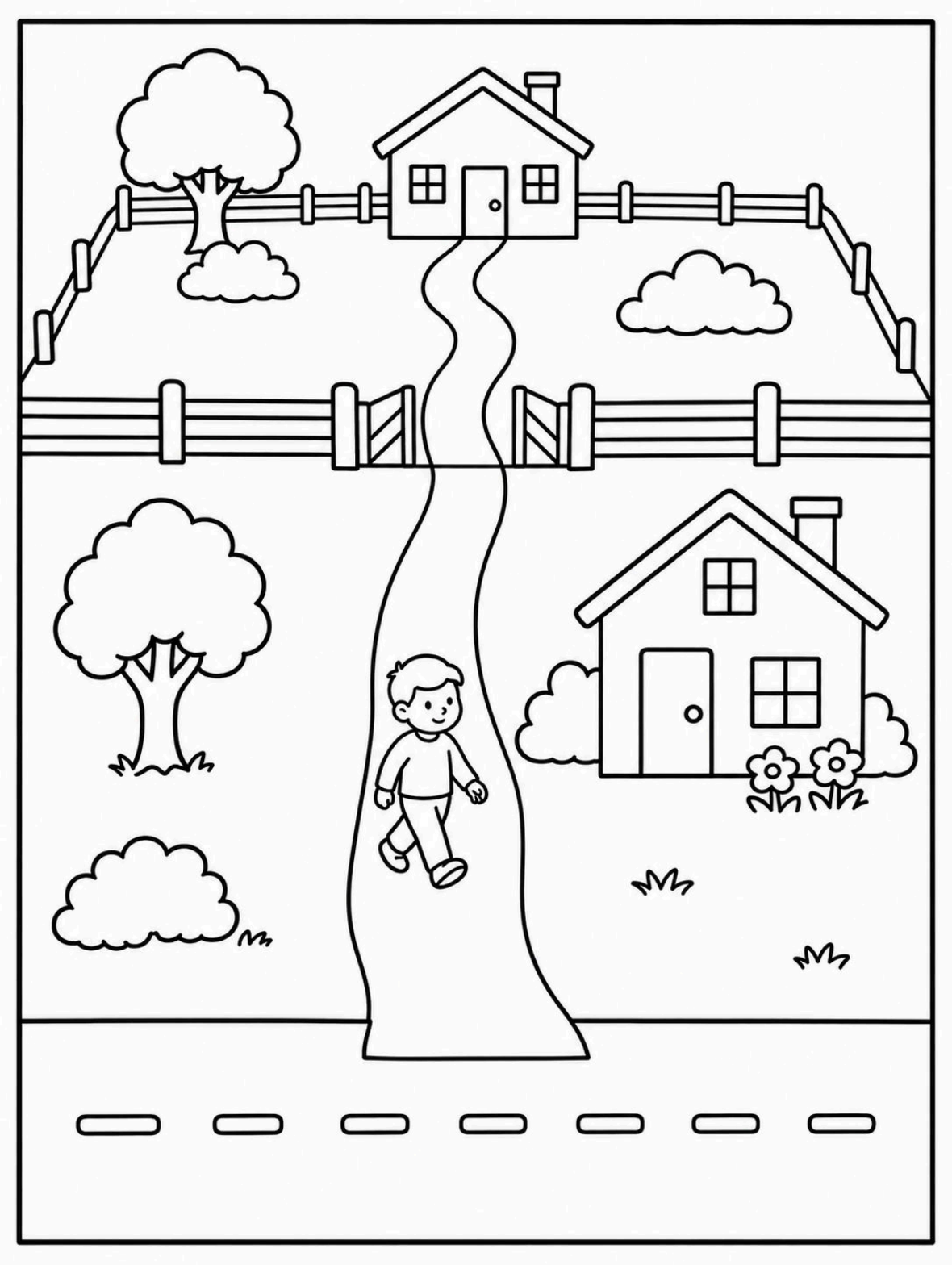
CIVILIAN COMMENTARY

A predial servitude is a charge on a servient estate for the benefit of a dominant estate — a right of passage, of drainage, of view, and the like. It attaches to the land rather than to its owner, and so it passes automatically with each estate when sold. Servitudes may arise by title, by destination of the owner, or by prescription. The civilian conception is older and more systematic than the common-law easement, though the two are close kin.

THE CASE

Phipps v. Schupp, 2009-C-2037 (La. 7/6/10), 45 So. 3d 593. When a common owner sold one of two adjacent parcels, a concrete driveway already crossed both — and the buyer of the rear parcel claimed a predial servitude of passage created by destination of the owner. The Louisiana Supreme Court explained that under Civil Code article 741, destination of the owner is a relationship a common owner establishes between two estates that would be a servitude if they belonged to different owners, and that an apparent servitude arises by destination once the estates pass to separate hands. Whether the driveway was a sufficient "exterior sign" of that intent, however, remained a genuine issue of material fact, so the Court vacated the summary judgment against the buyer and remanded. The case is a workmanlike modern treatment of destination of the owner — a mode of creation distinct from title and from prescription.

Predial Servitudes



One farm sits behind another, with no road to the world except across its neighbor’s field. So the law lays down an invisible right: a path that belongs to the land itself, not to any person, letting the back farm reach the road forever. That right is a predial servitude — a burden on one piece of ground for the benefit of another.

Accession (Alluvion)

Latin accedere, “to be added” — ownership extends to what unites with or is produced by your thing.

La. Civ. Code arts. 482, 499, 502

CIVILIAN COMMENTARY

Accession is the principle that the owner of a thing owns what unites with or is produced by it. Alluvion — the gradual, imperceptible deposit of soil by a running stream — accrues to the owner of the riparian estate. Its mirror image, dereliction, occurs when the water slowly recedes and lays bare new land; a sudden tearing-away, or avulsion, is treated differently. In a state defined by a great river, these rules have fixed more boundaries than any surveyor.

THE CASE

Morgan v. Livingston, 6 Mart. (O.S.) 19 (La. 1819). The Batture Controversy grew out of a dispute over the alluvial land of the New Orleans riverfront involving Edward Livingston — later Secretary of State to Andrew Jackson. In 1807, President Thomas Jefferson had a federal marshal forcibly dispossess Livingston from the batture, and Livingston responded with a separate federal suit against Jefferson — by then a former President — in 1810, which was dismissed on jurisdictional grounds. The ownership question itself was settled later in Morgan v. Livingston, where the Louisiana Supreme Court — by an opinion of Judge François-Xavier Martin — held that the owner of "rural" land fronting the Mississippi owned the alluvion the river silently added to it. The contested ground today lies beneath parts of the French Quarter and the Central Business District riverfront, including the Riverwalk, Canal Place, the Aquarium, Jax Brewery, and Harrah's. *See also Jones v. Hogue*, 241 La. 407, 129 So. 2d 194 (1960), for the modern rule that alluvion accruing in front of adjacent riparian owners is apportioned on a proportionate-frontage basis.

Accession (Alluvion)

Year after year, the Mississippi lays down a little mud along its bank, and a farmer’s field grows ever so slightly larger without anyone lifting a shovel. The law gives this new ground to the owner of the bank, free of charge. It is called alluvion — the river’s slow, silent gift, and one of the few times property arrives by doing nothing at all.

Possession (Bona Fide / Mala Fide)

Latin possidere — good-faith versus bad-faith possession; the consequences differ for fruits and for prescription.

La. Civ. Code arts. 486–487, 3421, 3475, 3480, 3486

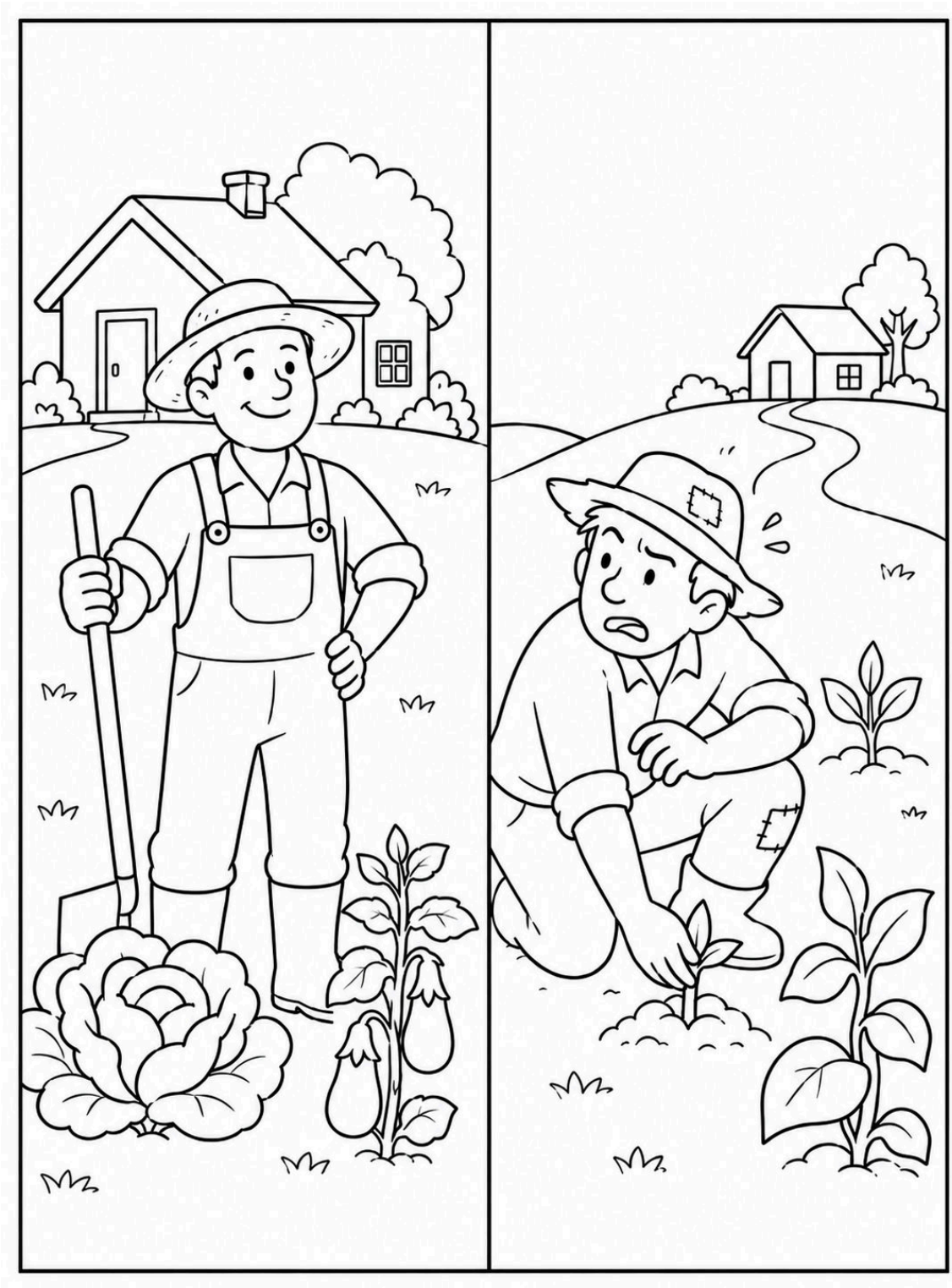
CIVILIAN COMMENTARY

Possession is the detention or enjoyment of a thing with the intent to own it, and the possessor's good or bad faith carries real consequences. A *bona fide* possessor — one who reasonably believes himself the owner — keeps the fruits and may acquire by the shorter ten-year prescription. A *mala fide* possessor must restore the fruits and faces the longer thirty-year period. Possession is also protected in its own right, independent of ownership, through the possessory action.

