

OFFER AND ACCEPTANCE UNDER THE RUSSIAN CIVIL CODE

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The article deals with a procedure of entering into a contract under Russian civil law both at the domestic and foreign markets. An offer and an acceptance are considered in the light of relevant provisions of the Russian Civil Codes of 1922, 1964 and that currently effective as compared with rules of the UN Convention on Contracts for the International Sale of Goods 1980 and INIDROIT Principles of International Commercial Contracts 2010.

Key words: contract; offer; acceptance; withdrawal; revocation.

Any contract results from a combination of an offer and an acceptance. Let us now deal with these acts in turn with specific reference to indicia of either of them when entering into a contract at the domestic market, on the one hand, and at the foreign market, on the other.

A contract may be concluded between certain persons and it should regulate their mutual civil law rights and duties. A proposal to enter into a contract, in order to be deemed an offer in strict legal sense, should be, generally speaking, prepared in such a way that it could be accepted by one word, such as: 'agreed', 'settled', 'OK'. Therefore an offer should identify the parties to the contract and indicate its contents, ie the parties' rights and duties. However both identification of the parties to a contract and determination of its contents may (and sometimes do) create problems.

As for the parties to a contract, the simplest way to avoid any difficulty in their identification is to send a proposal to specific person(s). A question then arises, whether it is possible to qualify a proposal as an offer in case no specific addressee is indicated in the proposal.

From the standpoint of traditional Russian civil law doctrine two situations should be distinguished. One situation arises when a proposal is made in such a way that at any moment it may only be accepted by one person.¹⁸² Let us suppose that there is

¹⁸² See YuK Tolstoy (ed), *Civil Law* (Prospect 2009) vol 1, 604–605.

only one taxi cab at the cab stand. As soon as it is taken by somebody, a possibility to take it for anybody else does not exist any longer. Another typical example is an auction where the participant who came up with the highest price would be the buyer of the goods. These proposals (and other similar ones) are deemed public offers.

Another situation takes place when a proposal is put forward in such a way that at any moment an indefinite number of positive answers may come. A typical example is an advertisement published in mass media. A proposal of this kind is deemed an invitation to make offers rather than an offer in strict sense of the word.¹⁸³ The theory referred to above was based upon the rules contained in the RSFSR¹⁸⁴ Civil Codes of 1922 (arts 131–134) and 1964 (arts 162 and 163).

International law rules concerning the procedure for entering into foreign trade contracts and, in particular, relating to an offer, are basically similar to those as described above,¹⁸⁵ although there is a substantial distinction with respect to a proposal addressed to an indefinite group of persons.

Under art 14 (sect 2) of the 1980 UN Convention, a general rule according to which a proposal other than the one addressed to one or more specific persons is to be considered merely as an invitation to make offers is accompanied by a reservation 'unless the contrary is clearly indicated by the person making the proposal'.

A question arises as to the features of such an indication. It should be noted that this rule apparently originates from English case law. By way of illustration, a dispute arose between a customer and a manufacturer of pharmaceuticals who published a newspaper advertisement of anti-influenza tablets, which advertisement also contained a promise to pay £100 to any person who consumed tablets in accordance with the instructions during two weeks and nevertheless contracted influenza. The promise was accompanied by a note that £1000 had been deposited in a certain bank for payments to potential victims.

In the judge's view, due to this note the newspaper advertisement became an offer. The customer who bought the tablets, observed the instructions to the letter and in such a way accepted the offer, won the case.¹⁸⁶

This approach was assumed by the RF Civil Code that is currently in force. Its art 437 (sect 1) states that advertising and other proposals addressed to an indefinite group of persons shall be deemed an invitation to make offers unless otherwise expressly indicated in the proposal.

¹⁸³ Tolstoy (n 182) 604.

¹⁸⁴ RSFSR – the Russian Soviet Federal Socialist Republic, a part of the USSR.

¹⁸⁵ As it appears eg from the 1980 UN Convention on Contracts for the International Sale of Goods (hereinafter referred to as the 1980 UN Convention), an offer should be sufficiently definite and indicate the intention of the offeror to be bound in case of acceptance; an offer should be addressed to one or more specific persons (art 14).

¹⁸⁶ G Bowden and A Morris, *An Introduction to the Law of Contract and Tort* (Estates Gazette 1978) 14–15.

