

Influence of the Louisiana Civil Code of 1825 in Latin-American Codification Movements: The References to Louisiana Provisions in the Argentine Civil Code of 1871

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I. INTRODUCTION	35
II. CIVIL LAW CODIFICATION IN ARGENTINA (1852-1871).....	36
A. <i>First Codification Attempts</i>	37
B. <i>Civil Code of 1871</i>	38

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This paper is dedicated to the memory of Robert A. Pascal (1915-2018).

This paper presents—in English language and for the first time in a consolidated manner—the main results of the doctoral dissertation of the author defended at Universidad de Buenos Aires (Argentina). That doctoral dissertation is available in Spanish at AGUSTÍN PARISE, *HISTORIA DE LA CODIFICACIÓN CIVIL DEL ESTADO DE LUISIANA Y SU INFLUENCIA EN EL CÓDIGO CIVIL ARGENTINO* (Buenos Aires, 2013).

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1.	Sources of the Argentine Code	39
2.	Notes to the Articles of the Argentine Code.....	41
III.	REFERENCES TO LOUISIANA IN THE ARGENTINE CODE	43
A.	<i>The Concordance</i>	45
B.	<i>The Concordancias</i>	47
IV.	STUDIES ON THE REFERENCES TO THE LOUISIANA CODE IN THE ARGENTINE CODE	49
A.	<i>Luis Vicente Varela</i>	49
B.	<i>Lisandro Vicente Segovia</i>	51
C.	<i>Néstor Pizarro</i>	52
D.	<i>Ricardo Lifsic</i>	53
E.	<i>Francisco Eduardo Trusso</i>	54
F.	<i>Rolf Knütel</i>	55
G.	<i>Abelardo Levaggi</i>	57
V.	CLASSIFICATION OF REFERENCES TO THE LOUISIANA CODE IN THE ARGENTINE CODE	58
A.	<i>General</i>	59
1.	Positive.....	59
a.	Concordance.....	59
b.	Doctrinal	60
c.	Heuristic.....	61
2.	Negative.....	61
a.	Concordance.....	61
b.	Doctrinal	61
c.	Heuristic.....	62
B.	<i>Direct</i>	62
1.	Positive.....	62
a.	Concordance.....	62
b.	Doctrinal	63
c.	Heuristic.....	64
d.	Heuristic and Exclusive	64
2.	Negative.....	66
a.	Concordance.....	66
b.	Doctrinal	66
c.	Heuristic.....	67
C.	<i>Transcribed</i>	67
1.	Positive.....	67
a.	Concordance.....	67
b.	Doctrinal	68
c.	Heuristic.....	68

2. Negative.....68

 a. Concordance.....69

 b. Doctrinal.....69

 c. Heuristic.....70

 D. *General Impact*..... 70

VI. CLOSING REMARKS71

APPENDICES74

 A. *Table of References to the Louisiana Code*..... 74

 B. *Table of Corresponding Articles* 75

I. INTRODUCTION

The territories that currently make up the State of Louisiana (US) and the Republic of Argentina are both former American colonies of Spain. Both achieved independence from European colonial power through different means. In addition, the territories received different migration waves from Europe and neighboring American territories in the years that followed their independence.

The two territories retain a partially shared legal history, however, as both apply continental European principles of law that regulate to some extent their private law needs. In addition, and central for this paper, provisions from the Civil Code of Louisiana of 1825 (Louisiana Code) were incorporated into the articles and notes of the Civil Code of Argentina of 1871 (Argentine Code). Most of those Louisiana provisions, borrowed during the nineteenth century, survived within the Argentine Code until a Civil and Commercial Code took effect in Argentina on August 1, 2015.¹

This paper centers on the reception of these Louisiana provisions in the Argentine Code. Initially, the paper addresses the civil-law codification endeavors of Argentina, in the period 1852-1871. It also describes the structure of the Argentine Code and discusses both the sources used and the notes added to the articles by the codifier. Secondly, the paper explains how two works of concordance enabled the Argentine codifier to have easy access to the text of nineteenth-century civil codes,

1. The Civil and Commercial Code was adopted in Argentina by Law No. 26,994, dated October 1, 2014. Text available at: <http://servicios.infoleg.gob.ar/infolegInternet/anexos/235000-239999/235975/texact.htm> (last visited February 12, 2020).

On the Argentine Civil and Commercial Code, see Agustín Parise, *The Argentine Civil and Commercial Code (2015): Igniting a Third Generation of Codes for Latin America*, 3/2017 ZEITSCHRIFT FÜR EUROPÄISCHES PRIVATRECHT 639 (2017); and Julieta Marotta & Agustín Parise, *On Codes, Marriage, and Access to Justice: Recent Developments in the Law of Argentina*, 7 JOURNAL OF CIVIL LAW STUDIES 237 (2014).

while focusing on the Louisiana Code. Thirdly, the paper summarizes, in chronological order, the main studies that have analyzed the influence of the Louisiana Code on the Argentine Code. Fourthly, the paper provides a classification of the references that are made to the Louisiana Code within the different notes to the Argentine Code and illustrates the classification with examples taken from it. Finally, a conclusion draws together the topics addressed in the paper as a whole. The paper also provides two appendices: (i) appendix A helps readers visualize the breakdown of the different references to the Louisiana Code within the Argentine Code, while (ii) appendix B contains transcriptions and translations of the texts that are given as examples of references to the Louisiana Code within the Argentine Code.

II. CIVIL LAW CODIFICATION IN ARGENTINA (1852-1871)²

The current territory of Argentina was formerly a possession of the Spanish crown in America. Historically, it has been referred to as Río de la Plata, named after the main river artery that crosses through the territory, and that serves as a channel for commerce and transportation with the northern regions of South America. In 1516, Juan Díaz de Solís led the first European expedition that arrived at Río de la Plata.³ In 1776, the territory mainly consisted of the newly created Viceroyalty of Río de la Plata.⁴ During the following century, the inhabitants of Río de la Plata joined the other independence movements that arose in South America as a result mainly of the deposition of the Spanish King Fernando VII.⁵ In May 1810, a short but intense revolution overthrew the local Viceroy, who was then replaced by members of a first junta.⁶ Independence was finally declared on July 9, 1816.⁷ The Argentine Constitution was signed in 1853 and was based, amongst others, on Spanish antecedents and US

2. For a study that addresses different aspects of that codification period in Argentina, however not limited to civil law, see 10 RICARDO LEVENE, *HISTORIA DEL DERECHO ARGENTINO* 523-666 (1958).

3. DAVID ROCK, *ARGENTINA, 1516-1987: FROM SPANISH COLONIZATION TO ALFONSÍN* 8 (rev. ed. 1987).

4. DANIEL K. LEWIS, *THE HISTORY OF ARGENTINA* 31 (2003).

5. WILLIAM WARREN SWEET, *A HISTORY OF LATIN AMERICA* 140-146, 145 (rev. ed. 1929).

6. Amongst the copious bibliography on the periods covering the Argentine revolution and independence, see the early and widely circulated—though also contested—account by Luis L. Domínguez (LUIS L. DOMÍNGUEZ, *HISTORIA ARGENTINA* 201-238 (1861)).

7. *Id.* at 398-411.

constitutional principles.⁸ The Constitution adopted a federal system of government with a tri-partite division of powers, encompassing a legislature, a judicial branch, and an executive office led by a president.⁹

A. First Codification Attempts

The first attempts towards civil-law codification¹⁰ in Río de la Plata were undertaken in 1852;¹¹ when the head of government, Justo José de Urquiza, issued a decree ordering the appointment of drafters to work on civil, commercial, criminal, and procedural codes.¹² These codes needed to be produced contemporaneously with a national constitution, the dispositions of which would have had a role in implementing.¹³ Lorenzo Torres was initially appointed to draft the civil code, but due to health problems he had to decline, being replaced by Dalmacio Vélez Sarsfield (Vélez), who at that time did not succeed in producing a draft.¹⁴ In addition, one year later, the Argentine Constitution required the national legislative branch to deliver civil, commercial, criminal, and mineral codes.¹⁵ This first attempt at codification in the area of civil law was interrupted because the province of Buenos Aires seceded from the rest of Argentina.¹⁶

A few years later, the constitutional reform of 1860 reflected the reunion of the province of Buenos Aires with the rest of Argentina.¹⁷ In the period of secession, however, the province of Buenos Aires had seen renewed efforts aimed at codifying the civil law.¹⁸ In 1857, the government in Buenos Aires had authorized expenditure for the drafting of civil, criminal, and procedural codes.¹⁹ Marcelo Gamboa and

8. Viviana Kluger, *Argentina*, in 1 THE OXFORD INTERNATIONAL ENCYCLOPEDIA OF LEGAL HISTORY 215, 216 (Stanley N. Katz ed., 2009).

9. See the complete text of the Constitution of 1853, available at Constitución de la Confederación Argentina, 1852-1880 A.D.L.A. 9-33 (Arg.).

10. Previous efforts were undertaken in the area of commercial law in 1824, with the drafting of a project of a Commercial Code. See VÍCTOR TAU ANZOÁTEGUI, LA CODIFICACIÓN EN LA ARGENTINA (1810-1870): MENTALIDAD SOCIAL E IDEAS JURÍDICAS 125 (1977).

11. 2 ABELARDO LEVAGGI, MANUAL DE HISTORIA DEL DERECHO ARGENTINO 265 (1987).

12. *Id.*

13. TAU ANZOÁTEGUI, *supra* note 10, at 314.

14. 2 LEVAGGI, *supra* note 11, at 265.

15. Section 64, Paragraph 11. Spanish text of the Argentine Constitution of 1853 available at Constitución de la Confederación Argentina, *supra* note 9, at 21. See TAU ANZOÁTEGUI, *supra* note 10, at 319.

16. 2 LEVAGGI, *supra* note 11, at 265.

17. TAU ANZOÁTEGUI, *supra* note 10, at 340.

18. See, generally, *id.* at 324-340.

19. 2 LEVAGGI, *supra* note 11, at 265.

Mercelino Ugarte had been appointed to prepare the first of these codes, and the latter had started to prepare a draft; financial constraints, however, meant this work was soon interrupted.²⁰ The main sources of inspiration for Ugarte were the draft of a civil code prepared for Uruguay in 1852 by Eduardo Acevedo and the book of concordances by Florencio García Goyena.²¹

B. Civil Code of 1871

In 1864, Vélez was appointed to draft a civil code for Argentina.²² The Argentine Congress approved this draft without parliamentary debate²³ on September 25, 1869, and it came into force on January 1, 1871.²⁴ The Argentine Code had 4051 articles and was divided into two preliminary titles and four books: Preliminary Title I “Of laws” [legislative acts] (*De las leyes*), Preliminary Title II “Of the manner of counting intervals of the law” (*Del modo de contar los intervalos del derecho*), Book I “Of persons” (*De las personas*), Book II “Of personal rights in civil relations” (*De los derechos personales en las relaciones civiles*), Book III “Of real rights” (*De los derechos reales*), and Book IV “Of real and personal rights-dispositions in common” (*De los derechos reales y personales - disposiciones communes*).²⁵ Argentina replaced that text only on August 1, 2015, by means of the adoption of a Civil and Commercial Code. The 1871 text, however, had been subject to partial revisions:²⁶ Examples of those revisions are, the 1889 alteration in the text, introducing civil marriage; the reform of 1968,²⁷ under the direction of Guillermo A. Borda, introducing principles of social solidarity²⁸ and

20. *Id.* See also RICARDO ZORRAQUÍN BECÚ, MARCELINO UGARTE. 1822-1872. UN JURISTA EN LA ÉPOCA DE LA ORGANIZACIÓN NACIONAL (1954).

21. 2 LEVAGGI, *supra* note 11 at 265. On the work of García Goyena see *infra* III.B.

22. 2 LEVAGGI, *supra* note 11, at 266.

23. *Id.* at 269. See also JORGE CABRAL TEXO, HISTORIA DEL CÓDIGO CIVIL ARGENTINO 156-178 (1920).

24. Law No. 340, Sept. 29, [I] A.D.L.A. 496-905 (Arg.).

25. See Law No. 340, *supra* note 24, at 496-905.

26. 1 JORGE JOAQUÍN LLAMBÍAS, TRATADO DE DERECHO CIVIL PARTE GENERAL 199-203 (6th ed. 1975).

27. Approved by Law No. 17,711, dated April 22, 1968. 1 GUILLERMO A. BORDA, TRATADO DE DERECHO CIVIL PARTE GENERAL 143 (9th ed. 1987).

28. 2 LEVAGGI, *supra* note 11, at 271.

modifying 204 articles;²⁹ and a more recent reform on same-sex marriage.³⁰

1. Sources of the Argentine Code

Vélez was able to identify materials for his projected civil code from many sources: laws, drafts of codes, codes, commentaries, and scholarly works that could serve him as guides.³¹ Like other drafters, he used the ideas and codes that existed at the time.³² He was especially interested—as were Andrés Bello in Chile, Teixeira de Freitas in Brazil, and Louis Moreau-Lislet in Louisiana—in the jurists and works that had been able to theorize on modern law while building from the principles of Roman law.³³ Finally, Vélez added to those initial materials the identification of mores, uses, and customs.³⁴

A distinction between the uses that codifiers made of sources is hereby needed. Abelardo Levaggi explained it by stating that material sources (also called ideological or indirect) differ from formal sources (also called literal or direct).³⁵ The first type encompasses doctrines, ideas, or solutions that may be expressed in either outmoded or modern terminology. The second type encompasses formulas that limit themselves to express or simply to translate those ideas. For example, in Argentina, material sources could be extracted from the *Corpus iuris civilis* and the *Siete Partidas*. Such legal provisions were not incorporated into the Argentine Code in their original wording, however, but revised, with wording often taken from contemporary works that served as formal sources. On many occasions, therefore, formal sources ‘dressed’ in modern language substantive ideas that were considered universal.³⁶

29. Guillermo Antonio Borda, *La Reforma de 1968 al Código Civil Argentino*, in 2 EL CÓDIGO CIVIL DEL SIGLO XXI (PERÚ Y ARGENTINA) 1445 (Muñiz Ziches et al. coord. 2000).

30. Same-sex marriage was adopted in Argentina by Law No. 26,618, dated July 15, 2010. Text available at: <http://servicios.infoleg.gob.ar/infolegInternet/anexos/165000-169999/169608/norma.htm> (last visited February 12, 2020).

31. Raymundo Salvat, *El Código Civil Argentino (Estudio General). Historia, Plan o Método y Fuentes*, VII REVISTA ARGENTINA DE CIENCIAS POLÍTICAS 420, 436 (1913).

32. ABELARDO LEVAGGI, DALMACIO VÉLEZ SARFIELD, JURISCONSULTO 180 (2005).

33. *Id.*

34. 1 RAYMUNDO SALVAT, TRATADO DE DERECHO CIVIL ARGENTINO: PARTE GENERAL 132 (1950).

35. LEVAGGI, *supra* note 32, at 181.

36. *Id.*

Vélez was very familiar with Roman law and Spanish legislation. Due to the archaic nature of these texts, he looked for direct and modern models that would reproduce their ideas, such as the project of a civil code for Brazil by Teixeira de Freitas, the *Code Napoléon*, the *Concordancias, Motivos y Comentarios del Código Civil Español*³⁷ (the Concordancias) by García Goyena, the Civil Code of Chile by Bello,³⁸ and the Louisiana Code. Without intending to be exhaustive, the following list includes some of the different sources that Vélez mentioned in his civil code: (i) positive law and drafts: the *Corpus Iuris Civilis*,³⁹ the *Novísima Recopilación*,⁴⁰ the *Siete Partidas*;⁴¹ principles of canon law;⁴² the project of a civil code for the state of New York;⁴³ the codes of Austria,⁴⁴ Baden,⁴⁵ Bavaria,⁴⁶ Belgium,⁴⁷ Sardinia,⁴⁸ Fribourg,⁴⁹ Haiti,⁵⁰ Holland,⁵¹ Italy,⁵² Naples,⁵³ Norway,⁵⁴ Prussia,⁵⁵ Russia,⁵⁶ Sweden,⁵⁷ and Vaud,⁵⁸ and (ii) doctrinal works by Charles Aubry and Frédéric-Charles Rau,⁵⁹ William Blackstone,⁶⁰ Charles Demolombe,⁶¹ Jean Domat,⁶² Alexandre Duranton,⁶³ Johann G. Heineccius,⁶⁴ James

37. 1-4 FLORENCIO GARCÍA GOYENA, CONCORDANCIAS, MOTIVOS Y COMENTARIOS DEL CÓDIGO CIVIL ESPAÑOL (1852).