THE CASE

No single iconic case — possession's most consequential work happens inside acquisitive prescription (see Entry 13, Burton Industries). The good-faith / bad-faith contrast in the caption carries it on its own.

Possession (Bona Fide / Mala Fide)



Two people each work a patch of land that is not truly theirs. One honestly believes it is — a good-faith, or bona fide, possessor. The other knows better and farms it anyway, in bad faith. The law is kinder to the honest one: it lets the good-faith possessor keep the fruits already gathered and reach ownership sooner, because in the civil law your state of mind is part of what you possess.

Acquisitive Prescription

Roman usucapio — acquiring ownership through possession continued over time.

La. Civ. Code arts. 3446, 3473, 3475, 3476, 3486

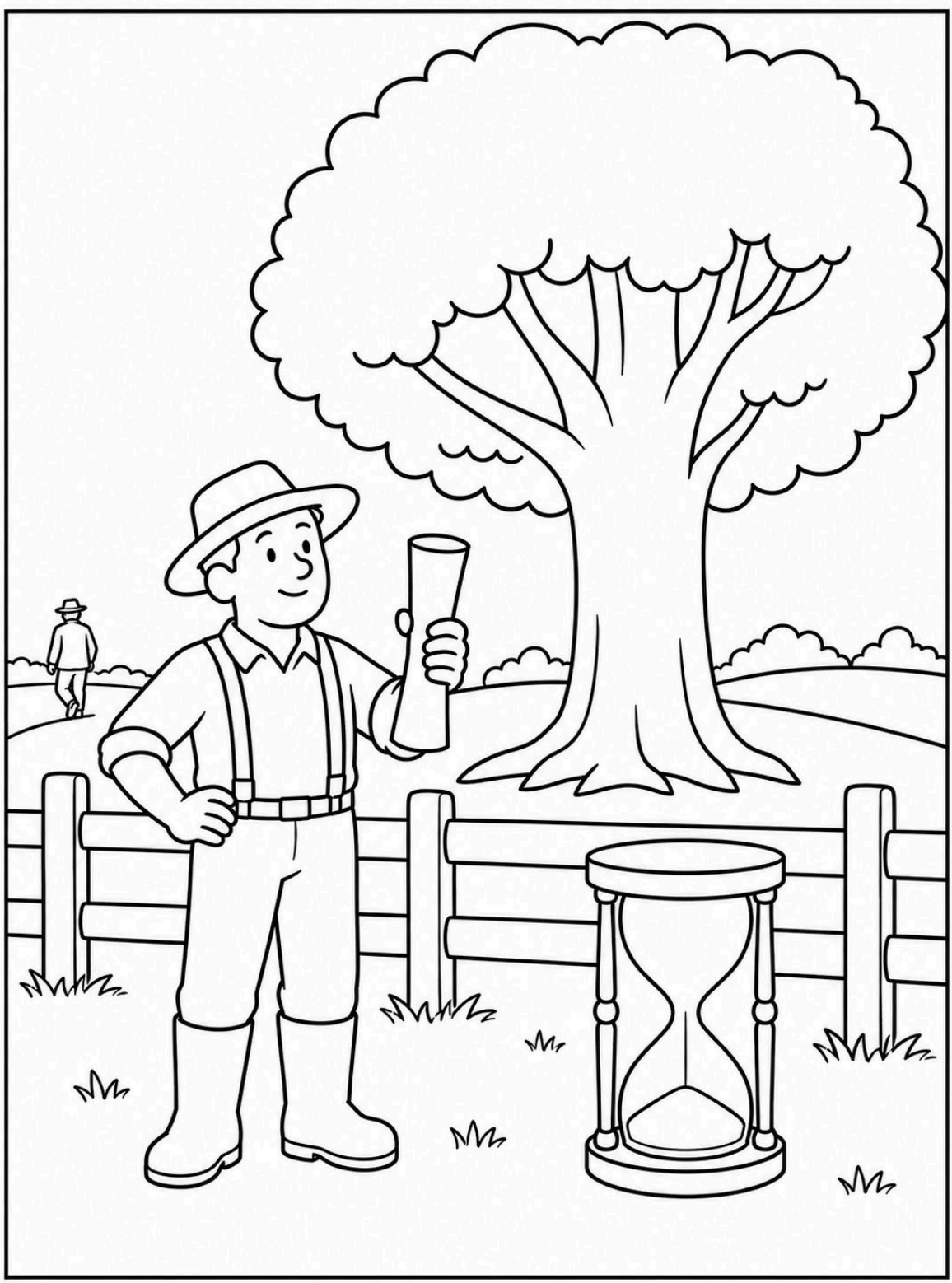
CIVILIAN COMMENTARY

Acquisitive prescription is the mode of acquiring ownership, or another real right, through possession continued for a period fixed by law. Good faith and just title shorten the period to ten years for immovables; without them, thirty years of possession will do. The possession must be continuous, uninterrupted, peaceable, public, and unequivocal. It is the civilian relative of adverse possession, embodying the law's preference for settled, productive use over dormant title.

THE CASE

William T. Burton Industries, Inc. v. Wellman, 343 So. 2d 996 (La. 1977). The Louisiana Supreme Court held that a possessor who held land openly and continuously to a physical boundary for thirty years acquired ownership of the property within that boundary, without need for title or good faith. The fence line in the illustration is doctrine in physical form: a boundary maintained long enough becomes, in the end, a true one.

Acquisitive Prescription



Possess a thing long enough — openly, and as if it were your own — and one day the law simply agrees that it is. For a good-faith possessor holding a deed, that day comes after ten years; for everyone else, after thirty. It is ownership earned by patience: the law preferring the person who actually used the land to the one who merely held the paper.

Liberative Prescription

the civilian counterpart to a statute of limitations — a claim extinguished by the passage of time.

La. Civ. Code arts. 3445, 3447, 3493.1, 3499

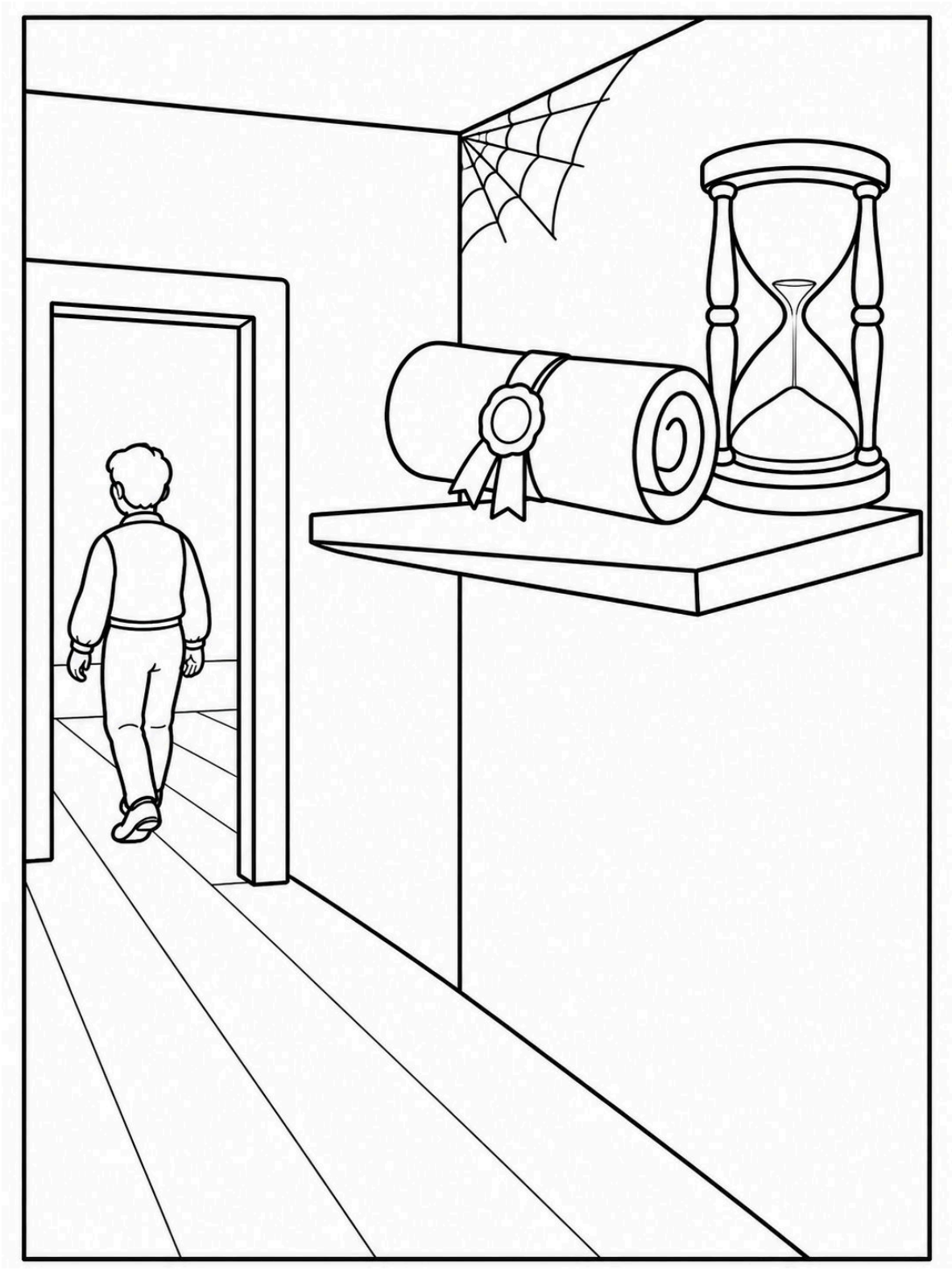
CIVILIAN COMMENTARY

Liberative prescription extinguishes a claim through inaction over a period set by law. Periods vary: two years for delictual actions (tort claims, raised from one year by a 2024 amendment that may apply only prospectively), ten years for most personal actions, and others fixed by statute. The policy is straightforward: stale claims should not be pursued, and defendants deserve repose. Note the symmetry the Code preserves — acquisitive prescription creates a right through possession; liberative prescription destroys one through silence.

THE CASE

No iconic case required — the symmetry with acquisitive prescription is the point. The caption and commentary carry it.

