

CODE OF OBLIGATIONS.

Sections 396 to 398

When examining the Sections 396 to 398 for translation, the Committee of Translation has made a number of observations which have been carefully examined by the French Committee, the answer being as follows.

- 1) Section 396. Is a promise of sale a contract? The French Committee are of opinion that it would go too far to consider the promise of sale as a specific contract, this opinion being admitted by a number of French lawyers only, but not by some other or by the other Codes. The promise of sale may be taken a contract as far as considered as a conditional contract of sale, the uncertain event in the occasion being the acceptance or non-acceptance of the offeree. In this way, it is correct to say that the promise of sale is a contract (unilateral contract) as says Section 396, such a promise having to be discriminated carefully from the consensual agreement for sale which is really a sale made at once. But, to avoid any misconception as to the promise of sale in Section 396 being taken as a specific contract, the French Committee agree that it is better to redraft the matter