38. Ricardo Zorraquín Becú, *La recepción de los derechos extranjeros en la Argentina durante el siglo XIX*, 4 REVISTA DE HISTORIA DEL DERECHO, 325, 350 (1976).

39. *v.gr.*, note to article 2913 of the Argentine Code in Law No. 340, *supra* note 24, at 773.

40. Note to article 2074, *id.* at 697.

41. Note to article 455, *id.* at 546.

42. Note to article 14, *id.* at 507.

43. Note to article 2538, *id.* at 741.

44. Note to article 19, *id.* at 508.

45. Note to article 22, *id.* at 508.

46. Note to article 1640, *id.* at 662.

47. Note to article 167, *id.* at 524.

48. Note to article 21, *id.* at 508.

49. Note to article 275, *id.* at 532.

50. Note to article 325, *id.* at 536.

51. Note to article 462, *id.* at 547.

52. Note to article 1198, *id.* at 625.

53. Note to article 21, *id.* at 508.

54. Note to article 325, *id.* at 536.

55. Note to article 19, *id.* at 508.

56. Note to article 167, *id.* at 524.

57. Note to article 325, *id.* at 536.

58. Note to article 459, *id.* at 547.

59. Note to article 1074, *id.* at 615.

60. Note to article 167, *id.* at 524.

61. Note to article 2680, *id.* at 753.

62. Note to article 1198, *id.* at 625.

63. Note to article 1065, *id.* at 614.

64. Note to article 2182, *id.* at 706.

Kent,⁶⁵ Jean-Marie Pardessus,⁶⁶ Robert J. Pothier,⁶⁷ Friedrich C. Savigny,⁶⁸ Juan A. Seoane,⁶⁹ Joseph Story,⁷⁰ Raymond-Théodore Troplong,⁷¹ Arnold Vinnius,⁷² and Karl S. Zachariae von Lingenthal.⁷³ Even though French authors and the codes that followed the *Code Napoléon* seem to predominate, the list reflects that Vélez did not limit himself to follow one stream of thought, and that his very diverse sources helped him create an eclectic code. The list also helps demonstrate that most sources used to draft the Argentine Code, were, to some extent, following, studying, or analyzing Roman law.

2. Notes to the Articles of the Argentine Code

The Argentine Code included notes for many of its 4051 articles. These notes were not part of the positive law, and were intended to inform readers about the genesis of the thoughts of Vélez.⁷⁴ Therefore, they were an element that helped understand and judge the value of the articles, in a way similar to an *exposé des motifs* and legislative history.⁷⁵ The notes are useful as an additional element in interpreting a codified provision,⁷⁶ and serve as guides or auxiliaries when studying articles, although in some cases they may generate confusion.⁷⁷ The notes can also be useful in determining the juridical, economic, or philosophical position that inspired the Argentine Code.⁷⁸

65. Note to article 3136, *id.* at 800.

66. Note to article 2680, *id.* at 753.

67. Note to article 1650, *id.* at 663.

68. Note to article 3283, *id.* at 813.

69. Note to article 166, *id.* at 524.

70. Note to article 9, *id.* at 506.

71. Note to article 1186, *id.* at 625.

72. Note to article 3108, *id.* at 795.

73. Note to article 338, *id.* at 537.

74. Luis Moisset de Espanés, *Reflexiones sobre las notas del código civil argentino*, in V STUDI SASSARESI 448 (1981).

75. LEVAGGI, *supra* note 32, at 209.

76. MANUEL OSVALDO COBAS & JORGE ALBERTO ZAGO, *La influencia de las 'notas' del código civil en la ciencia del derecho argentino y latinoamericano*, in DALMACIO VÉLEZ SANSFIELD E IL DIRITTO LATINOAMERICANO 146-147 (Sandro Schipani coord. 1991).

77. 1 RODOLFO RIVAROLA, INSTITUCIONES DEL DERECHO CIVIL ARGENTINO: PROGRAMA DE UNA NUEVA EXPOSICIÓN DEL DERECHO CIVIL 12 (1901).

78. COBAS & ZAGO, *supra* note 76, at 148.

The notes may have been generated as a response to a letter that the Minister Eduardo Costa sent to Vélez on October 20, 1864.⁷⁹ The letter reads in part:

To guaranty the success of a work of this nature [*i.e.*, civil code], that we can say will make a mark in the life of societies, the President desires that the project entrusted to the recognized abilities of doctor Vélez contains all the necessary background for its discussion.

[The President] believes that it would be very convenient that articles are annotated with the correspondences or discrepancies with the provisions of the law established in the current codes of the Nation, together with their conformity or disagreement with the civil codes of the main nations of the world.

[The President] also considers that it would result in a more effective understanding if doctor Vélez would set out in an independent work the reasons for those main resolutions that alter the present law and the fundamental reasons of the new dispositions that he very probably has judged necessary when raising our legislation, that had been for long left stationary, to the standards of progress of civilization and science.⁸⁰

Underlying the request by Costa was probably the desire to have compiled a work similar to the *Concordancias* of García Goyena.⁸¹ Vélez, however, did not produce such a work. He referred to the existence of the notes in a letter to Costa dated June 21, 1865, enclosing with it the first book of his civil code. The letter reads in part:

I believe the work is accomplished as your Excellency has requested. I indicated the concordances between the articles of each title and the current laws and the codes of Europe and America, for an easier and more illustrated discussion of the draft.

On occasions I had the need of including long notes in articles that solved archaic and serious matters that had been under debate by jurists or when it was necessary to legislate in areas of law that needed to be moved from doctrine and turned into law.⁸²

79. *Id.* at 144.

80. CABRAL TEXO, *supra* note 23, at 77-78; and LEVAGGI, *supra* note 32, at 204.

81. LEVAGGI, *supra* note 32, at 204.

82. DALMACIO VELEZ SANSFIELD, PROYECTO DE CÓDIGO CIVIL PARA LA REPÚBLICA ARGENTINA—LIBRO PRIMERO v (1865). See also, LEVAGGI, *supra* note 32, at 204 and 310.

Two observations must now be made on the notes. First, they do not always indicate the sources, due to silence or due to the error of the codifier. Second, at least one third of the articles do not have notes.⁸³

III. REFERENCES TO LOUISIANA IN THE ARGENTINE CODE

Early steps had been taken in Louisiana towards the preservation of continental European principles in the regulation of private law. On March 31, 1808, the legislative body of Louisiana promulgated the *Digest of the Civil Laws now in force in the territory of Orleans* (Digest of 1808).⁸⁴ It consisted of 2160 articles, and was divided into a Preliminary Title “Of the general definitions of rights and the promulgation of the laws;” and three books: Book I “Of persons,”⁸⁵ Book II “Of things or estates,”⁸⁶ and Book III “Of the different manners of acquiring the property of things.”⁸⁷ The Digest of 1808 was drafted in French and then translated into English.⁸⁸ It did not, however, completely repeal the civil laws that had existed in Louisiana.⁸⁹ In 1817, Pierre Derbigny decided as judge in the case of *Cottin v. Cottin*⁹⁰ that the laws that were not contrary to the Digest of 1808 had not been repealed with

83. Carlos J. Rodríguez, *La redacción de los códigos: Necesidad de la indicación de la fuente de sus artículos*, XVII-XVI REVISTA DEL COLEGIO DE ABOGADOS DE BUENOS AIRES 191 (1938).

84. A DIGEST OF THE CIVIL LAWS NOW IN FORCE IN THE TERRITORY OF ORLEANS, WITH ALTERATIONS AND AMENDMENTS ADAPTED TO ITS PRESENT SYSTEM OF GOVERNMENT (1808).

85. Book I had ten titles (*i.e.*, of the distinction of persons, and the privation of certain civil rights in certain cases; of domicil and the manner of changing the same; of absent persons; of husband and wife; of the separation from bed and board; of master and servant; of father and child; of minors, of their tutorship, curatorship and emancipation; of persons insane, idiots, and other persons incapable of administering their estate; and of communities or corporations). The text of the Digest of 1808 is available at www.law.lsu.edu/digest (last visited February 12, 2020).

86. Book II had four titles (*i.e.*, of things or estates; of absolute ownership; of usufruct, use and habitation; and of predial services or services of land). *Id.*

87. Book III had a preliminary title (*i.e.*, on general dispositions) and 21 titles (*i.e.*, of successions; of donations inter vivos and mortis causa; of contracts and of conventional obligations in general; of engagements formed without agreements, or of quasi contracts and quasi offences; of marriage contract; of sale; of exchange; of letting and hiring; of partnership; of loan; of deposit and sequestration; of aleatory contracts; of mandate or commission; of suretyship; of transactions; of respite; of compromises or arbitration; of pledge; of privileges and mortgages; of occupancy, possession and prescription; and of the title by judgment or seizure). *Id.*

88. E.B. Dubuisson, *The Codes of Louisiana (Originals Written in French; Errors of Translation*, LOUISIANA BAR ASSOCIATION ANNUAL REPORT 143 (1924); and John M. Shuey, *Civil Codes-Control of the French Text of the Code of 1825*, 3 LA. L. REV. 452 (1941).

89. RICHARD HOLCOMBE KILBOURNE, A HISTORY OF THE LOUISIANA CIVIL CODE: THE FORMATIVE YEARS 1803-1839 62 (1987).

90. *Cottin v. Cottin*, 1819, 5 Mart. (o.s.) 93.

its enactment.⁹¹ Hence, the interpretation of the courts showed that there was uncertainty about the preservation of the Spanish, French, and Roman laws.⁹² This uncertainty led the local legislature to appoint Pierre Derbigny, Edward Livingston, and Moreau-Lislet to work on a revision.⁹³ The drafters presented their Preliminary Report before the local legislature in February 1823.⁹⁴ Their further revision resulted in the adoption of the Louisiana Code, on April 12, 1824, when the local legislature ordered the printing and promulgation of the revised text with the proposed changes.⁹⁵ The new text had 3522 articles, and was entitled *Civil Code of the State of Louisiana*.⁹⁶ The structure of the Louisiana Code was similar to that of other nineteenth-century codes, having a Preliminary Title “Of the general definitions of rights and the promulgation of the laws;” and three books: Book I “Of persons,”⁹⁷ Book II “Of things and of the different modifications of property,”⁹⁸ and Book III “Of the different modes of acquiring the property of things.”⁹⁹ Codification of the civil law continued to develop in Louisiana well

91. *Id.*

92. SHAEL HERMAN, *THE LOUISIANA CIVIL CODE: A HUMANISTIC APPRAISAL* 26 (1981).

93. A first decision was taken to appoint three jurists, according to an act of the local legislative body. See 1822 La. Acts 108.

94. Edward Livingston et al., *To the honorable the senate and house of representatives of the state of Louisiana*, in 1 LOUISIANA LEGAL ARCHIVES lxxxvi (1937).

95. 1824 La. Acts 172; and KATE WALLACH, *RESEARCH IN LOUISIANA LAW* 48 (1960). Derbigny, at that time Secretary of State, issued a certificate of promulgation on May 20, 1825, indicating that the new text would take effect one month later. Nevertheless, the Louisiana Supreme Court stated that the code had been promulgated on different dates in different parts of the state. John H. Tucker, jr. *Source Books of Louisiana Law—Part I: Civil Code*, 6 TUL. L. REV. 280, 288-289 (1931); A.N. Yiannopoulos, *The Civil Codes of Louisiana*, in 1 WEST’S LOUISIANA CIVIL CODE II, lviii (Yiannopoulos ed. 2008); and WALLACH, *id.*

96. CIVIL CODE OF THE STATE OF LOUISIANA (1825).

97. Book I had ten titles (*i.e.*, of the distinction of persons; of domicil and the manner of changing the same; of absentees; of husband and wife; of the separation from bed and board; of master and servant; of father and child; of minors, of their tutorship, curatorship and emancipation; of persons insane, idiots and other persons incapable of administering their estates; and of corporations). *Id.*

98. Book II had six titles (*i.e.*, of things; of ownership; of usufruct, use and habitation; of predial servitudes or servitudes of land; of fixing the limits, and surveying of lands; and of new works, the erection of which can be stopped or prevented). *Id.*

99. Book III had a preliminary title (*i.e.*, general dispositions) and 24 titles (*i.e.*, of successions; of donations inter vivos and mortis causa; of obligations; of conventional obligations; of quasi-contracts, and of offences and quasi-offences; of the marriage contract, and of the respective rights of the parties in relation to their property; of sale; of exchange; of letting and hiring; of rents and annuities; of partnership; of loan; of deposit and sequestration; of aleatory contracts; of mandate; of suretyship; of transaction or compromise; of respite; of arbitration; of pledge; of privileges; of mortgages; of occupancy, possession and prescription; and of the signification of sundry terms of law employed in this code). *Id.*

during the rest of the nineteenth and all of the twentieth centuries. Endeavors towards revision of the Louisiana Code were undertaken in 1870, 1908, and, have been ongoing since 1970, through the work of the Louisiana State Law Institute.¹⁰⁰

The Louisiana Code proved an important source for the Argentine codification. There are 295 notes to the Argentine Code that include references to the Louisiana Code. The catalogue of Vélez's library, however, does not include an entry for the North American text.¹⁰¹ Notwithstanding, he could have held a copy of the Louisiana Code during the drafting process, either through a bookseller or friends living abroad. Vélez's library demonstrates that he could work with a variety of sources. It included law books of diverse origins, including Anglo-Saxon, Argentine, Brazilian, Castilian, Germanic, Roman, and Uruguayan law. French law and commentaries on the *Code Napoléon* outnumbered the other items of the library.¹⁰²

Vélez also had easy access to sources, particularly the articles of the Louisiana Code, through a set of works that provided concordances between the different civil codes at that time. These works were essential tools for the drafters of civil codes around the world, especially in Latin America.¹⁰³ Amongst the works of concordances, it is possible to mention the *Concordance entre les Codes civils étrangers et le Code Napoléon*¹⁰⁴ (Concordance) of 1840, in French and by Fortuné Anthoine de Saint-Joseph; and the Concordancias of 1852,¹⁰⁵ in Spanish, by Florencio García Goyena. This second work is listed in Vélez's library catalogue.¹⁰⁶

A. *The Concordance*

The Concordance greatly eased the labor of drafters of civil codes and the work of those interested in comparative law as it provided a

100. Agustín Parise, *A Constant Give and Take: Tracing Legal Borrowings in the Louisiana Civil Law Experience*, 35 SETON HALL LEGIS. J. 1, 21-29 (2010).

101. BIBLIOTECA MAYOR, CATÁLOGO DE LA DONACIÓN DE VÉLEZ SARFIELD (1980).

102. *Id.*

103. See, generally, Rolf Knütel, *Influences of the Louisiana Civil Code in Latin America*, 70 Tul. L. Rev. 1445 (1996).

104. ANTHOINE DE SAINT-JOSEPH, CONCORDANCE ENTRE LES CODES CIVILS ETRANGERS ET LE CODE NAPOLEON (1840). As developed *infra*, there was also an edition in four volumes, of 1856, 1-4 ANTHOINE DE SAINT-JOSEPH, CONCORDANCE ENTRE LES CODES CIVILS ETRANGERS ET LE CODE NAPOLEON OUVRAGE TERMINE ET PUBLIE PAR M. A. DE SAINT-JOSEPH (1856).

105. 1-4 GARCÍA GOYENA, *supra* note 37.

106. BIBLIOTECA MAYOR, *supra* note 101, at 54.

panorama of universal legislation.¹⁰⁷ It enjoyed remarkable success, and copies were quickly available worldwide.

