GETTING LOST IN TRANSLATION: FOUR TERMS OF INTEREST IN THE CIVIL CODE OF SEYCHELLES

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In this piece we take four basic French words and follow their journey in Seychelles from the Code Napoléon, as it applied in 1808, to the Civil Code of Seychelles Bill 2018. The four terms and concepts are acte, cause, domicile, *and* titre. *To each, one part of this paper is devoted.*

Ce sont quatre mots fréquemment utilisés dans le Code Civil français (Acte, Cause, Domicile et Titre) qui servent de fil conducteur aux auteurs, pour une brève étude de leur évolution depuis leur introduction dans le Code Civil des Seychelles en 1808 jusqu'en 2018.

I INTRODUCTION

The Civil Code of Seychelles is the subject of a review project[1] which was formally launched in Seychelles on 6 May 2013. The goal was to review the Code to take account of the 38 years of social, constitutional and other legal developments since its enactment, and to propose reforms that reflected the contemporary needs and conditions of Seychelles.

The Civil Code of Seychelles is based on the French Civil Code that was promulgated as the Code civil des Français in 1804 and which then underwent a name change in 1807 to the Code Napoléon. It was exported to the Colony of Mauritius (which at that time included Seychelles) in 1808 and was retained by the British for the Colony of Mauritius when they took it over in 1810. The result was

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1 It was undertaken by a Civil Code Revision Committee comprising Seychelles judges, lawyers and senior public officers.

that with the establishment of Seychelles as a separate colony in 1903 the Code Napoléon, with few amendments, was the *droit commun* of Seychelles.

During the British colonial period, much of Book I of the Code (matters affecting civil status, marriage, and divorce) was replaced by English language statutes. The Code itself remained in French.

With independence on the horizon, the British Government engaged Professor Chloros of the Centre of European Law, Kings College, University of London, to undertake a revision of the Code and to translate it into English. A first draft was completed by Professor Chloros in 1973; the final draft was published in July 1975. The product was the Civil Code of Seychelles Ordinance 1975 which was promulgated on 3 November 1975.[2] It came into force on 1 January 1976, which was a few months before the independence of Seychelles and the advent of the entrenched constitution of 1976.[3]

Following its enactment in 1975 only a small number of amendments were made to the Civil Code of Seychelles. However, it has had to deal with two major cultural phenomena: the impact of Common Law thinking on concepts of French law, and translation from the French language into English. Both matters are at the heart of much comparative law study. Translation of the Code into English and the choice of certain English terms to reflect French legal concepts creates an opportunity for comparative study.

The revision activity which commenced in 2013[4] resulted in a revised Civil Code Bill - the Civil Code of Seychelles Bill 2018.[5]

The markers used along the way are the Code civil des Français as promulgated in 1804 (the "Code civil"), E Blackwood Wright's translation into English of the Code Napoléon as at 1906,[6] Amos and Walton's *Introduction to French Law*,[7] the Civil Code of Seychelles Ordinance 1975 ("the 1975 Code"), AG Chloros'

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2 A commentary on the new Code was published as a separate text: AG Chloros *Codification in a Mixed Jurisdiction: The Civil and Commercial Law of Seychelles* (North Holland, 1977).

3 Seychelles Independence Order 1976 No 894.

4 The Government White Paper was published on 4 May 2017.

5 Bill No 13 of 2018.

6 E Blackwood Wright *The French Civil Code (As Amended up to 1906)* (Stevens and sons, London, 1908). Dr Blackwood Wright was the Chief Justice of Seychelles for three years. During that time he, a Common Law lawyer, had to apply the French law as found in the Code Napoléon as it operated in Seychelles. He was concerned that access to the law was not available in English, so he wrote an English translation of the Code with useful footnotes at key points.

7 3rd ed, Oxford, 1967.

accompanying commentary on the 1975 Code,[8] and the Civil Code of Seychelles Bill 2018 ("the 2018 Bill"). The result of this study tells something of the law of Seychelles and also demonstrates in the Seychelles context the risks attendant on the translating of law concepts.

