

Introduction to German Law

Contract (1)

Case 1: B orders three score of eggs from S at a price of € 0.15 per egg. When making the order, B assumes that there are ten eggs in a score. In fact, there are twenty eggs in a score. As the eggs are delivered, B refuses to pay.

Case 2: In early March, B orders 60 eggs from S to be delivered on Saturday, April 26. When making the order, B assumes that April 27 will be Easter Sunday. In fact, Easter Sunday is on April 20. When B realises his mistake, he calls S to cancel the order. S insists that there is a valid contract.

Error (*Irrtum*)

regarding the reasons for making the declaration (*Motivirrtum / Irrtum in der Willensbildung*)

occurring in the act of making a declaration (*Irrtum in der Erklärung*)

Irrelevant, unless ...

... caused by an intentional misrepresentation (§ 123 BGB)

... regarding the qualities of a person or a thing (§ 119 [2] BGB)

error regarding the meaning of a declaration (*Inhaltsirrtum*)

Misspeaking or miswriting (*Erklärungsirrtum*)

Case 3: Eight year old B buys an mp3 player for € 25 from S without his parents knowledge. B's parents ask S to return the money paid by B. They intend to keep the mp3 player in order to punish S for his irresponsible behaviour.

0 – 6	7 – 17	18 and over
<i>Geschäftsunfähig</i>	<i>Beschränkt geschäftsfähig</i>	<i>Voll geschäftsfähig</i>
All declarations are void (§ 104 No. 1, § 105 BGB)	Declarations are valid if they only bring a legal benefit (§ 107 BGB)	Unlimited capacity