Liberative Prescription



If someone owes you something and you wait too long to collect, the law eventually stops letting you sue. The debt may still exist morally, but the courts will no longer enforce it. This is liberative prescription — the mirror image of its cousin: where one builds a right through time, this one lets a right die of neglect.

BOOK III

Of Obligations

Stipulation Pour Autrui

French, “stipulation for another” — a third-party-beneficiary contract.

La. Civ. Code arts. 1978–1982

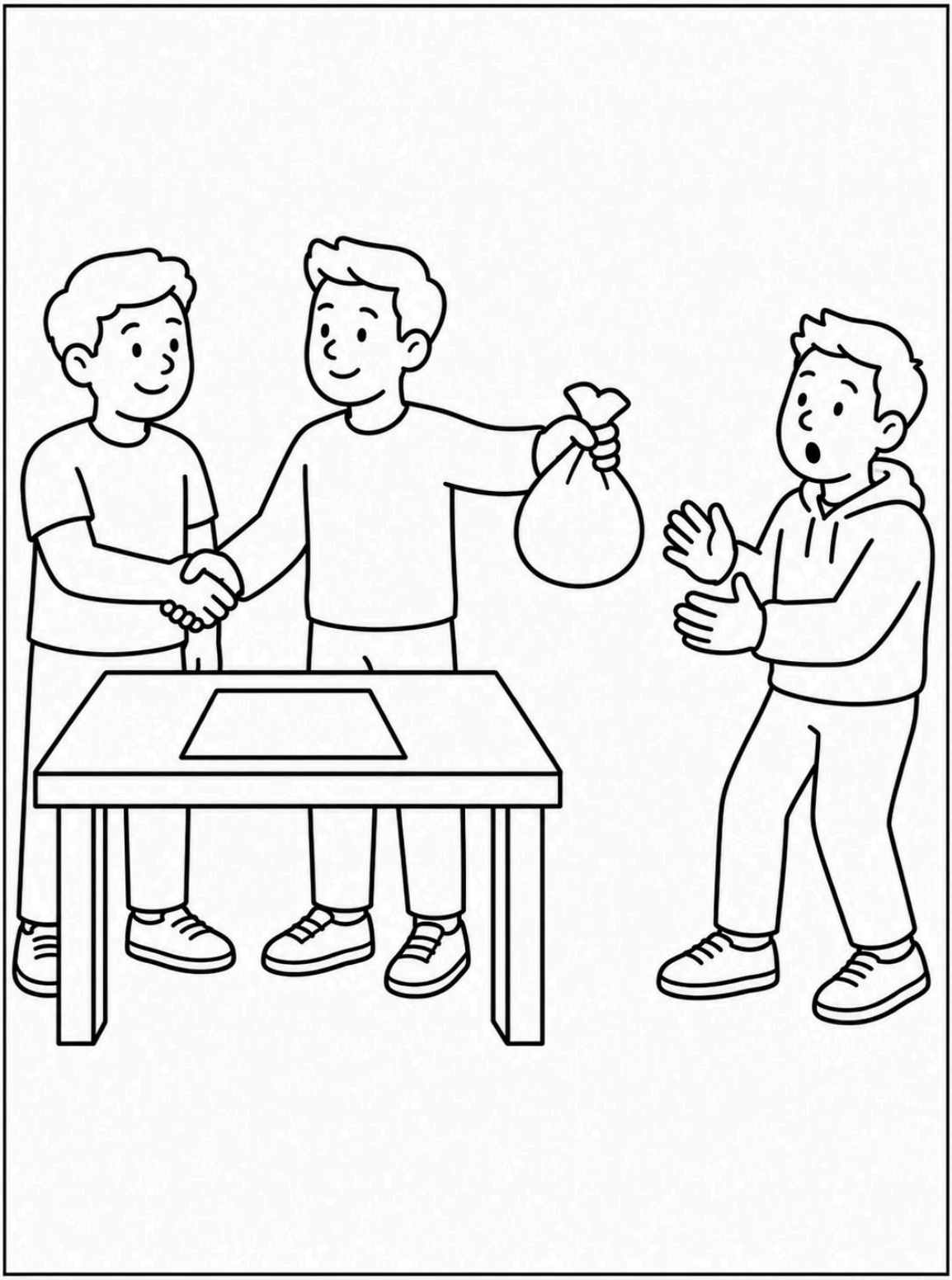
CIVILIAN COMMENTARY

A *stipulation pour autrui* is a contract in which one party (the stipulator) obtains from another (the promisor) a benefit for a third person. The beneficiary, though not a party, may demand performance in his own right. Once he manifests his intention to avail himself of the benefit, the stipulation may no longer be revoked without his consent. The common law took centuries to make peace with the third-party beneficiary; the civil law built him a doorway from the start.

THE CASE

Joseph v. Hospital Service District No. 2, 939 So. 2d 1206 (La. 2006). Doctors sued claiming to be third-party beneficiaries of a contract between a hospital and a service provider. The Louisiana Supreme Court held they were not: a stipulation pour autrui requires that the contracting parties have manifested a clear intention to benefit the third person, and incidental benefit is not enough. The case is a useful warning that the doctrine protects only those for whom a benefit was intended — not everyone who happens to come within reach of a promise.

Stipulation Pour Autrui



Two people can strike a bargain that gives something to a third person who isn’t even in the room. A grandmother pays a builder to fix her grandson’s roof; the grandson, though he signed nothing, may hold the builder to it. The civil law calls this a stipulation for another — a promise made over someone’s shoulder, into the hands of a stranger to the deal.

Negotiorum Gestio

Latin, “management of affairs” — managing another’s business without their mandate.

La. Civ. Code arts. 2292–2297

CIVILIAN COMMENTARY

Negotiorum gestio arises when a person, uninvited, undertakes to manage the affairs of another who is unable to act for himself. The manager — the *gestor* — must act as a prudent administrator and see the business through; the owner, if the intervention was reasonably undertaken, must reimburse the necessary and useful expenses. It is a quasi-contract: an obligation the law fashions from conduct rather than agreement. The common law, wary of the officious intermeddler, generally leaves such a helper uncompensated; the civilian tradition rewards the prudent one. Modern Louisiana decisions police the doctrine’s edges — in *Self v. BPX Operating Co.* (La. 2024), the Court declined to extend it to oil-and-gas unit operators, who act with statutory authority rather than as uninvited managers.

THE CASE

No iconic case needed for the kid layer — the storm-and-roof hypothetical carries it. The doctrine’s modern edges are noted briefly in the commentary above.

Negotiorum Gestio

Your neighbor is away when a storm tears a hole in their roof. You climb up and patch it before the rain ruins the house, though no one asked you to. When the neighbor returns, the law says they must pay you back — for in the civil law, a sensible good deed done for an absent friend is not quite a gift. It is a debt.

Solidary Obligations

in solidum, “for the whole” — the civilian relative of joint-and-several liability.

La. Civ. Code arts. 1794 et seq.

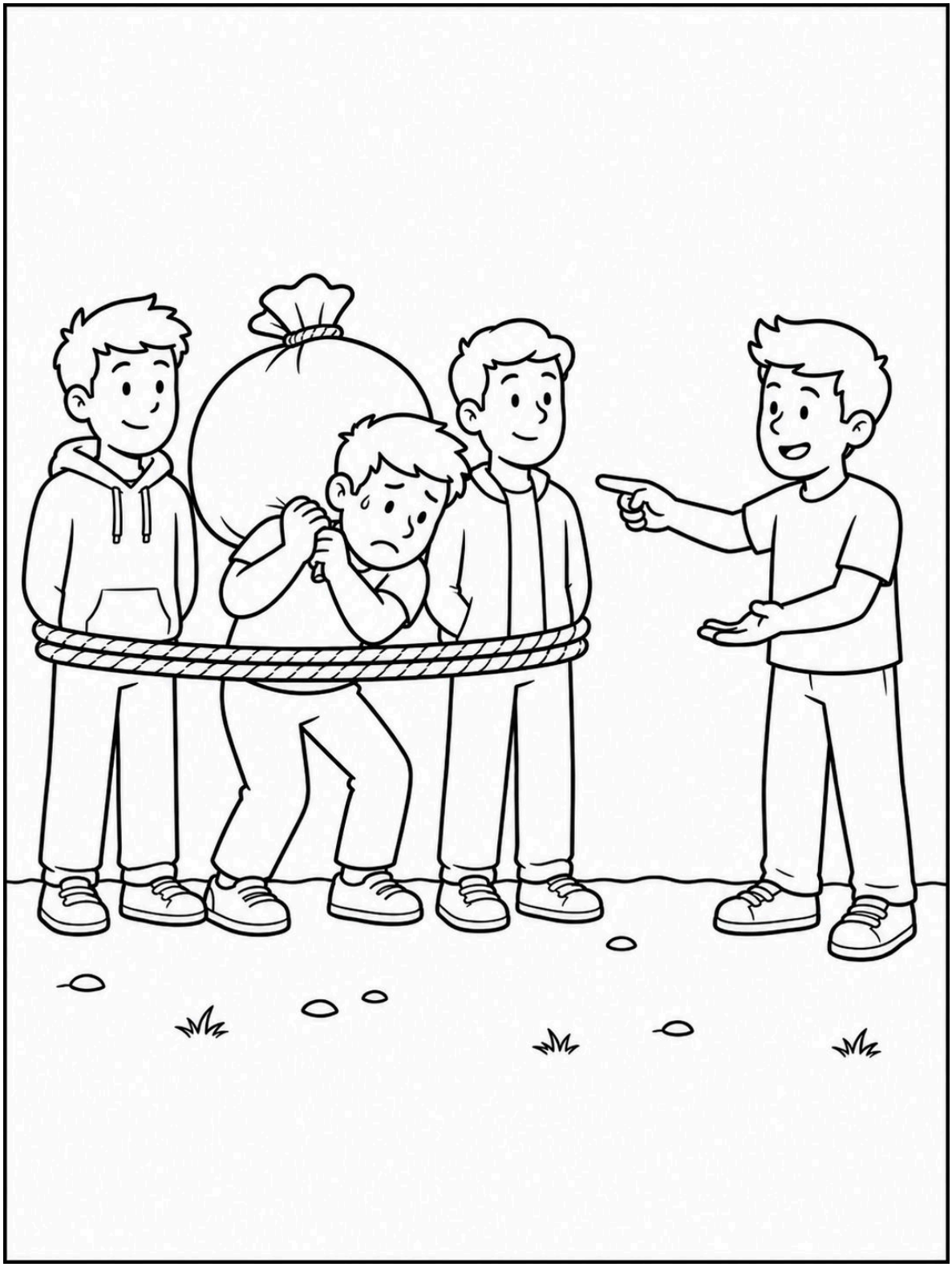
CIVILIAN COMMENTARY

An obligation is solidary among debtors when each is bound for the whole, so that the creditor may demand full performance from any one of them. The debtor who pays is then entitled to contribution from his co-debtors for their virile shares. Solidarity is not presumed; it must be expressly stipulated or established by law. It is the civilian counterpart to joint-and-several liability, and it places the risk of an insolvent co-debtor on the others rather than on the creditor.

