

### **Paper for the 10<sup>th</sup> of November**

How far is it right to speak of a divide between Civil and Common law with regard to the sanction of (unilateral) mistake in contracts? Where does this divide stem from? Has there been a tendency to overcome or relativize this divide in recent years?

**NB:** For your answer you are allowed to refer to the articles of the former French law (from 1804). You can find an English translation of the latter in the textbook. The new French law is essentially a codification of the existing doctrine and the reform of 2016 does in principle not alter the content of the law of mistake.