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COMMENTS

Leases by Non-Owners

The lease of a thing is a contract by which one party, the lessor, undertakes to convey to another, the lessee, the enjoyment of a thing during a certain period in return for a fixed price.¹ The lessor is personally bound to furnish the lessee with the enjoyment of the property during the lease term, and if the lessee is disturbed in his possession of the property he has recourse against the lessor. Thus a lease is basically a personal contract under which the lessee receives an obligation of the lessor to do.² Followed to its logical conclusion, the notion that

1. LA. CIVIL CODE art. 2674 (1870).

2. 2 PLANIOL, CIVIL LAW TREATISE (AN ENGLISH TRANSLATION BY THE LOUISIANA STATE LAW INSTITUTE) no. 1707 (1959): "The right of the lessee resulting from the obligation contracted towards him by the lessor is purely personal: it is a credit, the lessor is bound towards him by an obligation to do. The