

**Paper for the 24<sup>th</sup> of November 2016**

**Immoral and illegal Contracts, Chap. 12, p. 607-664**

Imagine there is a statute that prohibits the use of wood in the construction of houses „because of its negative effects on the psychological well-being of the inhabitants“. B, who has always dreamt of building his own house and having a wooden bedroom, convinces the constructor A to fulfil this wish and build a house with a wooden bedroom.

The relevant passage of the contract reads: “A and B agree that A will construct a bedroom made of wood for B. The use of wood as construction material is the explicit wish of B. Both, A and B, know that the use of wood for the construction of bedrooms is prohibited by law. Nonetheless, the parties wish to implement the contract as stated above.”

After A has finished his work, B refuses to pay the part of the price that corresponds to the bedroom, arguing that it is legally prohibited to include wood in the construction of the bedroom. As a consequence, B says, the contract is void at least with regard to this clause.

- 1) Does A have a legally enforceable claim to payment against B? Please answer this question with regard to French, English and German law.**
- 2) Please explain in more general terms the problem that is to be dealt with in this case. Why does this issue occur regularly?**