The first edition was drafted by Fortuné Anthoine de Saint-Joseph and published in Paris and Leipzig in 1840.¹⁰⁸ It including amongst its legal texts a 126 pages chart that reproduced and helped to compare the texts of the *Code Napoléon*, with the texts of the Louisiana Code and texts from Austria, Bavaria, Holland, the Kingdom of the Two Sicilies, Sardinia, Prussia, and Vaud.¹⁰⁹ Further, it offered a historical introduction on every code it included. According to Saint-Joseph, this was fundamental reading for a better understanding and interpretation of the legal texts.¹¹⁰

The second edition of the Concordance was published in Paris in 1856, including many additions.¹¹¹ Arthur de Saint-Joseph, son of the author of the first edition, expanded the work from one to four volumes. The first of these included an introduction,¹¹² an historical account on European codification,¹¹³ and a preliminary note on the legal texts it included.¹¹⁴ In addition, a chart was included that helped to compare the texts of the *Code Napoléon* with those of six contemporary legal texts.¹¹⁵ The third¹¹⁶ and fourth¹¹⁷ volumes also included references to a variety of texts, but without the use of comparative charts and through individual transcriptions. The second volume followed the same format as the two

107. See PEDRO LEÓN, *EL CÓDIGO DE PRUSIA COMO FUENTE DEL CÓDIGO CIVIL ARGENTINO* 42 (1946).

108. Knütel states that there is an 1842 edition, including very few alterations. Knütel, *supra* note 103, at 1449.

109. SAINT-JOSEPH (1840), *supra* note 104; and Agustín Parise, *The Place of the Louisiana Civil Code in the Hispanic Civil Codifications: Inclusion in the Comments to the Spanish Civil Code Project of 1851*, 68 *LA. L. REV.* 823, 825 (2008).

110. The text reads in French: *cet historique des codes étrangers était un avant-propos indispensable pour préparer à leur intelligence*. SAINT-JOSEPH (1840), *supra* note 104, at viii.

111. 1 SAINT-JOSEPH (1856), *supra* note 104, at cover page.

112. *Id.* at v-xcviii.

113. *Id.* at xcix-cxl.

114. *Id.* at cxli-cxlvii.

115. *i.e.*, the texts from Austria, the Kingdom of the Two Sicilies, Bavaria, Vaud, and Sardinia; and provisions from, what the author called, the German common law. 1 SAINT-JOSEPH (1856), *supra* note 104, at 1-239.

116. *i.e.*, texts from Norway; Parma, Piacenza, and Guastalla; Poland; Portugal; Prussia; Russia; Saxony; Saxe-Weimar; Serbia; Sweden; and Switzerland, which was divided in the cantons of Appenzell and Aargau. 3 SAINT-JOSEPH (1856), *supra* note 104, at 1-580.

117. *i.e.*, texts from the cantons of Basel, Bern, Fribourg, Geneva, Glarus, Grisons, Lucerne, Neuchâtel, Saint Gallen, Solothurn, Ticino, Valais, and Zurich. That volume also included texts from Tuscany, Turkey, Venezuela, and Württemberg. 4 SAINT-JOSEPH (1856), *supra* note 104, at 1-611.

later volumes, included the text of the Louisiana Code,¹¹⁸ and it also contained a variety of other legal texts.¹¹⁹ In addition, it prefaced the transcriptions of the legal texts with background information.

The Concordance was popular in Spain and Latin America. In Spain, during the early 1840s, French copies of the Concordance were highly regarded there,¹²⁰ stimulating publication in 1843 of a Spanish translation of the first edition by Fermín Verlanga Huerta and Juan Muñiz Miranda, who followed the format of the original.¹²¹ The Concordance, in both its French and Spanish versions, also soon reached Latin America. For example, passages from the Spanish version of the Concordance were included in the journal *El Plata Científico y Literario*, which was published in Río de la Plata.¹²²

B. *The Concordancias*

A draft civil code for Spain (Spanish Project) was completed in May 1851.¹²³ The work had been led by Florencio García Goyena, and the draft, with 1992 articles,¹²⁴ was said to follow the model of the *Code Napoléon*.¹²⁵ The Spanish Project contained a Preliminary Title “Of laws [legislative acts] and their effects, and of the general rules for their application” (*De las leyes y sus efectos, y de las reglas generales para su aplicación*). The Preliminary Title was followed by three books: Book I “Of persons” (*De las personas*), Book II “Of the division of things and of ownership” (*De la división de los bienes y de la propiedad*), and Book III “Of the modes of acquiring ownership” (*De los modos de adquirir la*

118. 2 SAINT-JOSEPH (1856), *supra* note 104, at 459-573.

119. *i.e.*, texts from Baden, Belgium, Bolivia, Brazil, Brunswick, Denmark, Frankfurt am Main, Great Britain, Greece, Haiti, Hamburg, Hanover, Holland, Ionian Islands, Malta and Modena, Roman states, South America, Spain (with a reference to the Concordancias), and the US. 2 SAINT-JOSEPH (1856), *supra* note 104, at 1-458 and 574-640.

120. FERMIN VERLANGA HUERTA & JUAN MUÑIZ MIRANDA, CONCORDANCIA ENTRE EL CÓDIGO CIVIL FRANCÉS, Y LOS CÓDIGOS CIVILES ESTRANEROS iv (2d ed. 1847).

121. FERMIN VERLANGA HUERTA & JUAN MUÑIZ MIRANDA, CONCORDANCIA ENTRE EL CÓDIGO CIVIL FRANCÉS, Y LOS CÓDIGOS CIVILES ESTRANEROS (1843).

122. The complete Spanish title was *El Plata Científico y Literario. Revista de los Estados del Plata sobre Legislación, Jurisprudencia, Economía-Política, Ciencias Naturales y Literatura*. The historical introduction was published in two instalments and the chart was published in five instalments, being interrupted in article 454 of the *Code Napoléon*. See, 1-5 EL PLATA CIENTÍFICO Y LITERARIO (Miguel Navarro-Viola dir. 1854-1855).

123. JOSÉ MARÍA ANTEQUERA, HISTORIA DE LA LEGISLACIÓN ESPAÑOLA 488 (1874). See, generally, Parise, *supra* note 109.

124. 4 GARCÍA GOYENA, *supra* note 37, at 341.

125. 1 ALFONSO GARCÍA GALLO, MANUAL DE HISTORIA DEL DERECHO ESPAÑOL 103 483 (10th ed. 1984).

propiedad). Each book was divided into titles, chapters, sections, and where relevant, paragraphs. Although the Spanish Project never achieved the status of law, it provided the foundation for the Spanish Civil Code of 1889.¹²⁶

The Concordancias were one of the most important scholarly Spanish-language legal productions of the nineteenth century. In 1852, Florencio García Goyena found justification for the publication of the Concordancias in the discussions and debates that had taken place during the drafting of the Spanish Project.¹²⁷ In four volumes, the Concordancias followed the Spanish Project and aimed to include the legal-historical background for each proposed article.¹²⁸ It guided the reader through the text of the Spanish Project, which was given in its entirety, with scholarly analysis following each article. The first three volumes included appendices that further elaborated and developed scholarly analysis, while the fourth included both an outline of the Spanish Project¹²⁹ and an alphabetical index of the topics covered throughout the four volumes.¹³⁰

García Goyena referred to several civil codes and legislation. The most frequent references were made to the Louisiana Code; the civil codes of Austria, Bavaria, Holland, the Kingdom of the Two Sicilies, Prussia, Sardinia, Vaud, and Württemberg; the *Code Napoléon*; the proceedings of the Council of Trent; the *Corpus Iuris Civilis*; the *Fuero Juzgo*; the *Fuero Real*; the Institutes of Gaius; the *Siete Partidas*; the *Novísima Recopilación*; and the *Recopilación*. García Goyena worked with the Concordance when drafting his Concordancias, and this explains the similarity in sources included in both works. For example, the note to article 743 of the Spanish Project reads: “In the work entitled ‘Concordance between Foreign Civil Codes and the Code Napoléon’ [i.e., Concordance] can be read that . . .”¹³¹

The Louisiana Code occupied an important place in the drafting of the Spanish Project, which referred to it in almost all the areas of law with which it dealt. Thus, the drafters in Spain always considered the Louisiana text, either following or rejecting it. The Louisiana Code was mentioned in more than one thousand notes to the articles of the Concordancias. It competed with the *Code Napoléon* and the civil codes

126. See, generally, Regina Gaya Sicilia, *La influencia del Código civil de la Luisiana en la codificación civil española*, LXIII-2 ANUARIO DE DERECHO CIVIL ESPAÑOL 719 (2010).

127. 1 FELIPE SÁNCHEZ ROMÁN, ESTUDIOS DE DERECHO CIVIL 529 (1899).

128. 1 GARCÍA GOYENA, *supra* note 37, at 5.

129. *Id.* at 345-358.

130. 4 GARCÍA GOYENA, *supra* note 37, at 361-479.

131. 2 GARCÍA GOYENA, *supra* note 37, at 166.

of Holland and Vaud in the total number of references to it. Yet, these references to Louisiana were mixed, as they sometimes mentioned Louisiana as a positive source of inspiration, and at other times mentioned that the Louisiana provision was different from the approach chosen by Spain.

The Concordancias circulated widely in both Spain and Latin America. The Spanish Project was one of the major sources of inspiration that the codifiers followed in drafting the Civil Code of Spain of 1889.¹³² In Latin America, the Concordancias were an inspiration for codifiers such as Vélez and Bello. Vélez made express references to the Concordancias, in the notes to the different articles of the Argentine Code,¹³³ he also did so in the letter of remission of the First Book of his code to the Minister Costa.¹³⁴ The Civil Code of Chile of 1855 also found inspiration in the Concordancias, where the Venezuelan jurist Bello closely followed the provisions of the Concordancias in drafting.¹³⁵ The codes from Argentina and Chile were also to be a source of inspiration for many later endeavors in codification in Latin American jurisdictions that replicated their provisions.¹³⁶

IV. STUDIES ON THE REFERENCES TO THE LOUISIANA CODE IN THE ARGENTINE CODE

Scholars, mainly in Argentina, have studied the references and allusions to the Louisiana Code found in the notes to the Argentine Code. The results and conclusions of those studies differ significantly in their scope and cannot be considered exhaustive.

A. *Luis Vicente Varela*

Works that analyzed and commented on the merits and sources of the Argentine Code started to be published soon after its enactment. In the period 1873-1875,¹³⁷ Luis Vicente Varela published his 'Concordances and Principles of the Argentine Civil Code' (*Concordancias y fundamentos del Código Civil argentino*),¹³⁸ in 16

132. See, generally, Gaya Sicilia, *supra* note 126.

133. *v.gr.*, note to article 186 of the Argentine Code. See Law No. 340, Sept. 29, [I] A.D.L.A. 526 (Arg.).

134. LEVAGGI, *supra* note 32, at 310.

135. 1 VICTORIO PESCIO VARGAS, *MANUAL DE DERECHO CIVIL* 115 (1978).

136. See, generally, Parise, *supra* note 109.

137. ABEL CHÁNETON, *HISTORIA DE VÉLEZ SÁRSFIELD* 502-503 (reprint 1969).

138. 1-2 LUIS V. VARELA, *CONCORDANCIAS Y FUNDAMENTOS DEL CÓDIGO CIVIL ARGENTINO* (1873).

volumes, it covered the analysis and sources of the first 1260 articles of the Argentine Code.¹³⁹ Varela aimed to reproduce in full the texts that Vélez had cited and consulted when drafting the Argentine Code.¹⁴⁰ However, he did not limit himself to transcribing the sources specifically cited by Vélez. On occasions, he reproduced *verbatim* transcriptions from foreign codes that he understood as having a relationship to the Argentine articles, even when Vélez had omitted references to them.¹⁴¹ For example, though Vélez had been silent,¹⁴² Varela indicated that articles 424 and 430 of the Louisiana Code had been the source for article 37 of the Argentine Code.¹⁴³ Neither of the Louisiana texts are included in the Concordance¹⁴⁴ nor in the Concordancias. Therefore, it can confidently be stated either that Varela had a copy of the Louisiana Code in his hands (probably made possible, together with copies of other sources, by Vélez¹⁴⁵) or that he had access to journals or books that reproduced it.¹⁴⁶

Had Varela's work of translation and paraphrase of the sources that Vélez had used in the drafting of the Argentine Code been completed and not interrupted in article 1260 of the Argentine Code, it would have constituted an exhaustive *opus magnum*¹⁴⁷ that would have rendered unnecessary further studies of the sources of the Argentine Code.

139. Víctor Tau Anzoátegui, 'La Cultura del Código': *Un debate virtual entre Segovia y Sáez*, 26 REVISTA DE HISTORIA DEL DERECHO 539, 542 (1998).

140. *Id.*

141. 1 VARELA, *supra* note 138, at 18.

142. Law No. 340, Sept. 29, [I] A.D.L.A. 510 (Arg.).

143. 2 VARELA, *supra* note 138, at 36. Varela said: "Arts. 424 and 430 of the Louisiana Code, even when not cited by the Argentine codifier, support the text of article [37], and read . . .," and he then provided a quite complete translation of the Louisiana texts. 2 VARELA, *supra* note 138, at 37.

144. See SAINT-JOSEPH (1840), *supra* note 104, at 25; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 477.

145. Cháneton explains the possible collaboration of the Argentine codifier with Varela. CHÁNETON, *supra* note 137, at 504-505.

146. *v.gr.*, the French journal *Thémis* reproduced articles 424 and 430 of the Louisiana Code. See 8 THEMIS OU BIBLIOTHEQUE DU JURISCONSULTE 204 (1826); and NÉSTOR A. PIZARRO, EL CÓDIGO CIVIL ARGENTINO Y EL CÓDIGO DE LUISIANA (ESTUDIO SOBRE LAS FUENTES LEGISLATIVAS DEL CÓDIGO CIVIL) 16 (1950).

147. ENRIQUE MARTÍNEZ PAZ, DALMACIO VÉLEZ SANSFIELD Y EL CÓDIGO CIVIL ARGENTINO 184 (reprint 2000).

B. *Lisandro Vicente Segovia*

In 1879, Lisandro Vicente Segovia completed his major work on the Argentine Code.¹⁴⁸ The labor had taken ten years;¹⁴⁹ published in 1881, it was entitled ‘Argentine Civil Code (Copy of the Official Edition) with Explicatory and Critical Notes’ (*El Código civil de la República Argentina (cópia de la edición oficial íntegra) con su explicacion y crítica bajo la forma de notas*).¹⁵⁰ The work was well received, not only in Argentina, but also in other parts of the Americas.¹⁵¹ It is cited in almost all studies that have focused on the sources of the Argentine Code, and has gained an undisputed authority in the area. It has been judged the most serious work that has examined all of the Argentine Code.¹⁵²

Segovia undertook a thorough reading of the Argentine Code that resulted in detailed analysis of every article.¹⁵³ He explored the sources and developed critiques of them, while indicating mistakes, concordances, and other relevant comments.¹⁵⁴ On several occasions, Segovia pointed to what he thought were mistaken references to sources by Vélez. For example, he indicated that in article 3077 of the Argentine Code, Vélez had erroneously referred to article 697 of the Louisiana Code.¹⁵⁵ He accordingly noted “incorrect citation,”¹⁵⁶ because the text of Louisiana was not in harmony with that of Argentina.

When referring to the Louisiana Code in the introduction to his work, Segovia said that it was “in accord with the scientific achievements of that time and that it provided several materials for the Code of Bello [Chile], for the *Esbozo* of Freitas [for Brazil], and fifty two articles for the Argentine Code; 32 for Book III and 19 for Book IV.”¹⁵⁷ That number, *fifty-two*, has since been regularly repeated, when referring

148. LISANDRO SEGOVIA, *EL CÓDIGO CIVIL ARGENTINO ANOTADO (OBRA COMPLEMENTARIA DE LOS COMENTARIOS DEL MISMO AUTOR)* vii (1894).

149. CHÁNETON, *supra* note 137, at 500.

150. 1-2 LISANDRO SEGOVIA, *EL CÓDIGO CIVIL DE LA REPÚBLICA ARGENTINA (CÓPIA DE LA EDICIÓN OFICIAL ÍNTEGRA) CON SU ESPLICACION Y CRÍTICA BAJO LA FORMA DE NOTAS* (1881).

151. *v.gr.*, in the 1920s, the conclusions of Segovia were cited in US law reviews. See Charles P. Sherman, *Salient Features of the Argentine Law of Sales*, 14 ILLINOIS L. REV. 617 (1920).

152. CHÁNETON, *supra* note 137, at 499.

153. Tau Anzoátegui, *supra* note 139, at 548.

154. EDWIN MONTEFIORE BORCHARD, *GUIDE TO THE LAW AND LEGAL LITERATURE OF ARGENTINA, BRAZIL AND CHILE* 67 (1917).

155. Law No. 340, Sept. 29, [I] A.D.L.A. 793 (Arg.).

156. 2 SEGOVIA, *supra* note 150, at 317.