THE CASE

Hoefly v. Government Employees Insurance Co., 418 So. 2d 575 (La. 1982). A claimant’s timely suit against the underlying tortfeasors interrupted prescription against the uninsured-motorist carrier, on the theory that tortfeasor and UM insurer stood as solidary obligors to the victim. The case is the classic illustration of solidarity’s practical consequence: the creditor’s reach against one is, for many purposes, his reach against all.

Solidary Obligations



Three friends borrow money together, and the law lets the lender collect the entire debt from whichever one he can reach first. That unlucky friend must pay it all — and then chase the other two for their shares himself. When debtors are solidary, each owes not merely a part of the debt, but the whole of it.

Lesion Beyond Moiety

laesio enormis — rescission of an immovable’s sale when the price is less than half its value.

La. Civ. Code arts. 2589 et seq.

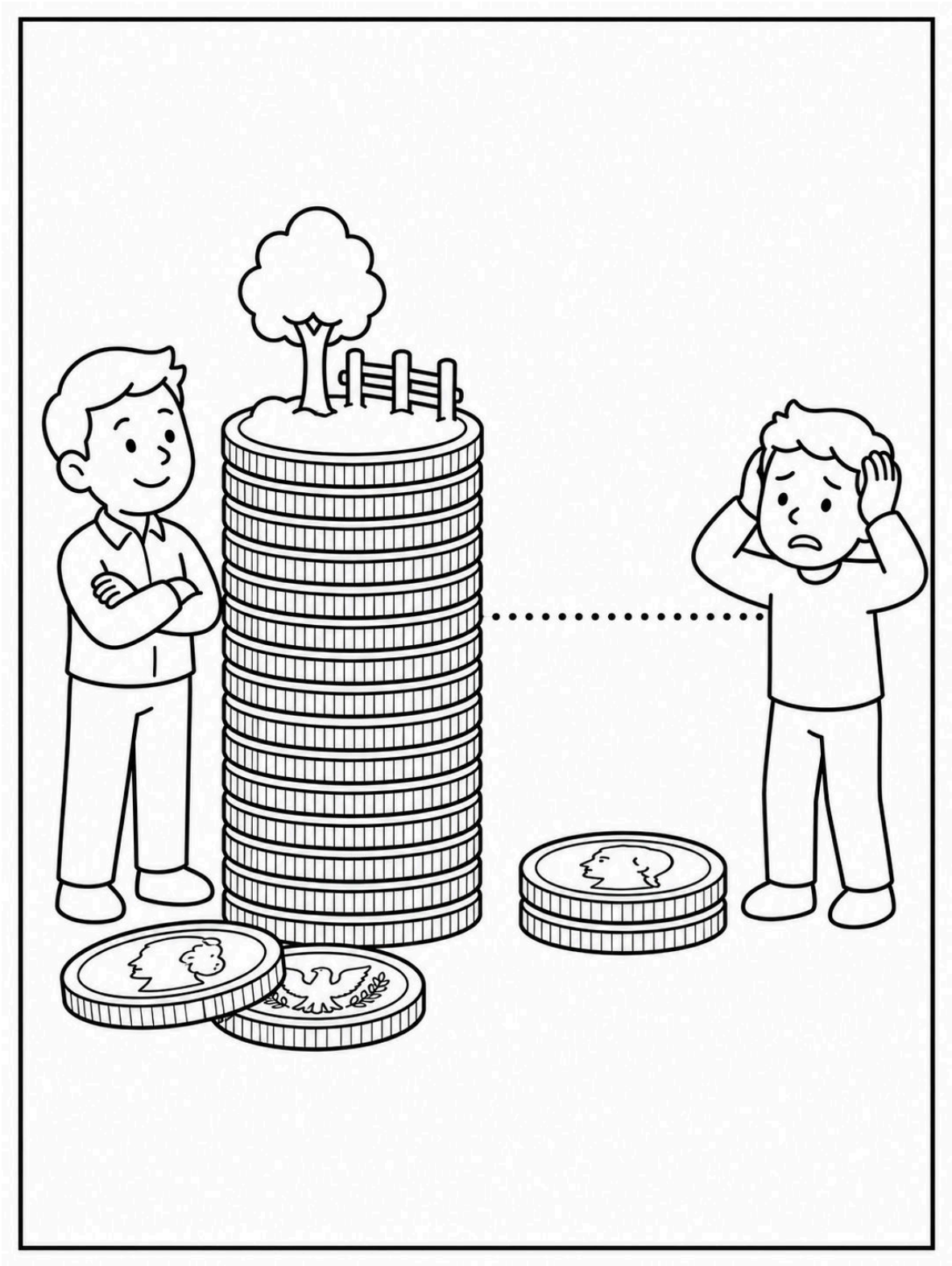
CIVILIAN COMMENTARY

Lesion beyond moiety allows the seller of an immovable to rescind a sale when the price received was less than half the property’s fair market value at the time of sale. (A moiety is a half; the lesion is an injury exceeding it.) The buyer may defeat rescission by paying a supplement that brings the price up to the just value, less a tenth. The remedy guards sellers against grossly inadequate prices and reflects a civilian willingness — foreign to the common law’s focus on bargained-for exchange — to look past consent to the fairness of the price. Its pedigree is the Roman *laesio enormis*.

THE CASE

Domino v. Domino, 233 La. 1014, 99 So. 2d 328 (1957). A father sought to rescind the sale of roughly 153 acres to his daughters, pleading lesion beyond moiety among his grounds. The trial court rescinded the sale on that ground, and the Louisiana Supreme Court found the finding of lesion "undoubtedly correct," because the price was proved to be far less than one-half the property's value at the time of sale; the court affirmed, leaving the daughters to reconvey or pay the difference. The case is a clean fit for the lopsided scene in the illustration.

Lesion Beyond Moiety



Sell your land for less than half of what it is truly worth, and the law will let you undo the bargain. It does not matter that you agreed; the price was simply too unfair to stand. The Romans called a wound this severe lesion beyond moiety — an injury of more than half — and the cure is to give the sale back.

Redhibition

Latin redhibere, “to give back” — the buyer’s remedy for a hidden defect (vice) in the thing sold.

La. Civ. Code arts. 2520 et seq.

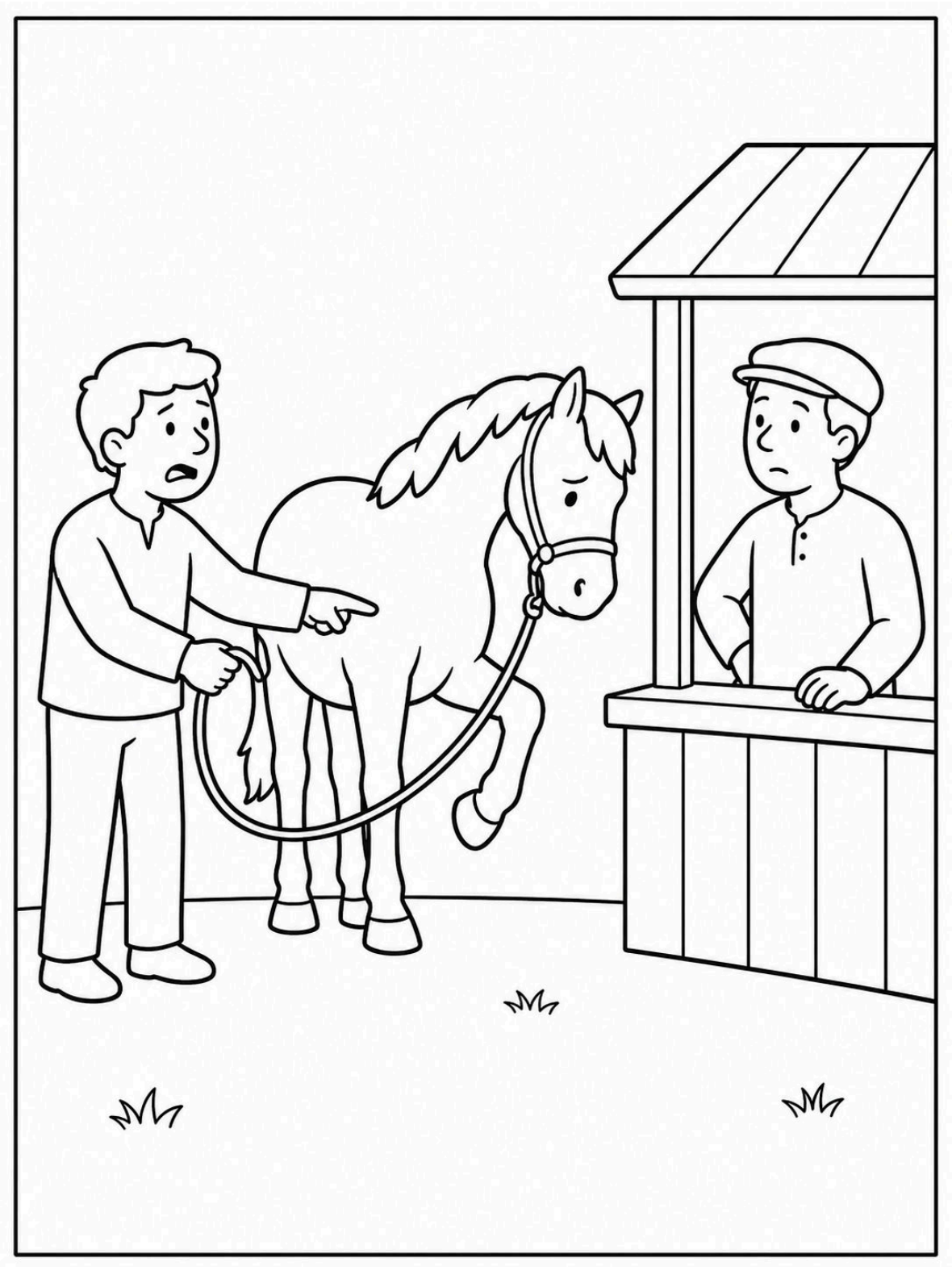
CIVILIAN COMMENTARY

Redhibition is the buyer’s remedy for a redhibitory vice — a hidden defect that renders the thing sold useless, or so inconvenient that the buyer would not have bought it, or would have paid less, had the defect been known. The vice must be hidden, not discoverable on reasonable inspection, and must have existed at the time of sale. A good-faith seller owes the return of the price and expenses; a seller who knew of the defect also owes damages and attorney fees. The remedy — literally, a giving-back — is among the civil law’s oldest consumer protections.

