Louisiana Law of Obligations

A Methodological & Comparative Perspective

Cases, Texts and Materials

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<td>Snow-White Roofs, Inc. v. Boucher, 182 So.2d 846 (1966)</td>
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<td>Ines, 619 So.2d 529 (1993)</td>
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<td>St. Paul Fire &amp; Marine Insurance Company v. Gallien</td>
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<td>Standard Motor Car Company v. State Farm Mutual Automobile Insurance</td>
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<td>Company, 97 So.2d 435</td>
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<tr>
<td>State ex rel. Hebert v. Recorder of Mortgages</td>
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<td>State v. Placke, 786 So.2d 889</td>
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<td>Succession of Montgomery, 506 So.2d 1309</td>
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<td>Wagenvoord Broadcasting Company, Inc. v. Canal Automatic Transmission</td>
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<td>Service, Inc., 176 So.2d 188</td>
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<td>Weingarten, Inc. v. Northgate Mall, Inc., 404 So.2d 896</td>
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Preface

This is a new and innovative coursebook on the law of Obligations in General and Conventional Obligations under the Louisiana Civil Code. The book covers not only the law of Contractual Obligations, but also, and most importantly, the General Principles of Obligations that govern all subjects addressed in the Civil Code. Such is the case, for example, of the law of Delicts (Torts) (LSA C.C. articles 2315–2324), the law of Things, Book II of the Civil Code, etc…. It is therefore strongly recommended that a reader of this coursebook have available a Louisiana Civil Code to better understand, and appreciate, the intimate connections that exist between the Books and the Articles in the Civil Code.

Like other works of its kind, it features scores of carefully edited excerpts from Louisiana judicial opinions and scholarly writings as well as citations to pertinent articles of the Louisiana Civil Code, all arranged in a systematic fashion, particularly with respect to the ranking of the sources of law. Following the civil law system's approach to the sources of law, we have first listed, under the title of each Chapter, the relevant Code articles to stress the binding authority attached to legislation as the primary source of law. The suggestion is, therefore, that any and all reasoning in a civil law system must start with an understanding of the written source of law under the form of a statute, which a Civil Code actually is. Additionally, we have included some writings of Louisiana scholars and Louisiana cases.

But this casebook includes features that most others do not. Following each case is a series of questions, some designed to direct students to the significant points of the court’s analysis, others designed to deepen students’ understanding of civil law methodology, above all the principles and techniques of interpretation as applied to a Civil Code. In addition, the coursebook reproduces pertinent articles of foreign civil Codes, excerpts from foreign civil law scholarship and it provides cross-references to relevant provisions of various Anglo-American works on contract law, including the U.C.C. and the Restatements of Contracts. The result is a work that not only provides students [and lawyers] with a comprehensive introduction to Louisiana’s law of Obligations, but it also invites students [and lawyers] to draw comparisons between that law and the complementary law of other legal systems.
References

LOUISIANA POCKET CIVIL CODE (Alain A. Levasseur ed. 2013); LexisNexis.
Alain A. Levasseur, COMPARATIVE LAW OF CONTRACTS (2008); Carolina Academic Press.
Alain A. Levasseur, LOUISIANA LAW OF CONVENTIONAL OBLIGATIONS: A PRÉCIS (2010);
LexisNexis.
Alain A. Levasseur, LOUISIANA OF OBLIGATIONS IN GENERAL: A PRÉCIS (2009); LexisNexis.
Robert J. Pothier, A TREATISE ON THE LAW OF OBLIGATIONS OR CONTRACTS (William
David Evans trans., 1806).
Marcel Planiol, TREATISE ON THE CIVIL LAW (Louisiana State Law Institute trans., 11th
ed. 1939).