157. 1 SEGOVIA, *supra* note 150, at xxii.

to the Argentine articles that found inspiration in the Louisiana Code. However, Segovia never indicated exactly which were those 52 articles, and, indeed, to which book belonged the single article that was in neither Book III nor Book IV. Following each article of the Argentine Code, Segovia indicated what he thought were its sources of inspiration. From examining all his comments, it is clear that he attributed Louisiana as a source to more than the 52 articles he mentioned in his introduction.¹⁵⁸

C. Néstor Pizarro

In 1950, Néstor Pizarro published ‘The Argentine Civil Code and the Louisiana Civil Code: A Study on the Legislative Sources of the Civil Code’ (*El Código Civil Argentino y el Código Civil de Luisiana (Estudio sobre las Fuentes Legislativas del Código Civil)*).¹⁵⁹ This was the first work to look exclusively at Louisiana as a source for the Argentine Code. Pizarro included in his work a short historical introduction to codification in Louisiana, perhaps the first to be published in Argentina. He found inspiration for this account in a letter by judge John Coburn;¹⁶⁰ he also provided a Spanish translation of a work by Benjamin Wall Dart on the history of civil law codification in Louisiana,¹⁶¹ highlighting the fact that there were dispositions on slavery in the Louisiana Code.¹⁶²

Pizarro’s most important contribution was a section of concordances and notes, in which he provided Spanish translations for many articles of the Louisiana Code. Pizarro had, however, worked with an edition of the code that included the changes of 1870, and therefore, when compared with the original version of the Louisiana Code, a number of differences in text and numbering are apparent. In this section, Pizarro indicated that Louisiana was a source for 334 articles of Argentina. As Segovia had also done, Pizarro mentioned that in 56 articles, the Argentine drafter had omitted references to Louisiana (*v.gr.*, 36, 37, 2810). Pizarro, again as Segovia had done, indicated some concordances made by Vélez that he considered incorrect. Pizarro,

158. See, generally 1-2 SEGOVIA, *supra* note 150.

159. PIZARRO, *supra* note 146. Pizarro had previously published his study in a periodical. In 1948, he published the first chapter (Néstor A. Pizarro, *El Código Civil de Luisiana y el Código Civil Argentino*, 35:5 REVISTA DE LA UNIVERSIDAD NACIONAL DE CÓRDOBA 1397 (1948)) and, two years later, chapters II - IV (Néstor A. Pizarro, *El Código Civil de Luisiana y el Código Civil Argentino*, 37:1-2 REVISTA DE LA UNIVERSIDAD NACIONAL DE CÓRDOBA 65 (1950)).

160. PIZARRO, *supra* note 146, at 35-39.

161. *Id.* at 35-38. See the complete work at 1 CIVIL CODE OF THE STATE OF LOUISIANA iii-v (Benjamin Wall Dart ed. 1945).

162. PIZARRO, *supra* note 146, at 39.

however, excluded some articles in which Vélez correctly referred to Louisiana.

Pizarro was able to complete an important first study of the Louisiana Code as a source for that of Argentina. He expressed the view that the Louisiana Code was not a backward-looking text, and concluded that the influence that the Louisiana Code had had in Argentina “was much more intense than can be perceived from a preliminary reading.”¹⁶³

D. *Ricardo Lifsic*

In 1960, Ricardo Lifsic completed his LL.M. studies at Tulane University, with a thesis supervised by Thomas S. Currier,¹⁶⁴ that made a comparative study of partnership in the Argentine and Louisiana codes.¹⁶⁵ Lifsic indicated that “in the footnotes to about 300 articles, Dr. Velez Sarsfield quotes, for one reason or another, the Louisiana Code of 1825.”¹⁶⁶ Lifsic also indicated that it was uncertain which edition of the Louisiana Code was used by Vélez and suggested that the codifier might have had access to the Louisiana text only indirectly, using other sources that included references to it.¹⁶⁷

One year later, Lifsic published in Argentina a short study of the history of the Louisiana Code, which was entitled ‘History of the Civil Code of Louisiana: A Precedent of the Argentine Civil Code’ (*Historia del código civil de louisiana antecedente del código civil argentino*).¹⁶⁸ Lifsic was now further able to develop aspects of the legal history of civil law in Louisiana.¹⁶⁹ His historical account, based on secondary sources, described the different periods in the social history of Louisiana. He also provided a brief history of the codification process in Louisiana, and focused his analysis on the Digest of 1808¹⁷⁰ and the Louisiana Code (*v.gr.*, dealing with their origins and structure).¹⁷¹ In addition, Lifsic once more indicated that Vélez had cited the text of the Louisiana Code in

163. *Id.* at 35.

164. See, generally, Ricardo Lifsic, *Some Comparative Aspects of the Partnership Contract in the Louisiana and Argentine Civil Codes* (unpublished LL.M. Thesis, Tulane Law School, 1960).

165. *Id.* at ii.

166. *Id.* at 11.

167. *Id.* at 11-12.

168. Ricardo Lifsic, *Historia del Código Civil de Louisiana. Antecedente del Código Civil Argentino*, 12 *REVISTA DEL INSTITUTO DE HISTORIA DEL DERECHO RICARDO LEVENE* 164 (1961).

169. *Id.* at 164-167.

170. *n.b.*, incorrectly indicates the number of articles comprised by the Digest of 1808. *Id.* at 168.

171. *Id.* at 167-170.

approximately 300 notes, occasionally as a unique source for his articles.¹⁷² Finally, he stated that “the notes by Vélez to the articles of the [Argentine] Civil Code which were taken from the Louisiana Code are distributed through almost all titles of the [Argentine] Code.”¹⁷³

Lifsic understood that access to the texts of the Louisiana Code was both direct and indirect. He concluded that in most notes Vélez reproduced comments and citations that the Concordancias had made to the Louisiana Code.¹⁷⁴ He identified several incorrect citations to the Louisiana Code in the Concordancias that were also repeated still incorrectly in the Argentine Code.¹⁷⁵ According to Lifsic, Vélez would have been able to avoid these mistakes if he had worked either with the Concordance or directly with the text of the Louisiana Code.¹⁷⁶ Lifsic also stated that in many occasions the references to Louisiana in the Concordancias had been taken from the Concordance.¹⁷⁷ Lifsic also identified articles in which Vélez referred to Louisiana even when the Concordancias were silent. He accordingly concluded that Vélez worked with the Louisiana Code, the Concordancias, and the Concordance.¹⁷⁸

E. Francisco Eduardo Trusso

In 1978, Francisco Eduardo Trusso published ‘The Law Subject to Test’ (*El Derecho Puesto a Prueba*).¹⁷⁹ He included in it brief references to the legal history of Louisiana.¹⁸⁰ Trusso concluded that Vélez had probably ‘found’ the articles of the Louisiana Code provisions that would suit social situations similar to those existing in Argentina.¹⁸¹ Later, in 1986, he published a short article entitled ‘The Hispanic-*Indiano* Laws in the Civil Law of Louisiana and the Resulting Influence in the Argentine Civil Code’ (*El derecho hispano indiano en el derecho civil de Louisiana y su influencia a través de éste en el Código Civil Argentino*).¹⁸² Trusso explored the indirect influence that the *Indiano* law had in Argentina

172. *Id.* at 164.

173. *Id.* at 170.

174. *Id.* at 171.

175. *Id.*

176. *Id.*

177. *Id.* at 172.

178. *Id.*

179. FRANCISCO EDUARDO TRUSSO, *EL DERECHO PUESTO A PRUEBA* (1978).

180. *Id.* at 48-50.

181. *Id.* at 50.

182. Francisco Eduardo Trusso, *El derecho hispano indiano en el derecho civil de Louisiana y su influencia a través de éste en el Código Civil Argentino*, 1986-B REVISTA JURÍDICA ARGENTINA LA LEY 960.

through its earlier reception in the Louisiana Code.¹⁸³ He had visited Louisiana and worked with materials from the Tulane Law Library.¹⁸⁴

Trusso highlighted the influence that the Louisiana Code had in the Argentine Code in the area of real rights, especially as regards ownership and usufruct. He added that several articles on real rights in the Argentine Code (*i.e.*, 2507, 2509, 2510, 2511, 2807, 2808, 2810, 2711,¹⁸⁵ and 2846¹⁸⁶) had their origins in the Louisiana text¹⁸⁷ and seemed to have no predecessors in the *Code Napoléon*.¹⁸⁸

Trusso also mentioned that “the Argentine legislator did not expressly cite the Louisiana Code, yet he did cite the Castilian sources that the civil code of that state [*i.e.*, Louisiana] did incorporate, as seen in articles 16, 20, and 21.”¹⁸⁹ Another example was provided by article 2810 of the Argentine Code, where Vélez did not include a note,¹⁹⁰ Trusso, like Pizarro,¹⁹¹ identified its source in article 527 of Louisiana.¹⁹² Therefore, just as Segovia and Pizarro had done, Trusso seemed to acknowledge other influences that were not mentioned by Vélez in his notes.

Even though brief, the work of Trusso established an important precedent for study of the sources of the Argentine Code. It explored the influence of Spanish law in Louisiana, while it also reflected on how Spanish provisions were incorporated into the Argentine Code through their previous adoption into the text of Louisiana.

F. *Rolf Knütel*

In 1995, the German scholar Rolf Knütel participated in a colloquium at Tulane University on *The Romanist Tradition in Louisiana: Legislation, Jurisprudence and Doctrine*.¹⁹³ His presentation led to an article entitled ‘Influences of the Louisiana Civil Code in Latin

183. *Id.*

184. *Id.*

185. *n.b.*, the reference to article 2711 should be regarded as a material error. Trusso refers to article 2811 at 960 of his work.

186. Trusso, *supra* note 182, at 962 and 963-965.

187. According to Trusso, sources are to be found in articles 482, 487, 488, 489, 525, 526, 527, 528, and 550 of the Louisiana Code. *Id.* at 963-965. *n.b.*, there is a material error when referring to article 472 of Louisiana at 962 of his work.

188. *Id.* at 963-965.

189. *Id.* at 962.

190. Law No. 340, Sept. 29, [I] A.D.L.A. 764 (Arg.).

191. PIZARRO, *supra* note 146, at 92.

192. Trusso, *supra* note 182, at 965.

193. Knütel, *supra* note 103, at 1446.

America.¹⁹⁴ A few years earlier, Knütel had studied the influence of the Civil Code of Prussia of 1794 on the Argentine Code.¹⁹⁵ Following the same line of research, Knütel approached the study of the Louisiana Code. He referred to the Concordance and the Concordancias as a means of exporting the text of Louisiana across the Americas.¹⁹⁶ He next analyzed the influence of the Louisiana Code on the Civil Code of Chile and identified explicit and hidden references to it.¹⁹⁷ Knütel also examined the influence of Louisiana on the Civil Code of Brazil, by looking at the initial influence Louisiana had had on the work of Teixeira de Freitas.¹⁹⁸ Finally, he commented on the influence that the Louisiana Code had on the Argentine Code,¹⁹⁹ saying that “Vélez Sarsfield, among all the great codifiers of South America, is the one who oriented himself the most to the provisions of the Louisiana Civil Code.”²⁰⁰

Like other scholars, Knütel noticed that the influence from Louisiana was mainly in the area of real rights.²⁰¹ He explained that Vélez had used the Louisiana text because the rules in that area were extracted mainly from the *Projet* of 1800, which followed the casuistry of Roman law. Accordingly, “the majority of the concepts which found their way into the Argentine Civil Code through the Louisiana codification are ideas developed in Roman Law, ideas *garbed in modern linguistic dresses*.”²⁰² He also stated that, when looking at Louisiana as a source for the Argentine Code, “one finds that [Vélez] often adopted almost literally the relevant article of the Louisiana Civil Code.”²⁰³

Knütel also provided appendices that included charts indicating the references to the Louisiana Code within the codes of Chile,²⁰⁴ Argentina,²⁰⁵ and the work of Teixeira de Freitas for Brazil.²⁰⁶ The chart

194. *Id.* The work was also published in German in the Italian journal *Index*. Rolf Knütel, *Einflüsse des Louisiana Civil Code in Lateinamerika*, 25 INDEX: QUADERNI CAMERTI DI STUDI ROMANISTICI 117 (1997).

195. Rolf Knütel, *Influenza dell' allgemeines landrecht prussiano del 1794 sul código civil argentino del 1869*, in DALMACIO VÉLEZ SARSFIELD E IL DIRITTO LATINOAMERICANO 79 (Sandro Schipani coord. 1991).

196. Knütel, *supra* note 103, at 1449-1451.

197. *Id.* at 1452-1459.

198. *Id.* at 1459-1462.

199. *Id.* at 1462-1467.

200. *Id.* at 1466.

201. *Id.* at 1464-1465.

202. *Id.* at 1466-1467.

203. *Id.* at 1464.

204. *Id.* at 1475.

205. *Id.* at 1477-1480.

206. *Id.* at 1476.

that referred to the influence on Argentina is incomplete, having excluded some references to Louisiana. Despite this, it may be concluded that Knütel has provided the most precise indications of the references that Vélez made to the Louisiana Code.

G. Abelardo Levaggi

In 2005, Levaggi published a monograph entitled ‘Dalmacio Vélez Sarsfield: Jurist’ (*Dalmacio Vélez Sarsfield, Jurisconsulto*).²⁰⁷ In it he included a consideration of Louisiana, highlighting events that help in understanding the role of Louisiana law within the Argentine Code. That monograph also included an appendix that identified the direct sources of various titles of the Argentine Code.²⁰⁸ Levaggi provided a context for study of the influence of the law of Louisiana. By not dealing solely with the influence of Louisiana law, he was able to develop an understanding of its use integrated with that of other sources.

Levaggi explored the access that the codifier had to foreign texts and his ability to deal with the languages in which they were written. For example, Levaggi explained that Domingo Faustino Sarmiento, who would become President of Argentina, facilitated the supply of North American materials to Vélez during the time he was drafting the code. Levaggi accordingly mentioned that, in a letter dated February 25, 1866, Vélez wrote to Sarmiento: “I have read most of the project of a civil code for the Sate of New York. I think the Code of Louisiana is better.”²⁰⁹ Levaggi also noted that Vélez was familiar with the French language and probably also with English, although he did not read German.²¹⁰

Levaggi also referred to the Spanish character of the Louisiana Code. He correctly said that Vélez had found Spanish principles mainly reflected in four texts: “the code of Chile, the Concordancias, the Uruguayan Project by Acevedo, and the Louisiana Code of 1825. Even when they all received influence from the *Code Napoléon*, they did not lose their distinctive character, which derived from their own culture. That circumstance is what made them especially attractive.”²¹¹

207. LEVAGGI, *supra* note 32.

208. *Id.* at 343-360.

209. Museo Histórico Sarmiento, Archivo, carpeta 2, número 235. “Carta de Dalmacio Vélez Sarsfield a Domingo Faustino Sarmiento - 25/2/1866” cited by LEVAGGI, *supra* note 32, at 184.

210. LEVAGGI, *supra* note 32, at 175.

211. *Id.* at 195.

V. CLASSIFICATION OF REFERENCES TO THE LOUISIANA CODE IN THE ARGENTINE CODE

It is necessary to determine precisely what references to the Louisiana Code exist within the notes to the Argentine Code. This will help in understanding the presence that different sources had within the Argentine legislation. It will be possible to identify, for example, the impact that French, Spanish, or Roman scholars and legislation had on the Argentine Code. Those elements will help in the understanding of the origins and spirit of the Argentine Code.

Different studies have been made of the notes to the Argentine Code. Some scholars have divided the notes into three categories: concordances, doctrinal, and heuristic (even though one note could fall into two or three of these categories).²¹² The first type of note tended to locate the provision within comparative legislation and doctrine, establishing whether similar, identical, or conflicting.²¹³ The second type of note provided grounding for the solutions given to “archaic and serious matters that had been under debate by jurists”²¹⁴ and when ideas had to be moved from doctrine and turned into law.²¹⁵ The third type of note indicated expressly or tacitly the source of the article.²¹⁶

It is possible to develop a novel classification for references to all the materials drawn on in the Argentine Code; one that is not limited in application to the Louisiana Code. This classification divides references into three categories: general, direct, and transcribed. The first category consists of those notes in which Vélez did not identify the specific article, section, or passage of the source to which he referred, limiting himself to making a general reference. In the second category, Vélez identified precisely the article, section, or passage to which he referred. The third category is one where Vélez transcribed in his notes passages from the sources, whether or not he in fact referred to the specific article, section, or passage.

