

**HISTORICAL INTRODUCTION TO SWISS PRIVATE LAW :
FROM ROMAN LAW TO MODERN CODIFICATION**

**LESSON IV (30th MAY 2023) : QUESTIONNAIRE
SWISS LAW OF OBLIGATIONS (« CODE OF OBLIGATIONS »)**

As preparation for the next lecture and discussion, please answer the following questions by doing research (in libraries and/or on the web) and by discussing with your colleagues :

1. Which links can you make by reading the Roman and Swiss legal sources below ?

Paulus (II-III c. AD) Digest 19.4.1.pr (VI c. AD)

« As one thing is the sale and another the purchase, one person is the seller and another the buyer, one thing is the price and another the merchandise. (...) The buyer, in fact, if he has not made the recipient the owner of the money, is bound by the action of sale, whereas it is sufficient for the seller to be obliged for eviction, to deliver the possession, and to be free from fraud ; so that if the thing has not been evicted, he owes nothing (...). »

Art. 184 Swiss Code of obligations (1912)

¹ A contract of sale is a contract whereby the seller undertakes to deliver the item sold and transfer ownership of it to the buyer in return for the sale price, which the buyer undertakes to pay to the seller.

² Unless otherwise provided by agreement or custom, the seller and the buyer are obliged to discharge their obligations simultaneously quid pro quo.

³ The price is deemed sufficiently determined where it can be determined from the circumstances.

2. Which provisions of the Chinese Civil Code can you relate to the legal sources above ?