II ACTE

This term can cause some confusion. In the particular context of family law and in the Code an *acte* is a record or, in more common parlance, a certificate. So in Book I, Title II of the Code civil the heading "Des Actes de l'état civil" refers not to an act in the sense of action but rather to the record of a birth, death, or marriage. Article 34 of the Code civil states: "Les actes de l'état civil énonceront l'année, le jour et l'heure où ils seront reçus, les prénoms, noms, âge, profession et domicile de tous ceux qui y seront dénommés". Blackwood-Wright's 1906 translation makes it clear that "*acte*" here is referring to a document or record: "Each record of the Civil Status Department shall state the year, the day, and the hour on which it is made…".[9] In that context he chose "record" as the appropriate translation for *acte*. Articles 195 and 196 of the Code civil refer to the "l'acte de célébration du mariage". This was translated by Blackwood Wright in art 195 as relating to the "record of the celebration of such marriage" but in his article 196 *acte* was translated as "document". Although he used two different English terms for the single French term, Blackwood Wright nonetheless captured the sense of the French *acte* as being a written record and used appropriate English terminology to convey that sense in his 1906 translation.

These matters are explained in Amos and Walton under the heading "Etat Civil". Amos and Walton refer to the *actes du mariage* as "marriage certificates". Their choice of term accords with the more contemporary usage in English, where the reference is likely to be to a birth certificate, a marriage certificate, or a death certificate.

Professor Chloros states in his commentary to the 1975 Code[10] that "Seychelles knows 'acts of birth', 'acts of marriage' and 'acts of death' …". This transliteral rendering of *acte* is reflected in a number of provisions in the 1975 Code; for instance in art 319, where descent of children is proved "by the acts of birth registered in the

8 Above n 2.

9 Above n 6, at 37. An interesting comparison is with "Act" in English when reference is to the formal record of a Parliamentary law.

10 Above n 2, at 37. The rendering of *acte* by "act" in Seychelles dates at least to the origins of the current Civil Status Act in Mauritius English legislation of 22 April 1893. The colonial civil status legislation replaced many provisions of Book I of the Code Napoléon.

register of civil status". Chloros also notes in his commentary that "certificate" is "the more accepted English term"[11] and this is the term used in, for example, arts 194 and 196 of the 1975 Code: the *acte de mariage* is translated as "certificate of marriage".

Suffice it to say that in English a reference to the "act of birth" is ambiguous. However, the references in the 1975 Code to "acts of birth" and so forth were clear to Seychelles lawyers, who knew the origins of the English terminology.

The Civil Code Revision Committee considered this matter. It was aware that the reference to these documents by the English word "act" was not ideal[12] and that continuing its use in a revised Code would not be consistent with the desire of the Revision Committee to render the Code in contemporary, plain English.[13] It was decided in the 2018 Bill to continue to refer to certificates of births, deaths, and marriages by the English word "act" but to pair that with (*acte*) to indicate clearly to the uninformed reader that "act" in this context refers to a formal legal document.

III CAUSE[14]

The concept of *cause* is a difficult one and, as most commentators acknowledge, it has given rise to significant debate and disagreement since the time of the promulgation of the Code civil. It is the product of 18th century French thinking. Although often criticised, the provisions on *cause* remained in France as they were when promulgated in 1804 until the major changes there in 2016.[15]

Article 1108 of the Code Napoléon makes *cause* an element essential to the validity of a contract. Describing the classical view of *cause*, Amos and Walton[16] state that "the cause of an obligation was a counter-prestation that a contracting party

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11 Above n 2, at 57 (n 69).

12 The Interpretation and General Clauses Act in s 22(1) defines "act" as used with reference to an offence or a civil wrong, includes an omission and extends to a series of acts or omissions or a series of acts and omissions.