212. LEVAGGI, *supra* note 32, at 207.

213. *Id.*

214. VELEZ SARFIELD, *supra* note 82, at v. See also Abelardo Levaggi, *Fuentes de la sección “de las personas en general” de código civil argentino de Vélez Sarsfield influencia de ella en el código civil uruguayo*, in DALMACIO VÉLEZ SARFIELD E IL DIRITTO LATINOAMERICANO 228 (Sandro Schipani coord. 1991).

215. LEVAGGI, *supra* note 32, at 208.

216. *Id.*

These three categories can be further divided into sub-categories: positive and negative. The first consists of those references where Vélez accepted or supported the position on the law expressed in the source. The second sub-category is made up of those references in which Vélez rejected or condemned the solution expressed in the source.

Finally, the three categories and sub-categories can also combine with the tri-partite division into concordances, doctrinal, and heuristic (*n.b.*, while also taking into account the distinction between material and formal sources).²¹⁷ Further, when a reference is heuristic and limited to one single source, it can be referred to as exclusive and heuristic.

A breakdown of the different types of references that the Argentine Code made to the Louisiana Code follows. Each type is illustrated by the analysis of an Argentine article, and complete texts are provided in appendix B.

A. *General*

Vélez provided 10 general references, both positive and negative, to the text of the Louisiana Code.²¹⁸ None of his general references to the Louisiana Code is exclusive: all include citations to other sources.

1. Positive

There are very few general references that are positive within the Argentine Code. There are, however, three notes with references that possess these characteristics.

a. Concordance

Vélez included in the Argentine Code only one note of concordance that made general and positive references to Louisiana. This was for article 3560.

Vélez drafted a note of concordance for the above-mentioned article of the Argentine Code. The note also included a doctrinal comment on the right of representation of collaterals. This article early generated debate amongst scholars because of an apparent conflict between the text of the article and the note of the codifier.²¹⁹ According to the text of the

217. *Id.* at 207.

218. *n.b.*, article 2182 of the Argentine Code included both positive and negative references.

219. See, amongst others, 2 SEGOVIA, *supra* note 150, at 538; and 9 BALDOMERO LLERENA, *CONCORDANCIAS Y COMENTARIOS DEL CÓDIGO CIVIL ARGENTINO* 467-477 (3d ed. 1931).

article, by including descendants, Vélez seemed to adopt the criteria he had condemned in the note.²²⁰ In the note, he had indicated what initially seemed to be a disagreement or negative concordance with the Louisiana Code; but because of the inconsistency of note and article, it may be concluded that the concordance with Louisiana was in fact positive. Like the Argentine Code and other nineteenth-century codes, that of Louisiana allowed representation of collaterals in favor of the sons and daughters and descendants of siblings.²²¹ The latter was reflected in article 893 of the Louisiana Code,²²² this followed article 742 of the *Code Napoléon*. The Concordance did not include the text of article 893 of the Louisiana Code, only noting its similarity to the text of the *Code Napoléon*.²²³ This debate on the inclusion of descendants was also included in the note to article 754 of the Concordancias of García Goyena, where a reference to article 893 of the Louisiana Code was incorporated.²²⁴ The use of language and the materials cited in the note demonstrate conclusively that Vélez looked at the Concordancias when drafting his article and corresponding note.

b. Doctrinal

Vélez included two²²⁵ doctrinal notes that made general and positive references to the Louisiana Code. One was for article 325 of the Argentine Code. For this, Vélez drafted a doctrinal note on the inquest of natural paternity (*i.e.*, proof of paternal descent), in which he correctly indicated that the Louisiana Code allowed the inquest of paternity.²²⁶ As mentioned by Knütel²²⁷ and Pizarro,²²⁸ this was the case in article 226 of the Louisiana Code, which allowed proof of paternal descent.²²⁹ The Concordance included the text of article 226.²³⁰ The Concordancias

220. *n.b.*, the disparity between note and provision was generated because Vélez incorrectly transcribed a passage from the work of Demolombe in the note. See the explanation by LLERENA, *supra* note 219, at 469-476.

221. Law No. 340, Sept. 29, [I] A.D.L.A. 845 (Arg.).

222. CIVIL CODE, *supra* note 96, at 285-287.

223. SAINT-JOSEPH (1840), *supra* note 104, at 38; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 493.

224. 2 GARCÍA GOYENA, *supra* note 37, at 174.

225. *i.e.*, 325 and 2182.

226. Law No. 340, Sept. 29, [I] A.D.L.A. 536-537 (Arg.).

227. Knütel, *supra* note 103, at 1477.

228. PIZARRO, *supra* note 146, at 47.

229. CIVIL CODE, *supra* note 96, at 69.

230. SAINT-JOSEPH (1840), *supra* note 104, at 14; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 469.

mentioned the article of the Louisiana Code in the note to article 127,²³¹ as well as in Appendix 2.²³²

c. Heuristic

Vélez did not include in the Argentine Code any heuristic notes that made general and positive references to the Louisiana Code.

2. Negative

General and negative references to the Louisiana Code were also rare in Vélez's notes to the Argentine Code. He included only eight notes that made such general and negative references to the North American text.

a. Concordance

Vélez included in his work five²³³ notes of concordance that contained general and negative references to the Louisiana Code. Article 1381 of the Argentine Code provides a good example of such a note. Here Vélez correctly stated that in Louisiana, in contrast to the Argentine Code, the right of redemption could not be reserved for a time exceeding ten years.²³⁴ Pizarro noted²³⁵ that this principal was mentioned in article 2546 of the Louisiana Code.²³⁶ The Concordance of Saint-Joseph did not include the text of article 2546; but it did mention its harmony with the *Code Napoléon*, and the difference of five rather than of ten years.²³⁷ The Concordancias did not mention article 2546. The Argentine drafter added new references to the works of Pothier and Troplong.

b. Doctrinal

Vélez included in his code three²³⁸ doctrinal notes that contained general and negative references to the Louisiana Code. One of these was to article 2182 of the Argentine Code. Vélez drafted a doctrinal note on deposit, and correctly indicated that, in contrast to the Argentine Code,

231. 1 GARCÍA GOYENA, *supra* note 37, at 141.

232. *Id.* at 487.

233. *i.e.*, 17, 377, 1381, 1651, and 3586.

234. Law No. 340, Sept. 29, [I] A.D.L.A. 641 (Arg.).

235. PIZARRO, *supra* note 146, at 66.

236. CIVIL CODE, *supra* note 96, at 816-819.

237. SAINT-JOSEPH (1840), *supra* note 104, at 89; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 545.

238. *i.e.*, note (a), before article 30; 2182; and 3477.

article 2899 of the Louisiana Code²³⁹ stated that deposit could only be of moveables.²⁴⁰ The Concordance did not provide the text of the article of the Louisiana Code and only indicated the similarity with the *Code Napoléon*.²⁴¹ The Concordancias indicated in the note to article 1661 that deposit could only be of moveables and indicated harmony with article 2899 of the Louisiana Code.²⁴² Vélez added to his note references to scholarly works by, amongst others, Aubry and Rau, Pothier, Troplong, and Domat.

c. Heuristic

Vélez included no heuristic notes that made general and negative references to the Louisiana Code.

B. Direct

The vast majority of references to the Louisiana Code were direct, and accounted for 278 notes. These references could be either positive or negative; exclusive references, however, only took place in cases of direct, positive, and heuristic references.

1. Positive

Vélez provided 258 notes that included direct and positive references to the Louisiana Code.

a. Concordance

Vélez included in his work 180²⁴³ notes of concordance, containing direct and positive references to the Louisiana Code. Article 20 of the

239. CIVIL CODE, *supra* note 96, at 918-919.

240. Law No. 340, Sept. 29, [I] A.D.L.A. 706 (Arg.). *n.b.*, sequestration in Louisiana extended to real property. See article 2945 at CIVIL CODE, *supra* note 96, at 930.

241. SAINT-JOSEPH (1840), *supra* note 104, at 100; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 554.

242. 4 GARCÍA GOYENA, *supra* note 37, at 84.

243. *i.e.*, 12; 18; 20; 343; 383; 389; 416; 443, paragraphs 4 and 7; 450; 456; 462; 464; 466; 473; 475; 709 and 710; 725; 730; 747; 818; 820; 821; 832; 835; 859; 860; 862; 931; 941; 979; 987; 993; 995; 1031; 1033; 1061; 1065; 1113; 1276; 1294; 1324; 1389; 1390; 1492; 1497; 1572; 1677; 1681; 1692; 1741; 1747; 1797; 1831; 1850; 1858; 1865; 1866; 1867; 1906; 1909; 1949; 1950; 1956; 2001; 2012; 2026; 2030; 2032; 2046; 2050; 2097; 2099; 2101; 2118; 2125; 2141; 2142; 2164; 2208; 2216; 2240; 2251; 2255; 2269; 2270; 2278; 2281; 2283; 2284; 2286; 2353; 2356; 2423; 2445; 2447; 2572; 2583; 2587; 2595; 2596; 2600; 2621; 2630; 2646; 2653; 2654; 2660; 2722; 2723; 2730; 2731; 2732; 2733; 2846; 2856; 2857; 2863; 2865; 2866; 2880; 2894; 2902; 2920; 2937; 2953; 2993; 3017; 3018; 3037; 3053; 3055; 3056; 3057; 3061; 3062; 3063; 3068; 3073; 3074; 3077; 3125; 3151; 3205; 3224; 3225; 3229; 3231; 3233; 3279; 3305; 3317;

Argentine Code offers an example of such a reference since Vélez correctly pointed out the agreement or positive concordance with the Louisiana Code. On this occasion, the concordance was between article 20 of the Argentine Code and article 7 of the Louisiana Code.²⁴⁴ The Concordance of Saint-Joseph supplied the text of the relevant article of the Louisiana Code,²⁴⁵ while the Concordancias of García Goyena mentioned it in article 2.²⁴⁶ The Argentine text reproduced the Spanish article, thereby demonstrating that the latter was a formal source for the Argentine Code. Vélez also included references to the Concordancias and to the work of Zachariae von Lingenthal .

b. Doctrinal

There are 30²⁴⁷ doctrinal notes to the Argentine Code that include a direct and positive reference to the Louisiana Code. One example is the note to article 850 of the Argentine Code. Here Vélez drafted a doctrinal note on the effects of transactions, correctly indicating a similarity between the Argentine text and that of article 3045 of the Louisiana Code.²⁴⁸ The Concordance had not included the Louisiana text, only indicating a similarity to the *Code Napoléon*.²⁴⁹ The Concordancias of García Goyena included a reference to this Louisiana article in the note to article 1726.²⁵⁰ Vélez included in his doctrinal note references to the same Roman laws and codes that García Goyena had included in his note. However, the Argentine drafter added additional references to the works of Aubry and Rau, Zachariae von Lingenthal and Troplong while developing his analysis and explanations.

3319; 3331; 3371; 3460; 3482; 3502; 3508; 3547; 3552; 3561; 3666; 3667; 3672, 3673, and 3674; 3679; 3692; 3743; 3744; 3745; 3746; 3827; 3872; 3947; 3958; 3963; 3984; 4002; 4008; 4015; and 4018.

244. Law No. 340, Sept. 29, [I] A.D.L.A. 508 (Arg.).

245. SAINT-JOSEPH (1840), *supra* note 104, at 1 [*n.b.*, the text is slightly modified, yet the meaning is not altered]; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 460.

246. 1 GARCÍA GOYENA, *supra* note 37, at 14.

247. *i.e.*, 63; 850; 923; 936, 937, and 938; 1498; 1842; 2043; 2507; 2594; 2807; 2864; 3059; 3203; 3291; 3316; 3345; 3433; 3514; 3607; 3618; 3670; 3741; 3752; 3838; 3847; 3880; 3964; 3986; 3999; and 4010.

248. Law No. 340, Sept. 29, [I] A.D.L.A. 591 (Arg.).

249. SAINT-JOSEPH (1840), *supra* note 104, at 107; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 556.

250. 4 GARCIA GOYENA, *supra* note 37, at 135.

c. Heuristic

The Argentine Code included 22²⁵¹ notes in which Louisiana could be specifically identified as a formal source of the Argentine text. For example, the note to article 2509 of the Argentine Code correctly identified article 487 of the Louisiana Code as a formal source for the Argentine provision.²⁵² Vélez, however, only translated the first paragraph of the Louisiana article. The Concordance reproduced the first paragraph in its 1840 edition,²⁵³ but both paragraphs in that of 1856.²⁵⁴ Vélez omitted the second paragraph; this suggests that he took the text from the Concordance in the edition of 1840. In addition, he did not follow the Spanish translation by Verlanga Huerta and Muñiz Miranda.²⁵⁵ The Concordancias did not refer to article 487 of the Louisiana Code. Vélez drafted an original note for his code, and included additional references to the works of Pothier and to Roman law.

d. Heuristic and Exclusive

The Argentine Code included 26²⁵⁶ notes in which a provision of the Louisiana Code could be deemed an exclusive formal source, while being subject to direct and positive references.

The note to article 3897 of the Argentine Code serves as an example, since there he only mentioned article 3190 of the Louisiana Code.²⁵⁷ The Concordancias made no reference to this Louisiana article. The 1840 edition of the Concordance summarized and consolidated the texts of articles 3189 and 3190 of the Louisiana Code.²⁵⁸ This led Lifsic to conclude that Vélez necessarily had access to the official text of the Louisiana Code. However, Lifsic has ignored the 1856 edition of the Concordance, which included the complete text of article 3190 of Louisiana, if with a slight alteration in wording.²⁵⁹

251. *i.e.*, 160, 161, 162, and 163; 250; 501; 510; 2456; 2509; 2510; 2511; 2623; 2808; 2838; 2855; 2897; 2967; 2986; 3011; 3012; 3021; 3045; 3304; 3948; and 3962.

252. Law No. 340, Sept. 29, [I] A.D.L.A. 739 (Arg.).

253. SAINT-JOSEPH (1840), *supra* note 104, at 29.

254. 2 SAINT-JOSEPH (1856), *supra* note 104, at 479.

255. VERLANGA HUERTA & MUÑIZ MIRANDA, *supra* note 120, at 43.

256. *i.e.*, 483, 2616, 2622, 2624, 2725, 2742, 2743, 2811, 2987, 3003, 3013, 3014, 3016, 3044, 3075, 3122, 3135, 3142, 3149, 3150, 3201, 3202, 3235, 3891, 3897, and 3933.

257. Law No. 340, Sept. 29, [I] A.D.L.A. 887 (Arg.).

258. SAINT-JOSEPH (1840), *supra* note 104, at 112.

259. 2 SAINT-JOSEPH (1856), *supra* note 104, at 560.

An analysis of the three texts helps identify the formal source of article 3897 of the Argentine Code. The official text of the Louisiana Code reads, in French, for article 3190:

Si le dépositaire a abusé du dépôt, en aliénant la chose qui a été confiée à sa garde, ou si son héritier la vend dans **l'ignorance où il est, qu'elle a été déposée**, le déposant conservera son privilège sur le prix qui pourra en être dû.²⁶⁰ (emphasis added)

The Concordance, in the edition of 1856, reads:

Si le dépositaire a abusé du dépôt en aliénant la chose confiée à sa garde, ou si son héritier la vend dans **l'ignorance du dépôt**, le déposant conservera son privilège sur le prix qui pourra en être dû.²⁶¹ (emphasis added)

Finally, the Argentine text reads in article 3897:

Si el depositario ha abusado del depósito, enajenando la cosa que ha sido confiada a su cuidado; o si su heredero la vende, **ignorando que la cosa se hallaba depositada**, el depositante tiene privilegio sobre el precio que se debiese.²⁶² (emphasis added)

An English translation of article 3897 of the Argentine Code reads:

If the depository abused of the deposit, by alienating the thing confided to his care; or if his heir sells it, **not knowing that it had been given in deposit**, the depositor retains his privilege on the price which shall be due.²⁶³ (emphasis added)

Vélez did not use the translation by Verlanga Huerta and Muñiz Miranda.²⁶⁴ His translation seems to have followed the official text of the Louisiana Code. Vélez translated with precision “l’ignorance où il est, qu’elle a été déposée” as “ignorando que la cosa se hallaba depositada” [not knowing that it had been given in deposit]. If Vélez would had followed the translation of the Concordance of 1856 he would have translated “dans l’ignorance du dépôt,” which would have been rendered in Spanish as “ignorando el depósito” [ignoring the deposit]. Since he followed the wording of the official text, it can be stated that Vélez must have worked with an official edition of the Louisiana Code or a text that reproduced it exactly.