THE CASE

Prince v. Paretti Pontiac Co., 281 So. 2d 112 (La. 1973). The buyer of a new automobile sued in redhibition over persistent defects, including in the transmission. The Louisiana Supreme Court held that the ease of repair is not relevant to the existence of a redhibitory vice, and that, as the law then stood, the buyer need not give the seller an opportunity to repair before bringing the action. A 1974 amendment to former Civil Code article 2531 now generally requires that a good-faith seller be given an opportunity to repair before a redhibitory action lies; *Prince*’s core holding on the irrelevance of ease of repair to the existence of the vice survives that overlay. The case anchors the modern face of the doctrine on consumer transactions — vehicles and the like — leaving the older jurisprudence aside.

Redhibition



You buy a fine-looking horse, and only later discover it has a hidden sickness no one mentioned. The civil law lets you bring it back and get your money returned. A flaw that is hidden at the sale and serious enough that you’d never have bought the thing had you known is called a redhibitory vice — and the cure is to give it back.

Mandate

Latin mandatum — the contract by which one acts for another; civilian agency.

La. Civ. Code arts. 2989 et seq.

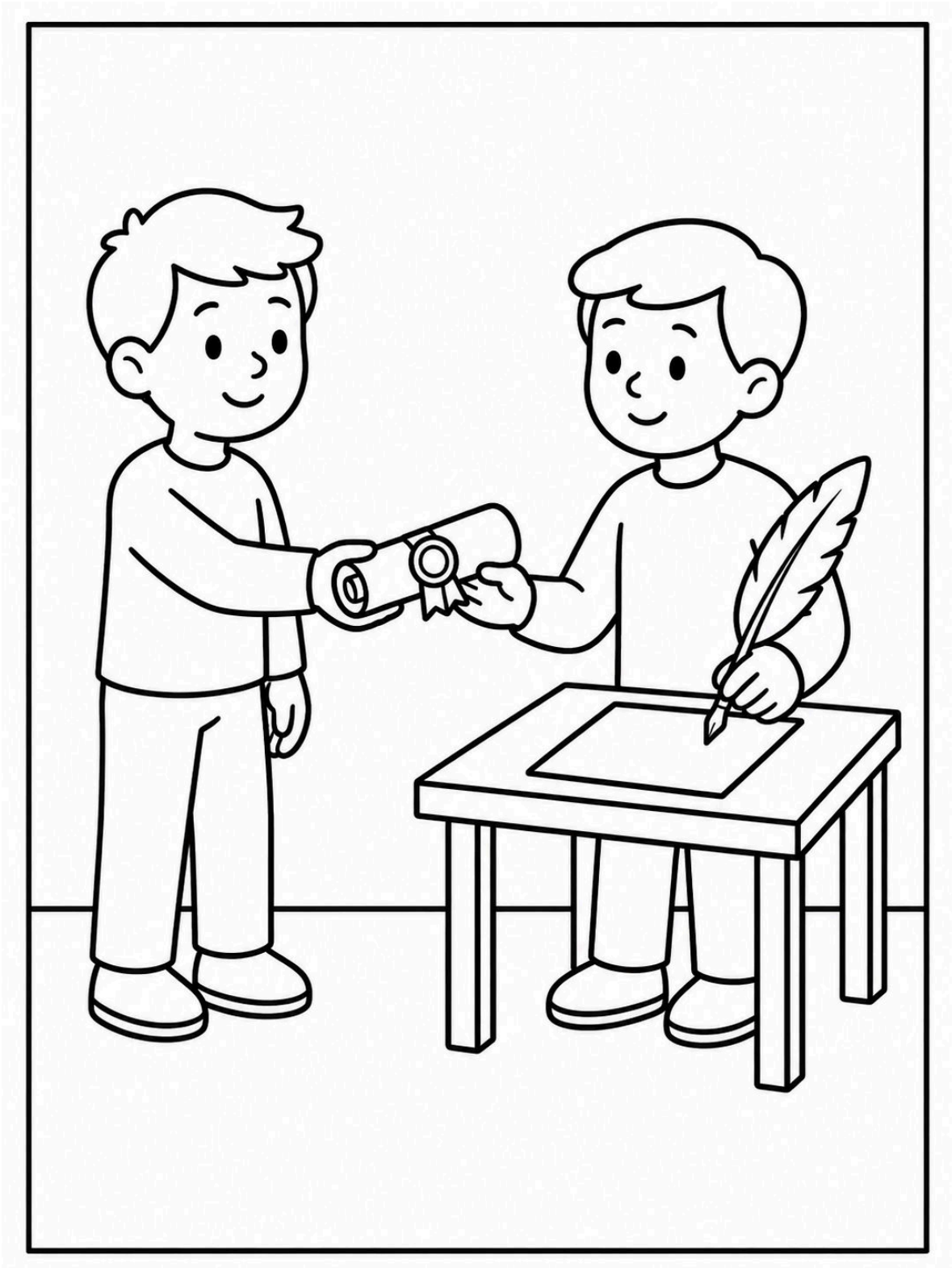
CIVILIAN COMMENTARY

A mandate is the contract by which a principal confers authority on another, the mandatary, to transact one or more affairs in the principal's name. It may be general or limited to a single act, gratuitous or compensated, and the mandatary owes faithful and prudent performance. The principal is bound by acts within the authority granted. It is the civil law's law of agency, descended from the Roman *mandatum*, and the everyday engine behind the power of attorney.

THE CASE

Havard v. JeanLouis, 2021-C-00810 (La. 6/29/22), 345 So. 3d 1005. The dispute was nominally about uninsured-motorist coverage: an insurer claimed the named insured had rejected UM coverage on a form bearing the stamped signature of an administrative assistant. The Louisiana Supreme Court resolved it on mandate principles, holding that the assistant lacked the prior written authorization required to bind the insured and that the UM rejection was therefore invalid. The case is useful as a modern application of mandate inside a coverage dispute — the formal scaffolding of representation showing up where one might not expect it.

Mandate



You cannot be everywhere at once, so the law lets you lend your authority to someone else. Sign the right paper, and your chosen agent may act in your name — buy, sell, or sign — as if you stood there yourself. This borrowed power is called a mandate, and the one who carries it speaks with your voice.

Cause

the civilian "why" of an obligation — contrasted with common-law consideration.

La. Civ. Code arts. 1966–1970

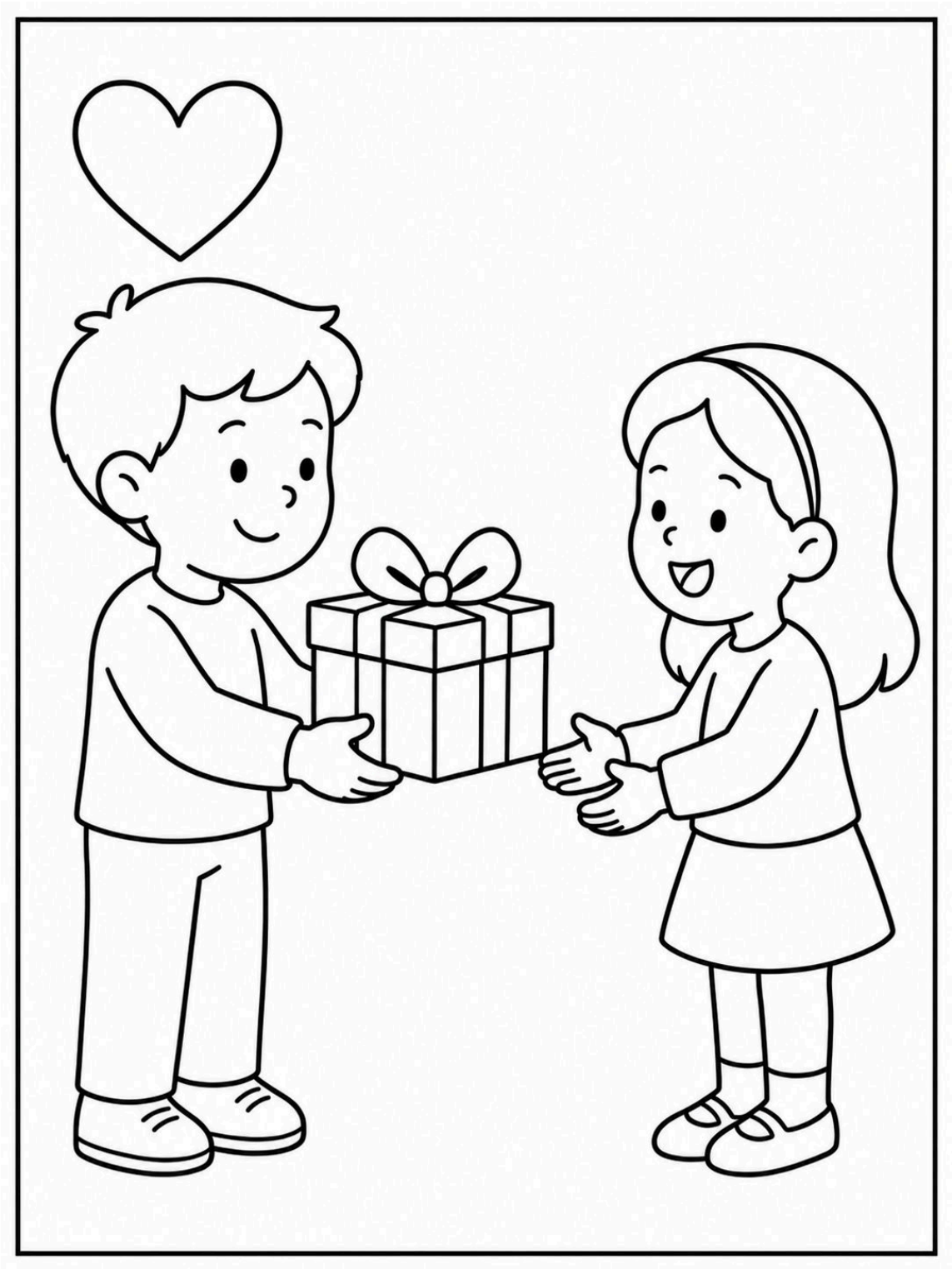
CIVILIAN COMMENTARY

Cause is the reason a party binds himself — the "why" of an obligation, and a requirement for its existence. It differs sharply from common-law consideration: where consideration demands a bargained-for exchange, cause may be mere liberality, the intent to benefit another. A gratuitous promise, unsupported by any return, therefore has cause and may be enforceable in Louisiana though it would fail for want of consideration elsewhere. Cause must be lawful; an obligation founded on an unlawful reason produces no effect.

THE CASE

Morris v. Friedman, 663 So. 2d 19 (La. 1995). The Louisiana Supreme Court restated the operative definition: cause is the reason why a party obligates himself, distinct from the common-law requirement of consideration. The opinion also discusses detrimental reliance under Civil Code article 1967 — the principle that a promise reasonably relied upon to one's detriment may be enforceable even without traditional cause. A useful adult-facing anchor; the kid page remains the gift hypothetical.

Cause



Why does a promise count? Imagine you promise to give your friend your favorite toy. In most of the United States, courts ask: "What did your friend offer in return?" No trade, no deal. But Louisiana asks a kinder question: "Why did you make the promise?" Wanting to make your friend smile is a real reason — and Louisiana calls that reason the "cause." So even with nothing offered in return, your promise can still count.

