



# Introduction to Private Law

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## Preface

Dear Reader

These lecture notes have been written for the first semester course "Introduction to Private Law" at the University of St. Gallen. Prof. Dr. Müller-Chen has written chapters one to four. They are an abridged and translated version of his two books "Obligationenrecht, Allgemeiner Teil, litera B – Bologna-kompatibel Jus studieren, 2d edition, Zürich 2012 (with Prof. Dr. Andreas Furrer)" and "Obligationenrecht, Besonderer Teil, litera B – Bologna-kompatibel Jus studieren, Zürich 2011 (with Prof. Dr. Andreas Furrer and Prof. Dr. Daniel Girsberger)". I am grateful for my colleagues' kind approval to use the two sources. Chapters five and six are a translation of the respective chapters in the German lecture notes "Einführung ins Privatrecht", written by Prof. Dr. Andreas Binder and edited by PD Dr. iur. Thomas Werlen.

The twelve weeks of the semester (not counting the two week semester break) are broken down in six two-week units. Thus, each chapter represents the course load of two weeks. You are expected to have read the respective texts before class; the lectures will not repeat everything written in the lecture notes but rather build upon them and deepen their contents.

Each chapter begins with learning objectives and the relevant statutory provisions and is followed by the main text. At the end you will find study questions to review your learning progress.

The authors are very grateful to Romana Brueggemann, Bachelor in Law and Economics, and Matthew Firth, MA, LLB, CTEFLA, for their invaluable support in translating and editing these lecture notes.

Last but not least we welcome any input from our readers. Please e-mail your comments to: [lehrstuhl.mueller-chen@unisg.ch](mailto:lehrstuhl.mueller-chen@unisg.ch).

August 2013

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## Overview

### Important Information for this Course

These lecture notes are compulsory reading material for the course “Introduction to Private Law”. The statutory texts necessary for this course are compiled in a separate volume.

The course consists of weekly lectures as well as independent study tutorials (see class syllabus below). The slides for the lectures as well as the exercises for the tutorials will be uploaded on Studynet 2.0.

Also, note that pages designated with this bar are less essential than the rest.



### Law I A: Syllabus Introduction to Private Law (1,172,1.00)

SW	Unit	Class room lecture (MMC/TW)		Independent Study Tutorials
		Wednesday, 16-18	Thursday, 16-18	Friday, different times
1	Unit I: Introduction to private law (MMC)	2	2	2
2		2		
3	Unit II: General Principles of Contract Law Part I (MMC)	2	2	2
4		2		
5	Unit III: General Principles of Contract Law Part II (MMC)	2	2	2
6		2		
7	<b>Semesterbreak</b>			
8				
9	Unit IV: Specific Contracts (MMC)	2	2	2
10		2		
11	Unit V: Company Law Part I (TW)	2	2	2
12		2		
13	Unit VI: Company Law Part II (TW)	2	2	2
14		2		

### **Latest Changes in Matters of Commercial Accounting and Financial Reporting**

On the December 23, 2011, the Swiss Parliament passed a new law concerning matters of commercial accounting and financial reporting (art. 957 et seq. CO). The changes came into force on January 1, 2013.

The new regulations have to be applied the first time for the business year commencing January 1, 2015 with the exception of the provisions concerning group financial statements. The later will have to be applied the first time for the business year commencing January 1, 2016.

Please note that companies may apply the new regulations voluntarily before the afore-mentioned dates. However, it can be assumed that a large majority will apply the new rules only as from 2015 and 2016, respectively.

**The lecture itself and the lecture notes are therefore based on the old rules for commercial accounting and financial reporting. The old statutory provisions can be found in the separate volume. Some notes regarding the new regulations can be found in the lecture notes under the heading "Latest News".**

### **Latest News: Swiss federal initiative 'against rip-offs'**

With the acceptance of the federal initiative 'against rip-offs' on March 3, 2013 ("the Minder initiative"), the federal legislator was instructed to adopt certain regulations concerning compensation issues and other relevant topics regarding corporate governance (art. 95 para. 3 Federal Constitution). These rules have to be in accordance with the principles listed in art. 95 para. 3 Federal Constitution and they exclusively concern Swiss companies limited by shares listed on stock exchanges in Switzerland or abroad.

According to art. 197 para. 10 Federal Constitution, the Federal Council shall issue the required implementing provisions within one year of the adoption of art. 95 para 3 Federal Constitution until the statutory provisions will come into force. In the summer of 2013 the Federal Council adopted a draft for 'regulations against rip-offs'; the definite approval of these regulations is expected for the autumn of 2013. They should come into force on January 1, 2014. They will stay in force until being replaced by the regulatory provisions enacted by Parliament.

**Information regarding art. 95 para. 3 Federal Constitution can be found in the lecture notes under the heading 'Latest News'. Up-to-date information concerning the implementation of art. 95 para. 3 Federal Constitution will be uploaded on Studynet.**

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