260. CIVIL CODE, *supra* note 96, at 1001.

261. 2 SAINT-JOSEPH (1856), *supra* note 104, at 560.

262. Law No. 340, Sept. 29, [I] A.D.L.A. 887 (Arg.).

263. *n.b.*, the English translation tries to follow the wording of the Louisiana Code.

264. VERLANGA HUERTA & MUÑIZ MIRANDA, *supra* note 120, at 176.

2. Negative

The Argentine codifier elaborated 20 notes that included direct and negative references to the Louisiana Code.

a. Concordance

Vélez included in his work 14²⁶⁵ notes in which he identified direct and negative concordances with the Louisiana Code. For example, in article 424 he correctly identified a negative concordance between it and article 341 of the Louisiana Code.²⁶⁶ Both editions of the Concordance included the text of the Louisiana article.²⁶⁷ The Concordancias referred to this article of the Louisiana Code in the note to article 228.²⁶⁸ The sources cited by García Goyena in this note are almost the same as those mentioned in Vélez's note. It may be concluded that Vélez looked at the Spanish text when drafting his note for the Argentine article.

b. Doctrinal

Vélez drafted six²⁶⁹ doctrinal notes in which he made a direct and negative reference to the text of the Louisiana Code. For example, the Argentine codifier drafted a short doctrinal note that dealt with the age-requirement for disposing of property by testament in article 3614 of his code.²⁷⁰ He illustrated his view with a number of concordances, amongst which he correctly included the negative concordance with article 1464 of the Louisiana Code. The Concordance transcribed the text of that article of the Louisiana Code;²⁷¹ and the Concordancias referred to that article in the note to article 600.²⁷² Vélez reproduced the references found in the Spanish note (even in the same sequence), making similar observations. Therefore, it seems that the Spanish note may well have been the actual, formal source for the Argentine note.

265. *i.e.*, 394, 424, 451, 470, 1131, 1204, 1380, 1646, 1868, 2168, 3228, 3293, 3664, and 3828.

266. Law No. 340, Sept. 29, [I] A.D.L.A. 544 (Arg.).

267. SAINT-JOSEPH (1840), *supra* note 104, at 22; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 474.

268. 1 GARCÍA GOYENA, *supra* note 37, at 230.

269. *i.e.*, 619; 943; 1432; 1622; 2567, 2568, 2569, and 2570; and 3614.

270. Law No. 340, Sept. 29, [I] A.D.L.A. 852 (Arg.).

271. SAINT-JOSEPH (1840), *supra* note 104, at 49 [*n.b.*, the 1840 edition omitted some passages of the Louisiana Code]; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 513.

272. 2 GARCÍA GOYENA, *supra* note 37, at 51.

c. Heuristic

Vélez included no heuristic notes containing direct and negative references to the text of the Louisiana Code.

C. *Transcribed*

There are only seven notes to the Argentine Code in which Vélez transcribed actual passages from the Louisiana Code. None of these notes conformed to the type here described as heuristic. In these notes he showed either a positive or a negative influence from the Louisiana Code.

1. Positive

The Argentine Code only included two notes in which the drafter transcribed text from the Louisiana Code aiming to achieve a positive reference.

a. Concordance

Only in the note to article 3302 Vélez transcribed text of the Louisiana Code as a tool to highlight a positive concordance. There, Vélez indicated a positive concordance with article 944 of the Louisiana Code.²⁷³ However, the agreement was only partial, because the North American text only referred to intestate successions. The Argentine jurist provided a Spanish translation of part of article 944 of the Louisiana Code. The Concordance had transcribed an abbreviated version of the text of 944 in the 1840 edition, including the parts transcribed by Vélez in a note;²⁷⁴ but in the 1856 edition of the Concordance the entire text of the Louisiana article was reproduced.²⁷⁵ Vélez did not use the translation by Verlanga Huerta and Muñiz Miranda.²⁷⁶ He indicated in his note, however, that the Concordancias dealt with this topic in the note to article 620 of the Spanish Project.²⁷⁷ In this note, García Goyena provided a Spanish translation of part of the text of article 944 of the Louisiana Code.²⁷⁸ Vélez repeated almost *verbatim* the translation by García Goyena. Vélez also repeated other passages from the

273. Law No. 340, Sept. 29, [I] A.D.L.A. 816 (Arg.).

274. SAINT-JOSEPH (1840), *supra* note 104, at 41.

275. 2 SAINT-JOSEPH (1856), *supra* note 104, at 496.

276. VERLANGA HUERTA & MUÑIZ MIRANDA, *supra* note 120, at 62.

277. 2 GARCÍA GOYENA, *supra* note 37, at 71-72.

278. *Id.* at 71.

Concordancias, yet he also added a reference to the work of Aubry and Rau. Further, he repeated the first paragraph of the Spanish article, word for word, when drafting the Argentine counterpart. Thus, the Spanish note and article served as actual formal sources for the Argentine note and article.

b. Doctrinal

In one note Vélez transcribed text of the Louisiana Code while he elaborated a doctrinal explanation. In that note, written for article 54 of the Argentine Code, the reference to Louisiana was positive. There Vélez drafted a doctrinal note on the interdiction due to prodigality in which he referred only to Louisiana.²⁷⁹ The North American text, like that of Argentina, did not support interdiction in such cases. Accordingly, Vélez accurately pointed to a positive concordance with article 413 of the Louisiana Code, and provided a Spanish translation of the Louisiana text. The Concordance provided the complete text of the Louisiana article.²⁸⁰ Vélez did not use the translation by Verlanga Huerta and Muñiz Miranda.²⁸¹ García Goyena in his Concordancias provided a Spanish translation of article 413 of the Louisiana Code in the note to article 279 of the Spanish Project;²⁸² this was not followed *verbatim* by Vélez. Therefore, the Argentine article and note show that, even when Vélez had access to the Concordancias and probably to the work of Verlanga Huerta and Muñiz Miranda, he did not necessarily follow their work uncritically and without reflection.

c. Heuristic

Vélez did not include in the Argentine text transcriptions within heuristic notes.

2. Negative

The remaining five notes containing transcriptions from the text of the Louisiana Code were all negative.

279. Law No. 340, Sept. 29, [I] A.D.L.A. 514 (Arg.).

280. SAINT-JOSEPH (1840), *supra* note 104, at 25; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 477.

281. VERLANGA HUERTA & MUÑIZ MIRANDA, *supra* note 120, at 38.

282. 1 GARCÍA GOYENA, *supra* note 37, at 269.

a. Concordance

Vélez reproduced in three²⁸³ notes to the Argentine Code passages of the Louisiana Code, aiming to indicate a negative concordance with the North American text. His note to article 629 of the Argentine Code may serve as an example. He correctly indicated in his note a difference or negative concordance with articles 1920 and 1921 of the Louisiana Code.²⁸⁴ However, the comparison he made was in fact only with article 1920. In his note, Vélez provided a Spanish translation of part of the Louisiana article. Saint-Joseph in his Concordance, in the edition of 1840, had a transcription only of an abbreviated version of the article, identified as *1920-1921*.²⁸⁵ In the edition of 1856, Saint-Joseph now provided the text of both articles, though that of 1920 was slightly summarized.²⁸⁶ Yet again, Vélez did not use the translation by Verlanga Huerta and Muñoz Miranda.²⁸⁷ The Concordancias mentioned these two articles of the Louisiana Code in the note to article 1008 of the Spanish Project.²⁸⁸ This note also provided a transcription of part of the text by Saint-Joseph in his edition of 1840. Vélez not only repeated *verbatim* the Spanish transcription by García Goyena,²⁸⁹ but his other references to nineteenth-century codes and Spanish laws. Accordingly, the Spanish note in the Concordancias was a formal source for article 629 of the Argentine Code.

b. Doctrinal

The two²⁹⁰ final negative notes with transcriptions of articles of the Louisiana Code can be classed as doctrinal. One will serve as an example. Vélez's note to article 3572 of the Argentine Code is on the succession of spouses.²⁹¹ It was also applied to articles 3570 and 3571 of the Argentine Code. Vélez transcribed an article from the Louisiana Code without specifying its number. It in fact can be identified as article 2359 of the Louisiana Code.²⁹² The Concordance transcribed an

283. *i.e.*, 522, 629, and 1725.

284. Law No. 340, Sept. 29, [I] A.D.L.A. 566 (Arg.).

285. SAINT-JOSEPH (1840), *supra* note 104, at 70.

286. 2 SAINT-JOSEPH (1856), *supra* note 104, at 529.

287. VERLANGA HUERTA & MUÑOZ MIRANDA, *supra* note 120, at 106.

288. 3 GARCÍA GOYENA, *supra* note 37, at 46.

289. *n.b.*, Vélez omitted some comas in the transcription.

290. *i.e.*, 72 and 3572.

291. Law No. 340, Sept. 29, [I] A.D.L.A. 846-847 (Arg.).

292. CIVIL CODE, *supra* note 96, at 767.

abbreviated version of the Louisiana article.²⁹³ Vélez did not utilize the translation by Verlanga Huerta and Muñiz Miranda.²⁹⁴ The Concordancias referred to the Louisiana article in Appendix 11,²⁹⁵ where parts of article 2359 of the Louisiana Code were transcribed in Spanish.²⁹⁶ Vélez again followed almost *verbatim* the translation of the Concordancias, even when incorporating minor changes. He also adopted other references to comparative law from the note in the Concordancias. The note to article 3572 of the Argentine Code thus demonstrates that the appendices to the Concordancias were also a formal source for the Argentine notes.

c. Heuristic

Vélez again did not include transcriptions of the Louisiana Code when elaborating heuristic notes.

D. General Impact

The Louisiana Code was an important resource for Vélez. It served as a formal source, provided illustrations for doctrinal analyses, and provided useful concordances with the Argentine text.

Most references to the Louisiana Code were direct. That is to say, they were references in which Vélez identified the exact number of the corresponding Louisiana article. Positive references were mainly found within this group. Saint-Joseph's Concordance and the Spanish Concordancias of García Goyena provided useful tools for the Argentine drafter in identifying matching principles. Vélez's notes reflect the fact that the texts of the Louisiana and Argentine codes shared many provisions and principles: perhaps because both territories had once been subjects to the Spanish crown. In many articles, doctrinal notes also included positive references to Louisiana.

General references to the Louisiana Code also demonstrate an impact on the Argentine text. In this category, Vélez identified mainly negative references, even when this number was low, if compared with the direct and positive references just mentioned. Nonetheless, general and negative references help in understanding the differences between both civil codes.

293. SAINT-JOSEPH (1840), *supra* note 104, at 79; and 2 SAINT-JOSEPH (1856), *supra* note 104, at 539.

294. VERLANGA HUERTA & MUÑIZ MIRANDA, *supra* note 120, at 121.

295. 2 GARCÍA GOYENA, *supra* note 37, at 368-375.

296. *Id.* at 373.

Vélez drafted very few notes that contained transcriptions of articles of the Louisiana Code. Such notes included Louisiana texts that aimed to highlight similarities or to illustrate doctrinal opinions. Most of these passages were taken from the Spanish Concordancias, which provided useful translations of the Louisiana text. Neither Vélez nor García Goyena appear to have used the translation by Verlanga Huerta and Muñiz Miranda when considering the law in Louisiana.²⁹⁷

Special mention should be given to heuristic references, which were inevitably positive, as they were those in which the Louisiana Code had been adopted. Thus, the Louisiana Code can be identified as a formal source in 48 notes of the Argentine Code. In 26 of these notes, Louisiana was the exclusive source. Most of these notes were grouped in clusters in Book III (of real rights) of the Argentine Code, and generally filled lacunae found in the Concordance or the Concordancias. On many occasions, heuristic references also indicated elements of Roman and Spanish law. In most of these cases, Vélez adopted the text of the Louisiana Code through a textual translation, though on other instances he only extracted principles.

VI. CLOSING REMARKS

The text of the Louisiana Code spread through Europe and the Americas during the nineteenth century. This dissemination was largely due to the inclusion of parts of its text within Saint-Joseph's Concordance and the Spanish Concordancias of García Goyena. These two works served as important tools for codifiers; thus, Vélez was no exception and benefited from them in drafting the Argentine Code. The Concordance, in the edition of 1840, gave a prominent position and visibility to the Louisiana text, making it highly visible since it usually occupied the first column to the right of the *Code Napoléon*. The edition of 1856 might have held the potential to limit the continuing impact of the Louisiana Code, by locating its text only in the second volume. If so, this change did not affect the diffusion of the Louisiana text, especially since García Goyena worked with the edition of 1840 when drafting his Concordancias.²⁹⁸ This strategic location within the works of concordances catapulted the Louisiana Code into a prominent position

297. *n.b.*, however, Pedro León stated that Vélez used the translation by Verlanga Huerta and Muñiz Miranda when working with the text of the Civil Code of Prussia. LEÓN, *supra* note 107, at 43-44. See also, Knütel, *supra* note 195, at 81.

298. *n.b.*, Verlanga Huerta and Muñiz Miranda also used that edition for their Spanish translation.

before the eyes of codifiers in Latin America. The Concordancias were a source of inspiration for codifiers and served as a way of making accessible the text of Louisiana both in Spain and Latin America. The Concordancias were also a very effective way of promoting the text of the Louisiana Code, especially because they were drafted in Spanish.

Earlier studies have also examined the influence of the Louisiana Code on the Argentine Code. Some authors mentioned Louisiana in their exegetic works on the sources of the Argentine Code. For example, Varela attempted to draft a 'library'²⁹⁹ of the Argentine Code but did not succeed in completing his work. Segovia undertook the most exhaustive analysis, though he indicated incorrectly that Vélez used the Louisiana Code as source for 52 articles of the Argentine Code. Other scholars studied the Louisiana Code exclusively as a source for the Argentine text. Pizarro was the first to undertake such a study by providing a valuable Spanish translation of many articles of Louisiana. Lifsic produced a useful examination of the legal history of civil-law codification in Louisiana, and concluded that, even when he did it through defective means, Vélez had worked with the official text of the Louisiana Code. Trusso explained the influence that the Spanish law had in Louisiana, while he also showed that Argentina welcomed Spanish provisions through the Louisiana Code. Knütel provided appendices to his work where he included a chart indicating the references to Louisiana within the Argentine Code. Finally, Levaggi produced a contextualized study of the sources of the Argentine Code, explaining the role that the Louisiana Code played in the interaction with other sources.

Louisiana and Argentina shared, during the nineteenth century, a certain degree of cultural identity, having both been former Spanish colonies. However, the migration waves and external influences that followed affected the territories differently, and motivated changes in the current culture. That cultural identity also motivated the sharing of a legal identity. The legal identity in Louisiana was achieved by looking at European sources, mainly French, because the latter had been able to reproduce in modern terminology some archaic legal principles that could be also found in Roman and Spanish law. The legal identity in Argentina was reached by the fusion of mainly Spanish and Creole

299. VARELA, *supra* note 138, at 17; and Tau Anzoátegui, *supra* note 139, at 542. See also, Agustín Parise, *Libraries of Civil Codes as Mirrors of Normative Transfers from Europe to the Americas: The Experiences of Lorimier in Quebec (1871–1890) and Varela in Argentina (1873–1875)*, in *ENTANGLEMENTS IN LEGAL HISTORY: CONCEPTUAL APPROACHES* 315 (Thomas Duve ed., 2014).

provisions, which also interacted with Roman and more contemporaneous continental European principles. Accordingly, Argentina considered provisions from the Louisiana Code when drafting its civil code. Vélez used Louisiana mainly as a formal source and in occasions as a material source which helped to express the feelings and legal needs in the region of Río de la Plata: Louisiana had attained what seemed to be a successful codification in the Americas.

APPENDICES

A. *Table of References to the Louisiana Code*

Appendix A provides a breakdown of the 295 notes of the Argentine Code that make reference to the Louisiana Code.