BOOK IV

Of Successions & Donations

Forced Heirship / Legitime

Latin legitimus, “fixed by law”; the légitime — the reserved portion the law guarantees to forced heirs.

La. Civ. Code arts. 1493 et seq.

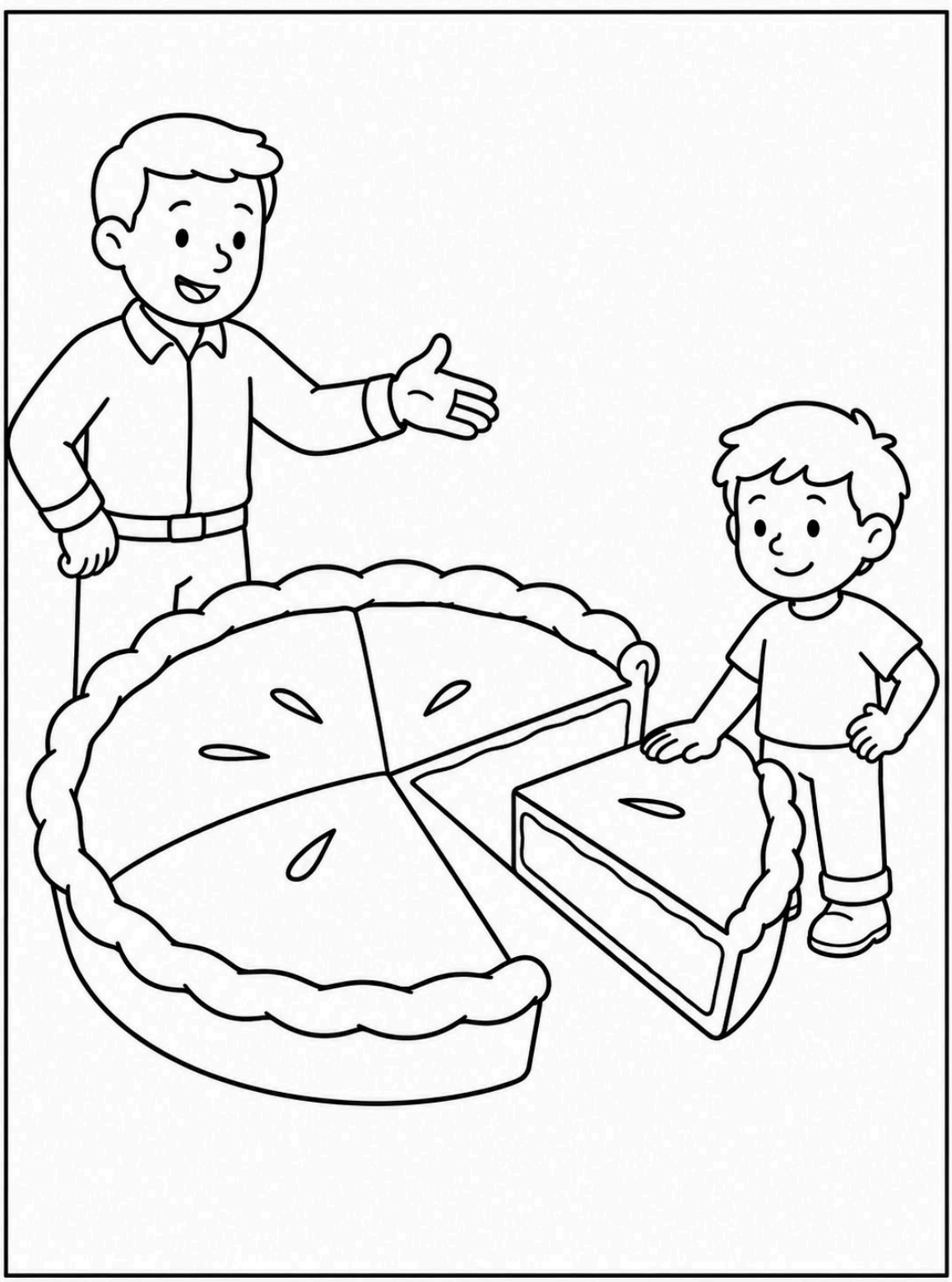
CIVILIAN COMMENTARY

Forced heirship guarantees a portion of a decedent’s estate — the *legitime* — to forced heirs, who in Louisiana are descendants twenty-three or younger at the decedent’s death, or of any age if permanently incapable of caring for themselves. One forced heir is owed one-fourth of the estate; two or more, one-half; the remainder is the disposable portion. A 1995 constitutional amendment sharply narrowed the institution, which had once protected children of every age. It remains one of the civil law’s most striking departures from the common law’s freedom to disinherit.

THE CASE

Succession of Boyter, 756 So. 2d 1122 (La. 2000). A father's will left everything to two of his four children and omitted the other two, who claimed their share as forced heirs. Applying the transitional statute La. R.S. 9:2501 to a will executed before January 1, 1996, the Louisiana Supreme Court held that each of the statute's exceptions requires actual language in the testament showing an intent to cut off the forced heir's right of reduction — mere omission is not enough. Because the will simply left the two children unmentioned, the law in effect on December 31, 1995, under which all children were forced heirs, governed. The opinion is a useful window into how the 1995 revisions — which narrowed the legitime to descendants twenty-three or younger or permanently incapable of self-care — were made to fit wills written under the older, broader regime.

Forced Heirship / Legitime



In most of America, parents may leave their children nothing at all. Not so in Louisiana, where the law reserves a slice of every estate for certain children and forbids their parents to give it away. These protected children are called forced heirs, and their guaranteed share has a name as old as Rome: the legitime.

Commorientes

Latin, “those dying together.”

La. Civ. Code arts. 935 et seq. (modern); historically arts. 936–939 (1870 Code)

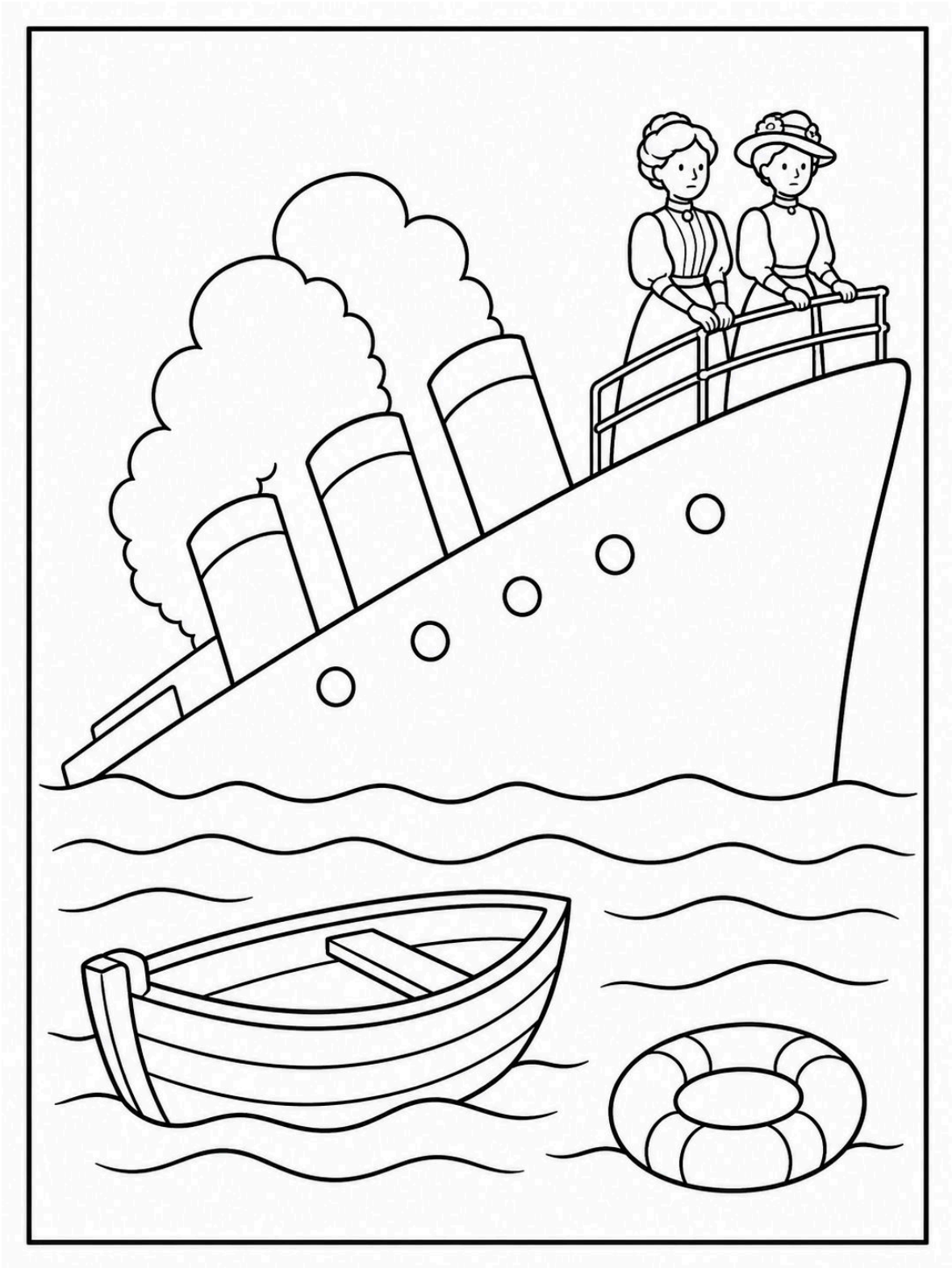
CIVILIAN COMMENTARY

Louisiana’s civilian tradition, breaking from the common law, did not presume simultaneous death. In *Succession of Langles*, the Supreme Court applied the historical presumptions of survivorship — among persons between fifteen and sixty, the younger was presumed to outlive the older. The daughter, thirty-four, was therefore held to have survived her mother, fifty-two, with material consequences for the operation of their reciprocal wills. The modern Code has substantially revised these rules, but the civilian instinct against treating death as legally simultaneous remains the doctrinal foundation.

THE CASE

Succession of Langles, 105 La. 39, 29 So. 739 (1901). Angele Langles and her mother Pauline Costa both perished aboard SS *La Bourgogne*, which sank in dense fog off Sable Island on July 4, 1898, after colliding with the British sailing vessel *Cromartyshire*. Of 725 souls aboard, only 163 survived. The daughter had executed a will leaving her estate to her mother; whether the bequest operated depended on which of the two had outlived the other.

Commorientes



Sometimes two people die in the same disaster, and the law has to decide who passed first. In 1898, a mother and her daughter were both lost when the great steamship La Bourgogne sank in the fog. Which one survived longer — even by a moment — changed where their fortune went.

Donations Inter Vivos

Latin, “between the living” — gifts made and effective during the donor’s life.