13 The Revision Committee noted that current popular usage (in Seychelles Creole) in Seychelles is *papye laz* or *certificat de naissance*.

14 For a full discussion of this concept in the law of Seychelles see M Twomey *Legal Métissage in a Micro-Jurisdiction: The Mixing of Common Law and Civil Law in Seychelles* (CLJP, Collection Ex Professo Vol 6, 2017) at 93-98. For a presentation of various approaches to translating "cause", see the Table at the end of this paper.

15 In 2016 France amended its Code civil (Ordinance n° 2016-131, 10 February 2016), removing the requirement for *cause*, while maintaining some of its functions in scattered texts of the reform. See for example F Chénedé "La cause est morte … vive la cause?" *Contrats, conc consom* 2016, dossier 4 (n° 5, p 21).

16 Above n 7, at 166.

had in view". As the reason for the undertaking of the obligation, *cause* is said to be different from the motive for undertaking the obligation. It is an element separate from that of *objet*.

One manner of distinguishing *cause* and *object* is to regard the *objet* of the contract as the answer to the question "What is the subject-matter of the contract?" (or in Latin *quid debetur*) and *cause* as the answer to the question "Why is the obligation being undertaken?" (or in Latin *cur debetur*).

Blackwood Wright writing in 1906 said "I have been able to find no satisfactory definition of "cause" in French commentators…".[17] The result was that Blackwood Wright did not translate the word *cause*; he retained the French word in his translation. For his part, Chloros described *cause* as "one of the most abstruse, subtle and difficult notions to understand" and considered it preferable to do away with the term.[18] But he recognised the need to retain various dimensions of the concept of *cause*, and sought to express them in other ways in the various contexts in which they arose. Thus, *cause* as a criterion of a valid contract became in the 1975 Code a requirement that the contract not be "against public policy".[19] This is despite the fact that the 1975 Code already provided for the doctrine of public policy in art 6.[20] Similarly, the 1975 Code replaces *cause* in arts 1108 and 1131 with the notion of public policy. In art 1132, which provides that an agreement is not rendered invalid if its *cause* is not stated, the 1975 Code uses "reason" as the translation of *cause*.[21] In article 1133, which provides a definition of what constitutes a "*cause illicite*" (a *"cause illicite"* cannot serve as the foundation of a valid obligation),[22] the 1975 Code uses "object", and (again returning to the concept of public policy) states that an object "is unlawful when it is prohibited by law or when it infringes the principles of public policy."[23]

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17 Above n 6, at 203. Comment in this paper relates to the use of *cause* in relation to the law of contract. Elsewhere in the Code Napoléon *cause* has different meanings, for example the heading above art 427 "Des causes qui dispensent de la Tutelle" (reason or basis); art 449 "pourront intervenir dans la cause…" (in the case or matter); and art 512 "L'interdiction cesse avec les causes…" (causes).

18 Above n 2, at 104.

19 See arts 1108 and 1131 of the 1975 Code.

20 A fact noted by Chloros himself: above n 2, at 104.

21 That notwithstanding, Chloros states in his commentary that "the Code does not take into account the 'reason' or motive for making a contract", above n 2, at 107.

22 Art 1131 of the 1975 Code.

23 This is inconsistent with the meaning of "object" in art 1108 of the 1975 Code.

According to Chloros these changes were "fundamental" for "in this way the law of Seychelles opts for those legal systems, such as the German or the English, which have no such requirement".[24] This is true to the extent that neither the German nor the English system has the notion of *cause*. However, although the removal of the notion of *cause* in the Seychelles system may have brought it closer to the consensus-based German law, it remains quite different from the English law with its requirement of consideration.

The Revision Committee sought to rationalise matters. Consistent with the 1975 Code, the 2018 Bill does not include *cause* as a requirement of a valid contract. The requirement for a contract not to be against public policy is retained, despite being duplicative of art 6. The articles of the 1975 Code which expanded on or provided detail to the concept of *cause* in the contractual context and its impact on the validity of an agreement (arts 1132 and 1133) are now vacant within the 2018 Bill, being unnecessary in light of the fact that *cause* is no longer a requirement of a valid contract.

