

Paper for the 6th of October

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. This reform is an attempt to modernize the French law of contracts and to adjust the law text to the existing doctrine and to dogmatic changes within European private law. Considering that the French law of Contract is currently under reform, some assumptions contained in Chapters 2 and 3 of the Casebook are outdated.

1. Please explain, how far the articles of the new French Law reprinted below (in comparison to the ones from 1804) change the content and scope of the French law of Contract.
2. Please explain, in what way the articles bring the French law closer to – or alternatively – further away from the English and the German law in comparison to the existing law (explained in the textbook). The topics to be discussed are the notion of contract, the binding nature of contract and the positioning of contract law within the private law system.

French Civil Code 1804	French Civil Code 2016 (as from October 1st 2016)
3 rd Book: Of the Various Ways How Ownership is acquired	3 rd Book: Of the Various Ways How Ownership is acquired
III rd Title: Of Contracts and of Conventional Obligations in General	III rd Title: The Sources of Obligations
	<u>Art. 1100</u> Obligations arise from juridical acts, juridical facts or from the law itself. (...)
	<u>Art. 1100-1</u> Juridical acts are declarations of will aimed at producing legal effects. They can be of conventional or unilateral nature.
	<u>Art. 1100-2</u> Juridical facts are acts or events for which the law foresees legal effects. (...).
	First Sub-Title: The Contract
<u>Art. 1101</u> A contract is an agreement by which one or several persons bind themselves, towards one or several others, to transfer, to do or not to do something.	<u>Art. 1101</u> A contract is a concurrence of will between two or several persons aimed at the creation, the modification, the transmission or the termination of obligations.
<u>Art. 1142</u> Any obligation to do or not to do resolves itself into damages, in case of non-performance on the part of the debtor.	<u>Art. 1221</u> The creditor of an obligation can, following summons to pay, ask for execution in kind, except if that execution proves impossible or if there is a manifest disproportion between the debtor's costs and the creditor's interest.