La. Civ. Code arts. 1467–1468, 1541 et seq.

CIVILIAN COMMENTARY

A *donation inter vivos* is the act by which a donor, presently and irrevocably, divests himself of a thing without compensation in favor of a donee who accepts. As a rule it must be made by authentic act — a notarial writing made before two witnesses — to be valid, though a manual gift of a corporeal movable may be perfected by simple delivery; the distinction was sharpened by *Succession of Miller*, 405 So. 2d 812 (La. 1981), which separated incorporeal movables (formal requirements apply) from corporeal movable cash (which passes by hand). The donation takes effect during the donor’s life, distinguishing it from the donation mortis causa, which speaks only at death. The form requirements are protective: the civil law surrounds the giving-away of one’s substance with deliberate solemnity.

THE CASE

Hardin v. Williams, 478 So. 2d 1214 (La. 1985). The Louisiana Supreme Court applied the long civilian tradition of notary-and-witness formality for donations of immovables, holding that a purported donation that did not pass before a notary public in the presence of two witnesses failed for defect of form. The civil law surrounds the giving-away of one’s substance with deliberate solemnity, and *Hardin* enforces the requirement with no apologies.

Donations Inter Vivos

A gift, in the eyes of the law, is a serious thing. To give something away for good while you are still living — a house, a sum of money — Louisiana usually asks you to do it formally, before a notary, in black and white. Hand someone a toy and you have made a gift the easy way; hand someone a house and the law wants it in writing.

Donations Mortis Causa

Latin, “in prospect of death” — testamentary dispositions effective at death.

La. Civ. Code arts. 1467, 1469, 1574–1575

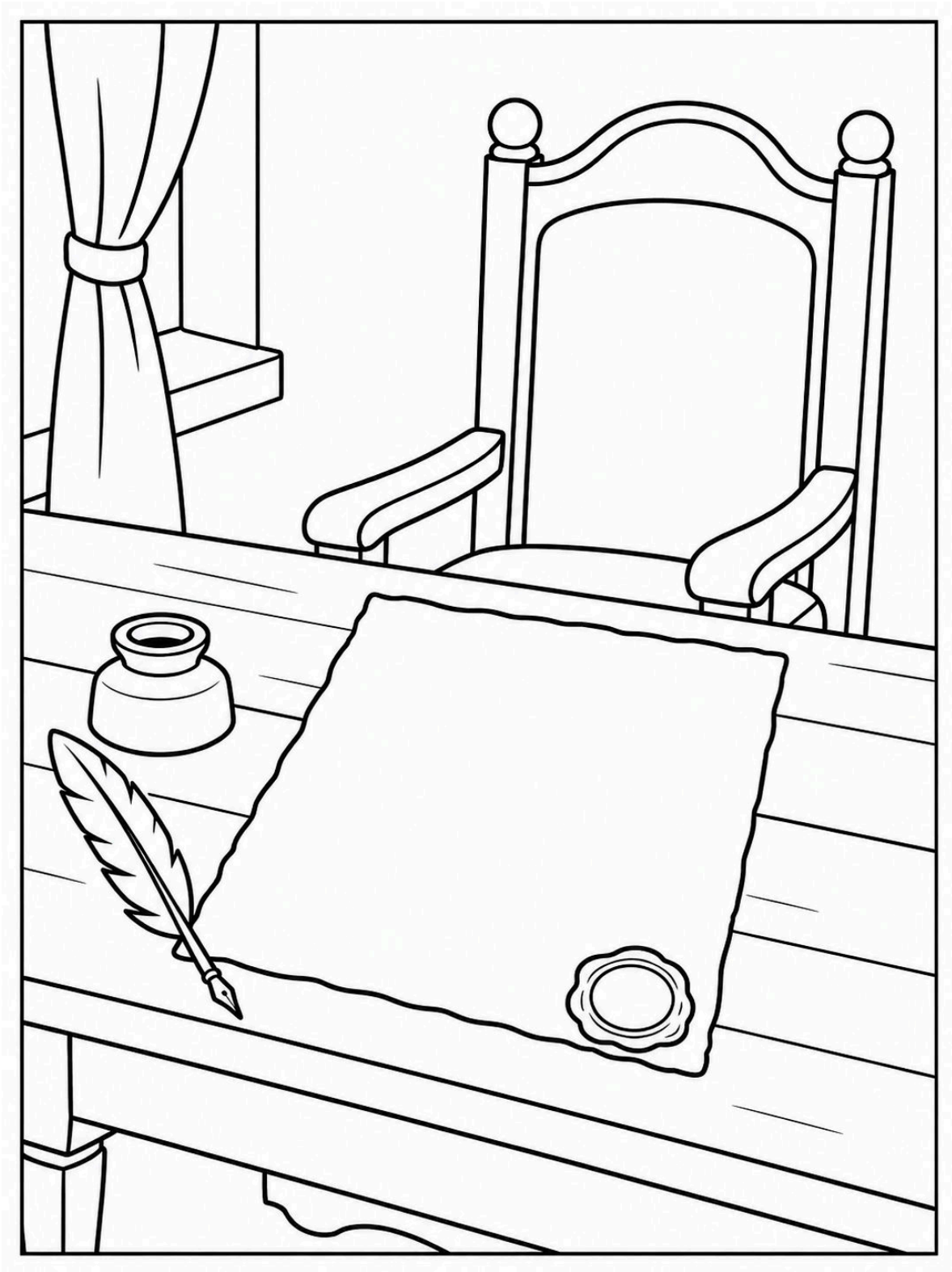
CIVILIAN COMMENTARY

A *donation mortis causa* is a disposition of property intended to take effect at the donor’s death — in practice, a legacy contained in a testament (will). Unlike the inter vivos donation, it is freely revocable: the testator may revise or revoke it until the moment of death. Louisiana recognizes two forms of will, the olographic — entirely written, dated, and signed in the testator’s own hand — and the notarial. The will speaks only at death, and not a moment before.

THE CASE

State v. Martin, 2 La. Ann. 667 (1847). In June 1847 the Louisiana Supreme Court was asked to uphold the olographic will of one of its own — Presiding Judge François-Xavier Martin, who had served the Court for thirty-one years and whose opinion in *Morgan v. Livingston* anchors Entry 11. Martin was legally blind when he wrote and signed his single-page will on May 21, 1844, leaving an estate valued at $396,841.17 to his brother, Paul Barthélemy Martin. The State — which stood to collect a ten-percent tax on successions passing to heirs domiciled abroad — challenged the will, arguing that Martin's blindness made him physically incapable of complying with the olographic-will formalities, and sought $39,608.41 in tax from the brother as executor. The Court (Rost, J.) upheld the will: a blind man may execute a valid olographic testament so long as the formalities — entirely written, dated, and signed in the testator's own hand — are strictly complied with, and the natural incapacity of a blind testator is a question of fact, not of law. Compare *Succession of Brocato*, 2025-C-00367 (La. 3/6/26), reading the modern revision of Civil Code article 1575 to permit the signature and date to appear anywhere in the testament.

Donations Mortis Causa



Some gifts wait. A donation in prospect of death gives nothing now — it takes effect only when the giver is gone, through a will. Until that day the giver may change their mind as often as they like, tearing up one will and writing another. It is the one gift you may take back, right up until you no longer can.

Substitution / Fideicommissum

Roman fideicommissum — the prohibited substitution; a gift to A with a charge to preserve and pass to B.

La. Civ. Code art. 1520

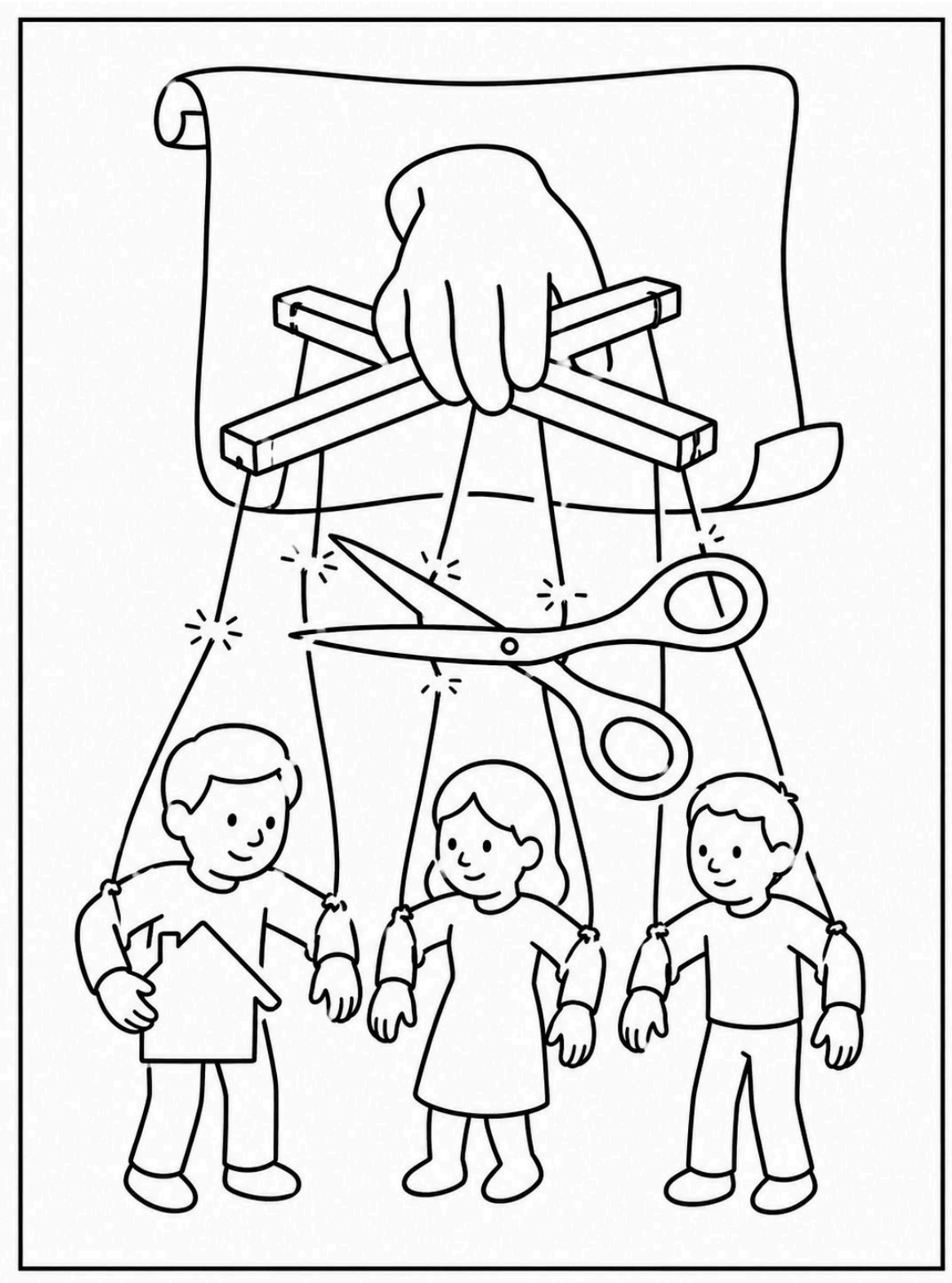
CIVILIAN COMMENTARY

A prohibited substitution is a disposition that charges a donee or legatee to preserve property and transmit it, at his death, to a second person — an attempt to govern ownership across successive holders. Louisiana forbids it; such a disposition is null. A vulgar substitution, by contrast — naming an alternate to take only if the first beneficiary cannot — remains valid, as the Court emphasized in distinguishing the permitted survivorship/suspensive-condition clause in *Baten v. Taylor*, 386 So. 2d 333 (La. 1979); the trust and the usufruct, too, reach some of the same ends lawfully. Descended from the Roman *fideicommissum*, the prohibition reflects the Code’s deep reluctance to let an owner bind property to his will for generations after his death.