Cause is also used in the context of unjust enrichment. French case law had established the principle of unjust enrichment (*enrichissement sans cause*) in 1892 in the case of *Boudier*.[25] Chloros incorporated this case law principle into the Civil Code of 1975 as art 1381-1: "If a person suffers some detriment without lawful cause and another is correspondingly enriched without lawful cause, the former shall be able to recover what is due to him to the extent of the enrichment of the latter". There, he retained the word *cause*.

The Revision Committee noted that the article on unjust enrichment is well drafted and has served Seychelles well. It is retained in the 2018 Bill.[26] However in this context "cause" is the English word in its sense of "reason" rather than the French concept of *cause*.

It is clear that the removal of the requirement of *cause* for a valid contract was a positive reform in 1975. Unfortunately, the manner of the concept's replacement could have been more consistently dealt with in the 1975 Code. It is hoped that the provisions of the 2018 Bill do deal more consistently with the matter. The task of

24 Above n 2, at 104.

25 Req15.6 .892, D.1892.1.596; S.1893.1.281.

26 It is also now incorporated in the French Civil Code by the amendments of 2016: see from art 1303. There the term "enrichissement injustifié" is used.

translating the notion of cause has thus been obviated. Whether *cause* means "counter-prestation", "object", "reason", or "motive" remains an open question.[27]

IV DOMICILE

The Code civil spoke of *domicile*, especially in art 102 which was the first article in Book I, Title III of the Code under the heading "Du Domicile ("Concerning Domicile").[28]

Article 102 was rendered by Blackwood Wright in 1906 as follows: "The civil domicile of any Frenchman is, for the purpose of the exercise of civil rights, at the place where he has his principal residence". Blackwood Wright discussed the meaning and translation of *domicile* and it is clear that the interpretation he takes is that *domicile* means "a fixed place of residence".[29]

In 1950 the Seychelles government enacted the "Domicile Ordinance". The purpose of that Ordinance was to have the English rules of domicil apply in Seychelles.[30]

The difficulty is that this introduced a new concept to the legal system that went under the same (or a very similar) name as a different legal concept already in existence in that system. With the enactment of the Domicile Ordinance in 1950, the English concept of domicil became part of the law of Seychelles, but different in substance to the *domicile* provided for in the Code civil in operation in Seychelles at the time.

In the English context domicil is the factor that connects a person and their activities to a particular legal system. The functional equivalent in private international law in France is *nationalité*. In French law, on the other hand, *domicile* is a fixed address within a locality where for example a person may be served with court process.[31] It has a procedural importance and in that sense resembles in part at

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27 For some the Latin *causa* may be the best translation! *Contenu* is the term used in the place of *cause* in art 1128 of French law reform and ordinance No 2016-131.

28 Article 9 of the Code civil also dealt with domicile but that provision was repealed while Seychelles was part of the Colony of Mauritius.

29 Above n 6, p 4, in footnote E, under art 8. There is a further substantial footnote on the matter in Blackwood-Wright, above n 6, under art 102.

30 Although the title uses "domicile" the subject was "domicil". As is clear from the name of the Ordinance, in English the word could be spelled "domicil" or "domicile": see for example "domicil" in *Cheshires Private International Law* (9 ed, Butterworths, London, 1974). *Dicey and Morris Conflict of Laws* was using "domicile". *Halsbury's Laws of England* (3 ed, 1963) used "domicil". English judicial usage was variable.