General References		10 ³⁰⁰	
	Positive	3	
		Concordances	1
		Doctrinal	2
		Heuristic	0
	Negative	8	
		Concordances	5
		Doctrinal	3
		Heuristic	0
	Direct References		278
	Positive	258	
		Concordances	180
		Doctrinal	30
		Heuristic	22
		Exclusive & Heuristic	26
	Negative	20	
		Concordances	14
		Doctrinal	6
		Heuristic	0
	Transcribed References		7
		Positive	2
			Concordances
Doctrinal			1
Heuristic			0
Negative		5	
		Concordances	3
		Doctrinal	2
		Heuristic	0
Total References		295	

300. *n.b.*, the Argentine Code made general references to the Louisiana Code in ten notes. The note to article 2182 of the Argentine text provided both positive and negative references, hence, qualifying in both categories.

B. Table of Corresponding Articles

Appendix B includes a table comprising the text of a selection of corresponding articles. The first two columns to the left include articles of the Argentine Code and their English translations. The text of those Argentine articles is followed by columns to the right including the text of corresponding articles of the Louisiana Code (French and English versions), of the Concordance in French (1840 and 1856) and Spanish (1847), and of the Concordancias (1852) in Spanish (and English translations). The text of the articles of the Argentine Code were extracted from one of the first English translations³⁰¹ and, when necessary, amended by the author. Those resulting translations by the author, when possible, also attempt to follow the wording used in the English version of the Louisiana Code (even spelling mistakes). Specific comments apply to the transcriptions of the Concordance: (i) they are not followed by English translations, because, *mutatis mutandis*, those translations can be found in the English versions of the Louisiana Code; (ii) **bold** is used to indicate additions that the transcriptions of the Concordance incorporated to the text of the Louisiana Code; and (iii) square brackets [] are used to indicate suppressions that the transcriptions of the Concordance made to the text of the Louisiana Code.

301. THE ARGENTINE CIVIL CODE (Frank L. Joannini trans. 1917).

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art.20.- La ignorancia de las leyes no sirve de excusa, si la excepción no está expresamente autorizada por la ley.	Art.20.- Ignorance of law can not be alleged as an excuse, if the exception is not expressly authorized by law.	Art.7.- After the promulgation, no one can allege ignorance of the law.	Art.7.- Après la promulgation, personne ne pourra prétendre ignorance de la loi.	Art.7.- Après la promulgation de la loi , personne ne pourra en prétexter l'ignorance . [prétendre ignorance de la loi.]
Art.54.- Tienen incapacidad absoluta: 1ro. Las personas por nacer; 2do. Los menores impúberes; 3ro. Los dementes; 4to. Los sordomudos que no saben darse a entender por escrito; 5to. Los ausentes declarados tales en juicio.	Art.54.- The following are absolutely incapable: 1. Unborn children. 2. minors below the age of puberty. 3. Insane persons. 4. Deaf-mutes who are unable to make themselves understood in writing. 5. Absentees, so declared in judicial proceedings.	Art.413.- Interdicting is not allowed on account of profligacy or prodigality.	Art.413.- L'interdiction n'a plus lieu pour cause de dissipation ou de prodigalité.	Art.413.- L'interdiction n'a plus lieu pour cause de dissipation ou de prodigalité.

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
Art.7.- Desde la promulgacion de la ley, nadie podrá pretestar su ignorancia.	Art.7.- Après la promulgation, personne ne pourra prétendre ignorance de la loi.	Art.2.- La ignorancia de las leyes no sirve de excusa.	Art.2.- Ignorance of law can not be alleged as an excuse.
Art.413.- La interdicción no tiene lugar por causa de disipacion ó de prodigalidad.	Art.413.- L'interdiction n'a plus lieu pour cause de dissipation ou de prodigalité. (513 C.N. diff.)	Art.279.- Son incapaces de administrar sus bienes: el loco ó demente, aunque tenga intervalos lúcidos; el sordo-mudo que no sabe leer ni escribir, el pródigo y el que está sufriendo la interdiccion civil.	Art.279.- The following are incapable of administering property: insane persons, even when undergoing lucid intervals; deaf-mutes, who are unable to read or write; prodigals; and those undergoing civil interdiction.

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.325.- Los hijos naturales tienen acción para pedir ser reconocidos por el padre o la madre, o para que el juez los declare tales, cuando lo padres negasen que son hijos suyos, admitiéndoseles en la investigación de la paternidad o maternidad, todas las pruebas que se admiten para probar los hechos, y que concurrán a demostrar la filiación natural. No habiendo posesión de estado, este derecho sólo puede ser ejercido por los hijos durante la vida de sus padres.</p>	<p>Art.325.- Natural children have a right of action to demand their acknowledgment by the father or the mother, or that the judge so declares them, when the parents deny that they are their children, and they shall be permitted to introduce at the inquiry into their paternal or maternal descent any evidence which is admissible to prove facts, which contribute to establish natural filiation. In the absence of the possession of any status, this right may be exercised by the children during the lifetime of their parents only.</p>	<p>Art. 226.- Illegitimate children, who have not been legally acknowledged, may be allowed to prove their paternal descent, provided they be free and white. Free illegitimate children of colour, may also be allowed to prove their descent from a father of colour only.</p>	<p>Art. 226.- La recherche de la paternité de la part des enfans illégitimes qui n'ont pas été légalement reconnus de la manière ci-dessus prescrite, est permise en faveur des enfans libres et blancs. Elle est également permise en faveur des enfans de couleur libres, mais seulement lorsque le père qu'ils recherchent est home de couleur.</p>	<p>Art. 226.- La recherche de la paternité de la part des enfans illégitimes qui n'ont pas été [légalement] reconnus de la manière ci-dessus prescrite, est permise en faveur des enfans libres et blancs. Elle est également permise en faveur des enfans de couleur libres, mais seulement lorsque le père qu'ils recherchent est home de couleur.</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art. 226.- La indagacion de la paternidad respecto de los hijos ilegítimos no reconocidos en la forma anterior, está permitida en favor de los hijos libres y blancos. Se permite igualmente en favor de los hijos de color libres, pero tan solo cuando el padre que pretenden es un hombre de color.</p>	<p>Art. 226.- La recherche de la paternité de la part des enfants illégitimes qui n'ont pas été [légalement] reconnus de la manière ci-dessus prescrite, est permise en faveur des enfants libres et blancs. Elle est également permise en faveur des enfants de couleur libres, mais seulement lorsque le père qu'ils recherchent est homme de couleur (340, § 1, C.N., <i>diff.</i>)</p>	<p>Art.127.- Se prohíbe, en todo caso, la investigacion de la paternidad y la maternidad de los hijos nacidos fuera del matrimonio. Sin embargo, todo reconocimiento del padre ó de la madre, ó de los dos juntos, podrá ser impugnado por un tercero interesado, despues de muerto el que hizo el reconocimiento.</p> <p>Apéndice 2</p>	<p>Art.127.- The right to inquire paternal or maternal descent of illegitimate children is prohibited in any event. However, any acknowledgment by the father or the mother, or by both of them, may be challenged by an interested third party, after the death of who acknowledged.</p> <p>Appendix 2</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art.424.- Si hubiese sobrante en las rentas del pupilo, el tutor deberá colocarlo a interés en los bancos o en rentas públicas, o adquirir bienes raíces con conocimiento y aprobación del juez de la tutela.	Art.424.- If there is any surplus from the income of the minor, the tutor shall place it at interest in banks or invest it in public securities, or purchase real property with the knowledge and approval of the judge of the tutorship.	Art.341.- The tutor shall be bound to invest, in the name of the minor, the revenues which exceed the expenses of his ward, whenever they amount to five hundred dollars. In default thereof, he shall be bound to pay on such excess the highest conventional interest allowed by law. The investment of the funds of the minor must be made by public act, and secured by mortgage.	Art.341.- Le tuteur devra faire, au nom du mineur lui-même, le placement des revenus qui se trouveront excéder la dépense de son pupille, dès que cet excédent s'élèvera à cinq cents piastres. A défaut d'emploi, il en devra l'intérêt au taux le plus haut de l'intérêt conventionnel permis. Le placement des fonds du mineur doit être fait par acte public et sur hypothèque.	Art.341.- Le tuteur devra faire, au nom du mineur lui-même, le placement des revenus qui se trouveront excéder la dépense de son pupille, dès que cet excédent s'élèvera à cinq cents piastres. A défaut d'emploi, il en devra l'intérêt au taux le plus haut de l'intérêt conventionnel permis. (455, C.N.) Le placement des fonds du mineur doit être fait par acte public et sur hypothèque.

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.341.- El tutor deberá imponer en nombre del menor, el residuo de las rentas que quedaren despues de satisfechos los gastos de su pupilo, siempre que dicho residuo ascienda á quinientos pesos. Si el tutor no cumpliese esta condicion, deberá satisfacer al menor el interés al mas alto precio convencional permitido. (455, C.F.) La imposicion de los fondos del menor, debe hacerse por acto público y sobre hipoteca.</p>	<p>Art.341.- Le tuteur devra faire, au nom du mineur lui-même, le placement des revenus qui se trouveront excéder la dépense de son pupille, dès que cet excédent s'élèvera à cinq cents piastres. A défaut d'emploi, il en devra l'intérêt au taux le plus haut de l'intérêt conventionnel permis. (455, C.N.) Le placement des fonds du mineur doit être fait par acte public et sur hypothèque.</p>	<p>Art.228.- Cuando resultase sobrante en el patrimonio alguna cantidad considerable de dinero, despues de cubiertas todas las atenciones y cargas de la tutela, el consejo de familia determinará el empleo que haya de dársele en beneficio del menor. Si por omision ó culpa del tutor no se emplease el dinero sobrante, responderá de sus intereses legales.</p>	<p>Art.228.- If there is a considerable amount of monetary surplus in the patrimony, once needs and duties of the tutorship are covered, the Family Meeting shall determine what use should be given to that surplus in benefit of the minor. If due to omission or fault of the tutor the surplus is not used, the tutor shall be bound to pay the interest allowed by law.</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.629.- Si el deudor no quisiere o no pudiere ejecutar el hecho, el acreedor puede exigirle la ejecución forzada, a no ser que fuese necesaria violencia contra la persona del deudor. En este último caso, el acreedor podrá pedir perjuicios e intereses.</p>	<p>Art.629.- If the debtor does not desire or is unable to perform the act, the creditor may require performance, unless violence against the person of the debtor would be necessary. In the latter case, the creditor is entitled to damages.</p>	<p>Art.1920.- On the breach of any obligation to do, or not to do, the obligee is entitled either to damages, or, in cases which permit it, to a specific performance of the contract, at his option, or he may require the dissolution of the contract, and in all these cases damages may be given where they have accrued, according to the rules established in the following section.</p>	<p>Art.1920.- Dans le cas d'inexécution d'un contrat, qui contient une obligation de faire ou de ne pas faire, celui en faveur duquel l'obligation est contractée, a droit à des dommages-intérêts, ou à requérir l'exécution spécifique du contrat, à son choix, si cette exécution est possible, ou bien il peut en demander la dissolution; et dans tous les cas, des dommages pourront lui être accordés, lorsqu'il en aura éprouvé conformément aux règles établies dans la section suivante.</p>	<p>Art.1920.- Dans le cas d'inexécution d'un contrat[,] qui contient une obligation de faire ou de ne pas faire, celui en faveur duquel l'obligation est contractée[, a droit à des dommages-intérêts, ou à requérir l'exécution spécifique du contrat, à son choix, si cette exécution est possible, ou bien il peut en demander la dissolution; et dans tous les cas, des dommages pourront lui être accordés, lorsqu'il en aura éprouvé conformément aux règles établies dans la section suivante] peut demander des dommages-intérêts; ou si cette indemnité est insuffisante, requérir l'exécution du contrat, à son choix, et dans tous les cas des dommages-intérêts.</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.1920.- En el caso de no cumplirse un contrato que contenga una obligacion de hacer ó de no hacer, aquel en cuyo favor se hubiere constituido la obligacion puede reclamar los daños é intereses; ó si esta indemnizacion no fuese suficiente, podrá pedir que se cumpla el contrato á su eleccion, y en todos los casos con resarcimiento de daños é intereses.</p>	<p>Art.1920.- Dans le cas d'inexécution d'un contrat[,] qui contient une obligation de faire ou de ne pas faire, celui en faveur duquel l'obligation est contractée[,] a droit à des dommages-intérêts, ou à requérir l'exécution spécifique du contrat, à son choix, si cette exécution est possible, ou bien il peut en demander la dissolution[]; et dans tous les cas, des dommages pourront lui être accordés, lorsqu'il en aura éprouvé conformément aux règles établies dans la section suivante.]</p>	<p>Art.1008.- Si el obligado á prestar algun servicio que consista en hacer alguna cosa, no lo hiciera, se mandará ejecutar á su costa. Esto mismo se observará, si lo hiciera contraviniendo en el modo á lo pactado; y podrá ademas decretarse la destruccion de lo mal hecho.</p>	<p>Art.1008.- If the debtor of a service does not comply, the debtor will be constrained to perform and to undertake costs. Similar provision will be followed if the debtor complies, however not in the agreed manner. In addition, destruction of what has been incorrectly performed may be required.</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art. 629. - <i>continued</i>		Art.1921.- In ordinary cases, the breach of such a contract entitles the party aggrieved only to damages, but where this would be an inadequate compensation, and the party has the power of performing the contract, he may be constrained to a specific performance by means prescribed in the laws which regulate the practice of the courts.	Art.1921.- Dans les cas ordinaires, l'inexécution d'un semblable contrat ne donne droit à la partie lésée qu'à des dommages; mais lorsque ces dommages ne seraient qu'une indemnité insuffisante, et qu'il est au pouvoir de l'autre partie d'exécuter le contrat, elle peut être contrainte à son exécution spécifique, par les moyens qui sont prescrits par les lois qui règlent la procédure.	Art.1921.- Dans le cas d'inexécution d'un contrat qui contient une obligation de faire ou de ne pas faire, celui en faveur duquel l'obligation est contractée peut demander des dommages-intérêts; ou si cette indemnité est insuffisante, requérir l'exécution du contrat, à son choix, et dans tous les cas des dommages-intérêts.
Art.850.- La transacción extingue los derechos y obligaciones que las partes hubiesen renunciado, y tiene para con ellas la autoridad de la cosa juzgada.	Art.850.- Transactions extinguish rights and obligations which parties relinquish, and, between interested parties, have a force equal to the authority of things adjudged.	Art.3045.- Transactions have, between the interested parties, a force equal to the authority of things adjudged. They cannot be attacked on account of any error in law or any lesion. But an error in calculation may always be corrected.	Art.3045.- Les transactions ont, entre les parties, une force pareille à l'autorité des choses jugées en dernier ressort. Elles ne peuvent être attaquées pour erreur de droit, ni pour cause de lésion. Mais l'erreur de calcul, dans une transaction, doit être réparée.	Art.3045.- <i>Comme</i> 2051 à 2057, C.N.

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	<p>Art.1921.- Dans les cas ordinaires, l'[in]exécution d'un semblable contrat ne donne droit à la partie lésée qu'à des dommages[; mais lorsque ces dommages ne seraient qu'une indemnité insuffisante, et qu'il est au pouvoir de l'autre partie d'exécuter le contrat, elle peut être contrainte à son exécution spécifique, par les moyens qui sont prescrits par les lois qui règlent la procédure.]</p>		
<p>Art.3045.- <i>Como el 2051 al 2057 del C.F.</i></p>	<p>Art.3045.- <i>Comme 2051 à 2057, C.N.</i></p>	<p>Art.1726.- La transaccion tiene para con las partes toda la autoridad de la cosa juzgada.</p>	<p>Art.1726.- Transaction has, between parties, a force equal to the authority of things adjudged.</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art.1381.- El mayor plazo para la retroventa no puede exceder de tres años, desde el día del contrato.	Art.1381.- The right of redemption cannot be reserved for a time exceeding three years, since the day of celebration of the contract.	Art. 2546.- The right of redemption cannot be reserved for a time exceeding ten years. If a term, exceeding that, has been stipulated in the agreement, it shall be reduced to the term of ten years.	Art. 2546.- La faculté de rachat ne peut être stipulée pour un terme qui excède dix ans. Si elle a été stipulée pour un terme plus long, elle est réduite à ce terme.	Art. 2546.- <i>Comme</i> 1659-1660, C.N. <i>Mais dix ans (au lieu de cinq), sont prescrits pour le délai du réméré.</i>
Art.2182.- El contrato de depósito se verifica, cuando una de las partes se obliga a guardar gratuitamente una cosa mueble o inmueble que la otra le confía, y a restituir la misma e idéntica cosa.	Art.2812.- A contract of deposit takes place, when one of the parties obligates himself to keep gratuitously a moveable or immovable thing which the other entrusts to him, and to return the same and identical thing.	Art. 2899.- The object of a deposit must be properly some moveable thing, but slaves also may be deposited.	Art. 2899.- Le dépôt ne peut avoir proprement pour objet qu'une chose mobilière; cependant les esclaves y sont aussi sujets.	Art. 2899.- <i>Comme</i> 1918, C.N. <i>Il est ajouté :</i> Cependant les esclaves y sont aussi sujets.

