

Paper for the 13th of October

1. On February 10th 2016, the French government adopted an ordinance on the reform of the law of contracts which became effective on October 1st 2016. Considering that the French law of Contract is currently under reform, some assumptions contained in Chapter 5 of the casebook are outdated.

Compare the statutory provisions below: What has happened with regard to the cause in the obligation? Please explain the decision of the French legislator.

2. How far can the theory of consideration and the doctrine of cause be regarded as functional equivalents? Give two examples where the two instruments work as functional equivalents.

French Civil Code 1804	French Civil Code 2016 (as from October 1st)
<u>Art. 1108</u> Four requisites are essential for the validity of an agreement: The consent of the party who binds himself; His capacity to contract; A definite object which forms the subject-matter of the undertaking; A lawful cause in the obligation.	<u>Art. 1128</u> The necessary conditions for the validity of a contract are: 1° The consent of the parties; 2° Their capacity to contract; 3° A determined and lawful content of the contract.