31 See Amos and Walton, above n 7 at 36.

least the English Common Law "address for service". Broadly, the difference is between a country (domicil) and an address in a country (*domicile*). So for instance a person may hold domicil in a country in which they have no *domicile* - that is to say they may fulfil the requirements of the English concept of domicil but have no residence in, nor have ever resided in, the country where their domicil is located.[32]

In the 1975 Code Chloros sought to address the confusion by referring, in art 102, to the English term "residence" and avoiding use of the English term "domicile". In the 1975 Code the heading of Book I, Title III is "Residence". This approach has not succeeded in addressing the confusion.

The Civil Code Revision Committee noted the significant differences between *domicile* and domicil and that these differences had not been resolved by the 1975 Code. Further, the Domicile Ordinance is in a number of respects clearly unconstitutional depending as it does on discrimination on the basis of sex and marital status.[33] The solution proposed by the Revision Committee and that incorporated in the 2018 Bill was to state in art 10 that "'Domicil' means the country of habitual residence of a person. Habitual residence is a matter of fact determined by an assessment of all the relevant circumstances". This proposal took the position that domicil was a connecting factor for private international law purposes to distinguish it from the procedural *domicile*. The proposal was that it would be spelled "domicil" to distinguish it from *domicile*.

The consequences of all this is that "domicil" as used in the 2018 Bill means the country of habitual residence of a person and is a connecting factor for conflict of laws purposes. It is, therefore, the inheritor of the English Common Law tradition because it refers to the legal system of a country and not to an address, but its content has shifted from a legal to a factual assessment of where "habitual residence" is located. Those provisions in the Code Napoléon dealing with *domicile* have, since at least the mid-19th century, sat in statute outside of the Code.

V TITRE

A General

The Code Napoléon uses the word *titre* in a number of different senses. First of all, as a title or name;[34] sometimes it is a reference simply to a document (in some

32 For example, a minor who has taken the domicil of a parent.

33 The Domicile Ordinance remains in large part still in force, but if the 2018 Bill is passed it will be repealed.

34 It is frequently used in this sense when referring to parts of the Code.

of those cases the use of *acte* would probably have done equally well);[35] and in other cases the word refers to a right.[36]

Blackwood Wright discusses another usage of the term *titre* in the Code Napoléon:[37]

> "Titre" is also used to mean a juridical fact – an act of law – eg the agreement which the instrument is intended to prove. (See the expression "à titre gratuit" in Art 893). It is also the name given to "donations". Thus, in Art 2265 the "juste titre" is an "act in law" which would have transferred the property if the person who transferred the property had been owner, and the word is also so used in Art 2267.

Of particular interest for the purpose of this piece are the uses of *titre* in the Code Napoléon where *titre* is the thing required to establish a right or rebut a presumption, principally in arts 628 to 710 which deal with rights of use, occupation (*habitation*), and easements or rights over land other than ownership.

In art 628 of the Code Napoléon, "Les droits d'usage et d'habitation se règlent par le titre qui les a établis…" and in art 629 "Si le titre ne s'explique pas sur l'étendue de ce droits…". Here the reference is clearly to a document and not to title in the sense of ownership.

In art 653 of the Code Napoléon, a wall between properties is presumed to be a party wall unless there is *titre* or some indication to the contrary. In art 666, a wall or ditch separating the land of different owners is presumed to be jointly owned in the absence of (among other possible alternatives) *titre*. In art 672, a neighbour may demand the cutting or removal of foliage that is closer to the boundary than permitted

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35 Eg art 628 "Les droits d'usage et d'habitation se règlent par le titre qui les a établis, et reçoivent, d'après ses dispositions, plus ou moins d'étendue".

36 Eg in art 975 where a legatee holds property "by whatever right"; "à quelque titre qu'ils soient".

37 Above n6, at 238 (n(e)). By way of comparison note –

> **1. Planiol et Ripert *Droit Civil-Les Biens***
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> Titre = acte juridique
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> Paragraph 361 – "De la notion de titre pour la preuve de la propriété".
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> > "Au regard de la preuve du droit de propriété, sont considérés comme titre tous les actes qui reconnaisent l'existence de ce droit, sans qu'il y ait à distinguer entre les actes translatifs et les actes déclaratifs. Par suite, les jugements et les partages sont des titres suffisants".
>
> **2. Nouveau Répertoire de droit (2nd ed, vol 3, Propriété)**
>
> Paragraph 263 "Il s'agit d'actes privés tendant à faire supposer que telle personne est propriétaire".

by law, but an exception is where there is *titre* – a right to have the trees growing as they are.