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
Art. 2546.- <i>Como el 1659 y 1660 del C.F. Pero diez años (en lugar de cinco) son los que se prescriben para el término de la retroventa.</i>	Art. 2546.- <i>Comme 1660, C.N. Mais le délai du réméré est de dix ans au lieu de cinq.</i>	N/A	N/A
Art. 2899.- <i>Como el 1918 del C.F. y se añade : Sin embargo, los esclavos tambien estan sujetos a él.</i>	Art. 2899.- <i>Comme 1917 à 1920, C.N</i>	Art. 1661.- No puede tener por objeto sino cosas muebles.	Art. 1661.- The object must be some moveable thing.

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.2509.- El que una vez ha adquirido la propiedad de una cosa por un título, no puede en adelante adquirirla por otro, si no es por lo que faltase al título por el cual la había adquirido.</p>	<p>Art.2509.- He who has once acquired the ownership of a thing by one title, cannot afterwards acquire it by another title, unless it be to supply a deficiency in the title by which it had been acquired.</p>	<p>Art.487.- He who has once acquired the ownership of a thing by one title, cannot afterwards acquire it by another title, unless it be to supply a deficiency in the first title. On the other hand, nothing prevents a thing due to a person under one title, from being also due to him under another, as for example, when a thing has been sold, and is afterwards bequeathed to the same person by the owner.</p>	<p>Art.487.- Celui qui a une fois acquis la propriété d'une chose à un titre, ne peut ensuite l'acquérir à un autre titre, si ce n'est pour ce qui manquait à ce qu'il en avait acquis d'abord. Au contraire rien n'empêche qu'une chose qui est déjà due à quelqu'un par un titre, ne puisse lui être encore due à un autre titre; comme lorsque la même chose a été vendue, et ensuite léguée à la même personne par celui qui en était le propriétaire.</p>	<p>Art.487.- Celui qui a une fois acquis la propriété d'une chose à un titre[,] ne peut ensuite l'acquérir à un autre titre, si ce n'est pour ce qui manquait à ce qu'il en avait acquis d'abord. [Au contraire rien n'empêche qu'une chose qui est déjà due à quelqu'un par un titre, ne puisse lui être encore due à un autre titre; comme lorsque la même chose a été vendue, et ensuite léguée à la même personne par celui qui en était le propriétaire.]</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.487.- El que una vez hibiere adquirido la propiedad de una cosa por un título, no puede despues volver á adquirirla por otro; escepto en la parte que le faltaba por el primero.</p>	<p>Art.487.- Celui qui a une fois acquis la propriété d'une chose à un titre[,] ne peut ensuite l'acquérir à un autre titre, si ce n'est pour ce qui manquait à ce qu'il en avait acquis d'abord. Au contraire, rien n'empêche qu'une chose qui est déjà due à quelqu'un par un titre[,] ne puisse lui être encore due à un autre titre; comme lorsque la même chose a été vendue, et ensuite léguée à la même personne par celui qui en était le propriétaire.</p>	N/A	N/A

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.3302.- Para calificar la incapacidad o indignidad, se atenderá solamente al tiempo de la muerte de aquel a quien se trate de heredar.</p>	<p>Art.3302.- In order to determine the incapacity or unworthiness, only the moment the succession is opened shall be considered.</p>	<p>Art.944.- The incapacity of heirs is the absence of those qualities required in order to inherit at the moment the succession is opened. He who wants these qualities at this time cannot be the heir. It is at the moment of the opening of the succession that the capacity or incapacity of the heir, who presents himself to claim an intestate succession, is considered.</p>	<p>Art.944.- L'incapacité est l'absence des qualités requises pour succéder au moment où s'ouvre la succession. Celui qui n'a point ces qualités à cette époque, ne peut être héritier. C'est donc au moment de l'ouverture de la succession qu'il faut considérer la capacité ou l'incapacité de l'héritier qui se présente pour recueillir une succession <i>ab intestat</i>, ou déférée par l'effet de la loi.</p>	<p>Art.944.- [L'incapacité est l'absence des qualités requises pour succéder au moment où s'ouvre la succession. Celui qui n'a point ces qualités à cette époque, ne peut être héritier.] C'est [done] au moment de l'ouverture de la succession qu'il faut considérer la capacité ou l'incapacité de l'héritier qui se présente pour recueillir une succession <i>ab intestat</i>], ou déférée par l'effet de la loi].</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.944.- Para averiguar la capacidad ó incapacidad del heredero que se presenta á recibir una herencia <i>abintestato</i>, se ha de atender al momento en que se verifica la herencia.</p>	<p>Art.944.- L'incapacité est l'absence des qualités requises pour succéder au moment où s'ouvre la succession. Celui qui n'a point ces qualités à cette époque[,] ne peut être héritier. C'est donc au moment de l'ouverture de la succession qu'il faut considérer la capacité ou l'incapacité de l'héritier qui se présente pour recueillir une succession <i>ab intestat</i>, ou déférée par l'effet de la loi.</p>	<p>Art.620.- Para calificar la incapacidad ó indignidad, se atenderá solamente al tiempo de la muerte de aquel á quien se trata de heredar. Si la institucion ó legado fueren condicionales, se atenderá además al tiempo en que se cumpla la condicion. El heredero y legatario que mueren antes de existir, ó cumplirse la condicion, aunque sobrevivan al testador, no transmiten derecho alguno á sus herederos.</p>	<p>Art.620.- In order to determine the incapacity or unworthiness, only the moment the succession is opened shall be considered. If the designation or legacy is subject to conditions, the time when the condition is fulfilled will also be considered. Heirs or legatees that die before the existence or fulfilment of the condition, even if outliving the testator, do not transfer any rights to their heirs.</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.3560.- En la línea colateral, la representación sólo tiene lugar a favor de los hijos y descendientes de los hermanos, bien sean de padre y madre o de un solo lado, para dividir la herencia del ascendiente con los demás coherederos de grado más próximo.</p>	<p>Art.3560.- Representation takes place in the collateral line only in favour of the children and descendants of brothers [and sisters], whether of the same father and mother or on one side only, for the division of the inheritance of the ascendant with the other coheirs standing in a nearer degree.</p>	<p>Art. 893.- In the collateral line, representation is admitted in favour of the children and descendants of the brothers and sisters of the deceased, whether they come to the succession in concurrence with the uncles and aunts, or whether, the brothers and sisters of the deceased having died, the succession devolves on their descendants in equal or unequal degrees.</p>	<p>Art. 893.- En ligne collatérale, la représentation est admise en faveur des enfans et descendans des frères ou sœurs du défunt, soit qu'ils viennent à sa succession concurremment avec des oncles ou tantes, soit que tous les frères ou sœurs du défunt, étant prédécédés, la succession se trouve dévolue à leurs descendans, en degrés égaux ou inégaux.</p>	<p>Art.893.-<i>Comme</i> 739 à 744, C.N.</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
Art.893.- <i>Como el 739 al 744 del C.F.</i>	Art.893.- <i>Comme 739 à 744, C.N.</i>	Art.754.- La representacion tiene siempre lugar en la linea recta de descendientes. No tiene lugar en las de ascendientes. En la colateral solo se admite á favor de los hijos y descendientes de los hermanos, bien sean de padre y madre ó de un solo lado.	Art.754.- Representation takes place always in the direct line of descendants. It does not take place in the line of ascendants. In the collateral line is only admitted in favour of the children and descendants of brothers [and sisters], whether of the same father and mother or on one side only.

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
<p>Art.3572.- Si no han quedado descendientes ni ascendientes, los cónyuges se heredan recíprocamente, excluyendo a todos los parientes colaterales, salvo los derechos de los hijos naturales.</p>	<p>Art.3572.- If neither descendants nor ascendants are left, the spouses inherit from each other reciprocally, excluding all the collateral relatives, without prejudice to the rights of the natural children.</p>	<p>Art.2359.- When the wife has not brought any dowry, or when what she has brought as a dowry is inconsiderable with respect to the condition of the husband, if either the husband or the wife die rich, leaving the survivor in necessitous circumstances, the latter has a right to take out of the succession of the deceased what is called the <i>marital portion</i>, that is, the fourth of the succession in full property, if there be no children, and the same portion, in usufruct only, when there are but three or a smaller number of children; and if there be more than three children, the surviving, whether husband or wife, shall receive only a child's share in usufruct, and he is bound to include in this portion what has been left to him as a legacy by the husband or wife, who died first.</p>	<p>Art.2359.- Lorsque la femme n'a point apporté de dot, ou que ce qu'elle a apporté en dot n'est presque rien par rapport à la condition du mari, si le premier mourant des deux époux est riche, et que le survivant soit dans la nécessité, il a le droit de prendre dans la succession du prédécédé ce que l'on appelle la <i>quarte maritale</i>, c'est-à-dire, le quart de la succession en propriété, s'il n'y a pas d'enfants, et la même portion en usufruit seulement, lorsqu'il n'y a que trois enfans ou un moindre nombre; et s'il y a plus de trois enfans, l'époux ne prendra qu'une part d'enfant en usufruit, et il est obligé d'imputer sur cette portion ce qui lui a été légué par le prédécédé.</p>	<p>Art.2359.- Si la femme n'a apporté qu'une dot faible, ou que le premier mourant soit riche, et le survivant dans la nécessité, il pourra prendre dans la succession le quart en propriété et le quart en usufruit (<i>quarte maritale</i>), lorsqu'il n'y a que trois enfans. Mais il n'aura droit qu'à une part d'enfant en usufruit, s'il y en a un plus grand nombre, part sur laquelle il imputera ce qui lui aura été légué par le prédécédé.</p>

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.2359.- Si la muger ha aportado una [illegible] de dote, o si el cónjuge que primero muere es rico, ó el superstite pobre, podrá tomar en sucesion la cuarta parte en propiedad y otra cuarta en usufructo (<i>cuarta marital</i>), cuando solo tenga tres hijos; pero tendrá derecho al usufructo de una parte correspondiente á un hijo si hubiere muchos; parte en que se imputará lo que le hubiera legado el premuerto</p>	<p>Art.2359.- Si la femme n'a apporté qu'une dot faible, ou que le premier mourant soit riche, et le survivant dans la nécessité, il pourra prendre dans la succession le quart en propriété et le quart en usufruit (<i>quarte maritale</i>), lorsqu'il n'y a que trois enfants. Mais il n'aura droit qu'à une part d'enfant en usufruit, s'il y en a un plus grand nombre, part sur laquelle il imputera ce qui lui aura été légué par le prédécédé.</p>	<p>Apéndice 11</p>	<p>Appendix 11</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art.3614.- No pueden testar los menores de diez y ocho años de uno u otro sexo.	Art.3614.- Persons of either sex under eighteen years of age cannot make a testament.	Art.1464.- The minor above sixteen can dispose only <i>mortis causa</i> (in prospect of death). But he may dispose in this manner of the same amount as a person of full age can do, even to the prejudice of the usufruct granted by law to the father and mother of the minor not emancipated, during marriage; and the usufruct in that case, will cease to the advantage of the person in whose favour the minor had disposed of it if the minor dies, being still under the power of his father and mother; and to make such disposition the minor has no need of the authorization or concurrence of his curator.	Art.1464.- Le mineur, parvenu à l'âge de seize ans, ne pourra disposer que pour cause de mort. Mais il pourra disposer de cette manière, de la même quotité qu'un majeur peut le faire, même au préjudice de l'usufruit accordé par la loi à ses père et mère pendant la durée du mariage, et cet usufruit dans ce cas, cessera au profit de celui en faveur de qui le mineur aura disposé, si ce mineur décède étant encore en la puissance de ses père et mère; pour disposer ainsi, le mineur n'a besoin ni de l'autorisation, ni du concours de son curateur.	Art.1464.- Le mineur, parvenu à l'âge de seize ans[,] ne pourra disposer que pour cause de mort. Mais il pourra disposer de cette manière[,] de la même quotité qu'un majeur peut le faire, même au préjudice légal de l'usufruit [accordé par la loi à ses père et mère pendant la durée du mariage, et cet usufruit dans ce cas, cessera au profit de celui en faveur de qui le mineur aura disposé, si ce mineur décède étant encore en la puissance de ses père et mère; pour disposer ainsi, le mineur n'a besoin ni de l'autorisation, ni du concours de son curateur].

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.1464.- El menor que hubiere cumplido diez y ocho años, solo podrá hacer donaciones <i>mortis causa</i>. Pero podrá disponer de esta manera de la misma cuota que un mayor, aun en perjuicio del usufructo legal.</p>	<p>Art.1464.- Le mineur, parvenu à l'âge de seize ans[,] ne pourra disposer que pour cause de mort. (904, C.N. diff.) Mais il pourra disposer de cette manière[,] de la même quotité qu'un majeur peut le faire, même au préjudice de l'usufruit accordé par la loi à ses père et mère pendant la durée du mariage, et cet usufruit dans ce cas[,] cessera au profit de celui en faveur de qui le mineur aura disposé, si ce mineur décède étant encore en la puissance de ses père et mère; pour disposer ainsi, le mineur n'a besoin ni de l'autorisation, ni du concours de son curateur.</p>	<p>Art.600.- Pueden disponer por testamento los varones mayores de catorce años, y las hembras mayores de doce, que al hacerlo gocen de su cabal juicio. Los locos ó dementes que tengan lucidos intervalos, pueden disponer durante ellos.</p>	<p>Art.600.- Males above fourteen years of age and females above twelve years of age can dispose by testament if they are mentally lucid at the time of elaborating the testament. Crazy or insane people may elaborate testaments, when undergoing lucid intervals.</p>

Argentine Code (1871) [Spanish Original]	Argentine Code (1871) [English Translation]	Corresponding Article in the Louisiana Code (1825) [English Original Translation]	Corresponding Article in the Louisiana Code (1825) [French Original]	Corresponding Article in the Concordance (1840) [French Original]
Art.3897.- Si el depositario ha abusado del depósito, enajenando la cosa que ha sido confiada a su cuidado; o si su heredero la vende, ignorando que la cosa se hallaba depositada, el depositante tiene privilegio sobre el precio que se debiese.	Art.3897.- If the depositary abused of the deposit, by alienating the thing confided to care; or if his heir sells it, not knowing that it had been given in deposit, the depositor retains his privilege on the price which shall be due.	Art.3190.- If the depositary abuses his trust, by alienating the thing confided to his care; or if his heir sell it, not knowing that it had been given in deposit, the depositor retains his privilege on the price which shall be due.	Art.3190.- Si le dépositaire a abusé du dépôt, en aliénant la chose qui a été confiée à sa garde, ou si son héritier la vend dans l'ignorance où il est, qu'elle a été déposée, le déposant conservera son privilège sur le prix qui pourra en être du.	Art.3190.- Le déposant conserve dans tous les cas un privilège sur les choses déposées, ou sur le prix, si le dépositaire en avait disposé.

Corresponding Article in the Concordance (1847) [Spanish Translation]	Corresponding Article in the Concordance (1856) [French Original]	Corresponding Article in the Concordancias (1852) [Spanish Original]	Corresponding Article in the Concordancias (1852) [English Translation]
<p>Art.3190.- El deponente conserva en todos los casos un privilegio sobre las cosas depositadas, ó sobre el precio, si el depositario ha dispuesto de ellas.</p>	<p>Art.3190.- Si le dépositaire a abusé du dépôt[,] en aliénant la chose [qui a été] confiée à sa garde, ou si son héritier la vend dans l'ignorance du dépôt [où il est, qu'elle a été déposée], le déposant conservera son privilège sur le prix qui pourra en être dû[u].</p>	<p>N/A</p>	<p>N/A</p>