THE CASE

Succession of Simms, 250 La. 177, 195 So. 2d 114 (La. 1966). The Louisiana Supreme Court struck down a will that placed property in trust for a first beneficiary and directed that, at that beneficiary's death, title pass to a second — the very pattern Article 1520 forbids. As the Court put it, a prohibited substitution arises when title vests in the first legatee at the testator's death and is then directed to pass to a second at some future point, so that each holds a title he cannot alienate. The opinion is a textbook application of the prohibition, which exists to keep the dead from binding the descent of property across successive holders and to prevent title from being tied up out of commerce.

Substitution / Fideicommissum



Can you leave your house to your son, but command that when he dies it must pass untouched to his son, and then to his? Louisiana says no. The law refuses to let the dead rule the living that far down the line; a gift chained across the generations like this is simply struck out — the first taker keeps it, and the chain falls away.

Glossary

Civilian vocabulary used in this book. Foreign-language terms are shown in italics; cross-references point to the fuller entry.

Acquêts et conquêts — the acquisitions and gains a married couple accumulates during marriage, which form the community.

Acquisitive prescription — the acquiring of ownership, or another real right, by possessing a thing for a period fixed by law.

Alluvion — soil deposited gradually and imperceptibly by a running stream along its bank, belonging to the riparian owner.

Authentic act — a writing executed before a notary and two witnesses; the form generally required to donate an immovable.

Avulsion — a sudden, identifiable tearing-away of land by water, distinguished from gradual alluvion.

Bona fide possessor — a possessor who reasonably believes himself to be the owner; the good-faith possessor.

Cause — the reason a party binds himself to an obligation; the civilian counterpart to, but broader than, common-law consideration.

Civil fruits — revenues a thing yields by operation of law or contract, such as rents and interest.

Commorientes — persons who die in the same event, raising the question of who survived whom.

Community property — property acquired during marriage that belongs to both spouses in equal shares; Louisiana's default matrimonial regime.

Corporeal — having a body; a thing perceptible to the senses.

Dereliction — land laid bare when a stream gradually recedes, which accrues to the riparian owner; the mirror of alluvion.

Disposable portion — the part of an estate one is free to give away, after the forced heirs' legitime is reserved.

Donation inter vivos — a gift made and effective during the donor's life.

Donation mortis causa — a disposition of property that takes effect at the donor's death; a legacy in a will.

Donee — the person who receives a donation.

Donor — the person who makes a donation.

Fideicommissum — the Roman device, prohibited in Louisiana, of giving property to one charged to preserve and pass it to another; see prohibited substitution.

Forced heir — a descendant the law forbids a parent to disinherit: in Louisiana, one twenty-three or younger at the parent's death, or permanently incapable of self-care.

Fruits — things produced by or derived from a thing without diminishing its substance, whether natural or civil.

Gestor — one who, uninvited, manages the affairs of another; see negotiorum gestio.

Immovable — land, its component parts, and certain things the law treats as attached; the civilian counterpart to "real property."

Incorporeal — having no body; a right, such as a servitude, an obligation, or an inheritance.

Laesio enormis — the Roman name for the gross injury in price that grounds lesion beyond moiety.

Legatee — a person to whom a legacy, a testamentary gift, is left.

Legitime — the forced portion of an estate reserved by law to the forced heirs.

Lesion beyond moiety — the seller's right to rescind a sale of an immovable made for less than half its fair value.

Liberative prescription — the extinguishing of a claim by the passage of time; the civilian statute of limitations.

Mala fide possessor — a possessor who knows he is not the owner; the bad-faith possessor.

Mandatary — the person authorized to act for another under a mandate; the civilian agent.

Mandate — the contract by which one person gives another authority to act in his name.

Marital portion — a share of a deceased spouse's estate the law gives a surviving spouse left in necessitous circumstances.

Moiety — a half.

Movable — a thing that can be carried from place to place; the civilian counterpart to "personal property."

Naked ownership — ownership stripped of the use and enjoyment of a thing, which belong to a usufructuary.

Natural fruits — the products of the earth and the increase of animals.

Negotiorum gestio — the management of another's affairs, uninvited, for which the law may require reimbursement.

Notarial will — a will executed before a notary and witnesses; compare olographic will.

Olographic will — a will entirely written, dated, and signed in the testator's own hand.

Possession — the detention or enjoyment of a thing with the intent to own it.

Possessory action — the suit by which a possessor protects his possession, independent of ownership.

Predial servitude — a charge on one estate (servient) for the benefit of another (dominant), such as a right of passage.

Prohibited substitution — a disposition, null in Louisiana, charging a beneficiary to preserve property and pass it to a successive beneficiary at death.

Putative marriage — a null marriage contracted in good faith, which the law allows to produce civil effects for the good-faith spouse.

Quarta uxoria — the Roman "marital fourth," ancestor of the marital portion.

Quasi-contract — an obligation the law imposes from conduct rather than agreement, as in negotiorum gestio.

Reciprocal wills — wills in which two persons leave property to one another on mirrored terms.

Redhibition — the buyer's remedy of returning a thing and recovering the price because of a hidden defect.

Redhibitory vice — a hidden defect that makes a thing useless, or so flawed the buyer would not have bought it or would have paid less.

Solidary obligation — an obligation in which each of several debtors is bound for the whole, or each of several creditors may demand the whole.

Stipulation pour autrui — a contract by which two parties create a right enforceable by a third-party beneficiary.

Succession — the transmission of a decedent's estate to his successors; also the estate itself and the proceeding to settle it.

Testator — a person who makes a will.

Tutela — the Roman institution of guardianship, ancestor of tutorship.

Tutorship — the civilian regime for the care of a minor's person and property when the minor is not under parental authority.

Undertutor — the person who oversees a tutor on the minor's behalf.

Usucapio — the Roman name for acquisitive prescription.

Usufruct — the right to use another's thing and enjoy its fruits while preserving its substance.

Usufructuary — the person who holds a usufruct.

Virile share — a co-debtor's proportionate share of a solidary obligation.

Vulgar substitution — a valid disposition naming an alternate beneficiary to take only if the first cannot; contrast prohibited substitution.

Will — a revocable written disposition of one's property effective at death; see olographic will and notarial will.

Index of Civil Code Articles

References are to entry numbers. Citations to the Louisiana Code of Civil Procedure are noted separately.

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Art. 646 — Entry 10 (Predial Servitudes)

Art. 650 — Entry 10 (Predial Servitudes)

Art. 654 — Entry 10 (Predial Servitudes)

Art. 741 — Entry 10 (Predial Servitudes)

Art. 3421 — Entry 12 (Possession)

Art. 3445 — Entry 14 (Liberative Prescription)

Art. 3446 — Entry 13 (Acquisitive Prescription)

Art. 3447 — Entry 14 (Liberative Prescription)

Art. 3473 — Entry 13 (Acquisitive Prescription)

Art. 3475 — Entries 12 (Possession), 13 (Acquisitive Prescription)

Art. 3476 — Entry 13 (Acquisitive Prescription)

Art. 3480 — Entry 12 (Possession)

Art. 3486 — Entries 12 (Possession), 13 (Acquisitive Prescription)

Art. 3493.1 — Entry 14 (Liberative Prescription)

Art. 3499 — Entry 14 (Liberative Prescription)

BOOK III — OF OBLIGATIONS

Arts. 1794 et seq. — Entry 17 (Solidary Obligations)

Arts. 1966–1970 — Entry 21 (Cause)

Arts. 1978–1982 — Entry 15 (Stipulation Pour Autrui)

Arts. 2292–2297 — Entry 16 (Negotiorum Gestio)

Arts. 2520 et seq. — Entry 19 (Redhibition)

Arts. 2589 et seq. — Entry 18 (Lesion Beyond Moiety)

Arts. 2989 et seq. — Entry 20 (Mandate)

BOOK IV — OF SUCCESSIONS & DONATIONS

Arts. 935 et seq. — Entry 23 (Commorientes)

Arts. 936–939 (1870 Code, historical) — Entry 23 (Commorientes)

Art. 1467 — Entries 24 (Donations Inter Vivos), 25 (Donations Mortis Causa)

Art. 1468 — Entry 24 (Donations Inter Vivos)

Art. 1469 — Entry 25 (Donations Mortis Causa)

Arts. 1493 et seq. — Entry 22 (Forced Heirship / Legitime)

Art. 1520 — Entry 26 (Substitution / Fideicommissum)

Art. 1541 et seq. — Entry 24 (Donations Inter Vivos)

Arts. 1574–1575 — Entry 25 (Donations Mortis Causa)

CODE OF CIVIL PROCEDURE

Arts. 4261–4262 — Entry 2 (Tutorship)

Recommended Reading

- A. N. Yiannopoulos, Louisiana Civil Law Treatise (Property)
- Saúl Litvinoff, The Law of Obligations
- Journal of Civil Law Studies (LSU Law)

About Logical Appeals, LLC

This book was made by Logical Appeals, LLC, an appellate and legal-technology practice that spends its working hours in the same doctrines you have just colored. Appellate lawyers are a particular sort: they care less for the drama of the trial than for the quiet machinery beneath it — the code articles, the presumptions, the centuries-old reasons a case comes out the way it does. A firm willing to make a coloring book about usufructs is, we would like to think, a curious one.

Logical Appeals was founded by Michael V. Ambrosia, a Louisiana lawyer and former Interim Chief of Appeals at the Orleans Parish District Attorney's Office, whose work has been argued before the Louisiana Courts of Appeal and the United States Court of Appeals for the Fifth Circuit. His reported decisions range across federal habeas corpus, post-conviction relief, the retroactive reach of *Ramos v. Louisiana*, and the Eighth Amendment limits on sentencing — along with matters of due process and evidentiary sufficiency — recurring questions, in different guises, of how heavily the past is permitted to bind the present.

The firm pairs that courtroom record with applied work in legal technology, including Usufruct (theusufruct.com): a structured, machine-readable edition of the Louisiana Civil Code, hash-verified against the official text and the same source this book draws its commentary from.

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