Chloros in the 1975 Code translates these references to *titre* as "document of title".[38] This is inapt to the extent it creates the impression that the evidence required to rebut the presumption, or prove the exception, is evidence of ownership in the Common Law sense of holding "title". *Titre* in the articles above encompasses evidence of right, not necessarily evidence of ownership.

For the 1975 Code to indicate, by using title, that *titre* is ownership is misleading because ownership of land depends on registration under statutes which take priority over the Civil Code.

The Land Registration Act (Cap 107) in s 20 says among other things:

> (a) the registration of a person as the proprietor of land with an absolute title shall vest in him the absolute ownership of that land, together with all rights, privileges and appurtenances belonging to or appurtenant thereto.

Section 2 of the Immovable Property (Judicial Sales) Act states in s 2, para 2:

> it shall not be necessary to copy or to set forth in extenso in the commandment the title (titre) in virtue of which the seizure is to be made; it shall be sufficient to mention and describe the same, by stating the date of the title, the name of the notary, (if the title be a notarial deed), the amount of the sum due, and the nature of the claim.

For the purposes of the Immovable Property (Judicial Sales) Act, title is defined as "the document on which the creditor's claim or right is founded".[39] These changes date back to Mauritius Ordinance No 19 of 1868 which, in Mauritius as well as in Seychelles, was "the fundamental law regulating sales of real property made by public competition".

It is to be noted that the relevant articles in Blackwood Wright's translation also refer to a "document of title".

This has led to a situation in which the above references to a "document of title" in the 1975 Code set too high a threshold, in that in English literally they are evidence

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38 In some cases the reference to "title" could have been avoided – for example art 1593 "Les frais d'actes et autres accessoires à la vente sont à la charge de l'acheteur" appears in the 1975 Code as "The costs of the documents of title and other accessories to the sale shall fall upon the buyer". Reference to these matters is made in Twomey (above n 14) at 22; she further references the writings of Sauzier on this matter: A Sauzier "L'influence du modèle juridique français aux Seychelles" (1995) Rev int dr comp at 154.

39 See "Explanation of Terms used in this ordinance" appended to the Immovable Property (Judicial Sales) Act.

of ownership. This is not the intent of the references to *titre* in the equivalent articles of the Code Napoléon.

The Revision Committee's approach was to refer to a document, or an instrument, in the relevant articles, and to follow this with the French *titre* in brackets.

B "En fait de meubles, la possession vaut titre"

Titre appears in the well-known art 2279 of the Code Napoléon: "En fait de meubles, la possession vaut titre".

Amos and Walton say of art 2279 that "Taken literally, these words might mean either merely that possession creates a presumption of ownership, or on the other hand, that the right of the possessor is always unquestionable". They conclude that "the true sense of the text, … is intermediate between these two meanings".[40]

The translation of art 2279 by Amos and Walton is "In case of movables, possession is equivalent to title". Blackwood-Wright took a similar approach and translated art 2279 as "With reference to movables, possession is considered equivalent to a title". Chloros renders the article in the 1975 Code as "With regard to movables, possession in good faith establishes a presumption of ownership".

The choice given in Amos and Walton is of a simple presumption or of the possessor in good faith at least always being accounted as owner. The cryptic phrase therefore raises translation questions both about *titre* and also about *vaut*. Using the definition of *titre* explored earlier, this phrase would suggest that possession has the value of a document which indicates ownership.

The 2018 Bill returns to the French position, with the relevant article stating that "Possession of a movable in good faith is equivalent to ownership". For clarity, the Revision Committee decided to put the entire French expression in parentheses immediately following the English.

VI CONCLUSION

The examples presented here show clearly that care is required in the translating of French law words into English in the context of the Civil Code of Seychelles. *Acte* ought usually not to be translated as "act" but by the relevant English words for a document, instrument, or certificate; the translation will probably vary depending on the context of the Code provision. The meaning of domicil is clear, but the same spelling of the two distinct English and French concepts complicates matters. The early distinction between domicil and *domicile* helped only if editing retained the spelling difference accurately. The fact that in English the word is now commonly

40 In Amos and Walton, above n 7 at 113.

spelt also as "domicile" has not assisted.[41] In private international law, domicile does not confuse: a functional translation is "address for service". *Cause* is a concept not to be translated; it has no English equivalent and it is difficult to explain, even in French law. *Titre* looks like "title" and that is unfortunately how it is translated in the Civil Code of Seychelles of 1975. The translation of titre by "title" also demonstrates how an erroneous translation can have substantive effects and, at the very least, cause confusion.

Traduttore traditore – translators beware!

41 See usage in *Halsbury's Laws of England* (2011).

TABLE

	Code Civil 1804	**Blackwood Wright (unofficial) 1906**	**1975 Code (official)**	**2018 Bill**	**France 2016**
1108	Chapitre II *des Conditions essentielles pour la Validité des Conventions* 1108. Quatre conditions sont essentielles pour la validité d'une convention: Le consentement de la partie qui s'oblige; Sa capacité de contracter; Un objet certain qui forme la matière de l'engagement; Une cause licite dans l'obligation.	Chapter II of the Conditions which are essential to constitute a Valid Contract. 1108. In order that a contract should be valid, it must comply with four conditions. There must be consent by the party bound; the person must be capable of contracting; the subject-matter of the contract must be certain; the "cause" of the contract must be lawful.	Chapter II Essential Conditions for the Validity of Contracts Article 1108 Four conditions are essential for the validity of an agreement – The consent of the party who binds himself, His capacity to enter into a contract, A definite object which forms the subject-matter of the undertaking, That it should not be against the law or against public policy.	Book III Contracts and Agreements in General 1108. Four conditions are required for a contract to be valid – (a) The consent of the party who binds him or herself; (b) His or her capacity to enter into a contract; (c) A definite object (*objet certain*) which forms part of the contract; and (d) That the contract is not against the law or public policy.	Section 2 La validité du contrat Art 1128. Sont nécessaires à la validité d'un contrat: 1. Le consentement des parties; 2. Leur capacité de contracter; 3. Un contenu licite et certain.
1131	Section IV *De la Cause* 1131. L'obligation sans cause, ou sur une fausse cause, ou sur une cause illicite, ne peut avoir aucun effet.	Section 4 *Of the "Cause" of a Contract* 1131. An obligation without "cause", or founded on a false "cause", or illicit cause, can have no effect.	Section IV Public Policy Article 1131 An obligation which is against public policy shall have no legal effect.	1131.(1) A contract that is unlawful has no legal effect.	Art 1162. Le contrat ne peut déroger à l'ordre public ni par ses stipulations, ni par son but, que ce dernier ait été connu ou non par toutes les parties.
1132	1132. La convention n'est pas moins valable quoique la cause	1132. An agreement is good, though the "cause" may not	Article 1132 An agreement shall be valid although the	1132. Vacant	

	n'en soit pas exprimée.	be expressed therein.	reason for making it is not stated.		
1133	1133. La cause est illicite quand elle est prohibée par la loi, quand elle est contraire aux bonnes mœurs ou à l'ordre public.	1133. The "cause" is unlawful when it is one prohibited by law, when it is contrary to good morals, or against the public interest.	Article 1133 The object of an agreement is unlawful when it is prohibited by law or when it infringes the principles of public policy.	1133. Vacant	