Therefore, in certain conditions even a proposal that may be simultaneously accepted by several persons may be deemed an offer. It is helpful to note that in the English case briefly described above the money deposited in a certain bank was in the amount of £1000, which could be sufficient to pay ten people. Still, it may well happen that the number of persons who accepted such a proposal will exceed the offeror's possibilities. In order to prevent such a situation, it is rather wise to accompany a mass media advertisement by reservation that it should not be considered as an offer.

In any case, given that the rule in question is included in the RF Civil Code, it means that the legal requirements concerning an offer's eventual addressees are quite similar in both the domestic and the foreign markets.

As for the contents of a contract, it is deemed to have been concluded when the parties agree upon its essential terms, and therefore an offer should set out all of them. The issue of which terms are to be considered essential has a history of its own.

To start with, the traditional Russian civil law doctrine distinguished between three kinds of contractual terms:

- 1) essential terms;
- 2) regular terms; and
- 3) incidental terms.

Essential terms are those required to be agreed on, in order for the contract to come into existence. Absence of any of them means absence of the contract. Regular terms are those provided by optional (dispositive) rules of law. They are deemed to be a part of a contract unless the parties agreed otherwise.

Incidental terms are those suggested by one of counterparties.¹⁸⁷

Until such terms are agreed, there is no contract. In that respect, incidental terms are similar to essential terms. However, the distinction between an essential term, on the one hand, and an incidental term, on the other hand, is that without any essential term a contract cannot be concluded at all, whereas if all essential terms are in place and agreed, the contract is deemed to have been entered into even though there is no incidental term.

Under the 1922 RFSR Code, essential terms of a contract included the subject-matter of a contract, the price and the term (art 130). There are, however, some contracts that have no price (such as gift or use of property rent-free) or no original term (such as a loan where the repayment period is not specified in the contract or which is to be repaid on demand).

Having considered these facts, the authors of the 1964 RSFSR Code refrained from listing essential terms and included a general provision that essential terms of a contract are those declared as such by law or those required for contracts of a certain type (art 160). There is no doubt that, from this standpoint, in a contract such as a sale and purchase contract, a price (along with the goods) is an essential term.

¹⁸⁷ MI Braginsky and VV Vitriansky, *The Law of Contract. Book 1: General Provisions* (Statut 1997) 238–240.

In this regard, it is worth looking at art 14 (sect 1) of the 1980 UN Convention, which states: 'A proposal is sufficiently definite if it indicates the goods and expressly or implicitly fixes or makes provision for determining quantity and the price'. It is clear from the quote that both the goods and the price are essential terms of a contract for the international sale of goods.

At the same time, according to art 55 of the same Convention '[w]here a contract has been validly concluded but does not expressly or implicitly fix or make provision for determining the price, the parties are considered, in the absence of any indication to the contrary, to have impliedly made reference to the price generally charged at the time of the conclusion of the contract for such goods sold under comparable circumstances in the trade concerned'.¹⁸⁸

In other words, this rule allows a contract for the international sale of goods to include a combination of an expressed term with regards to the goods and an implied term with regards to the price.

A similar approach is reflected in the RF Civil Code currently in force. On the one hand, essential conditions of a contract include its subject-matter, as well as other terms declared by law or other regulations to be essential or necessary for contracts of a certain type (art 432, sect 1).

As concerns a sale contract, the law states that a seller undertakes to transfer the goods (along with the title) to a buyer and the latter undertakes to pay the price (art 454, sect 1 of the Code). It means that in this contract both the goods and the price are essential terms.

On the other hand, the Code contains a general rule according to which, when a contract that involves a compensation does not state the price, the price paid in return for performing under the contract shall be in the amount that in similar circumstances is normally paid for similar goods, work or services (art 424, sect 3).

Ergo, the rules of the RF Civil Code with regard to essential terms contained in an offer are very much in line with relevant rules of international law.

An offer becomes effective from the moment when it is received by an addressee (art 435 of the RF Civil Code; a similar rule is contained in art 15 (sect 1) of the 1980 UN Convention). Still, even after an offer reaches an addressee, there is no contract until the offer is accepted. Given these circumstances, one should distinguish between (1) the withdrawal of an offer, and (2) the revocation of an offer.

An offer may be withdrawn before it has become effective. According to the 1980 UN Convention an offer 'may be withdrawn if the withdrawal reaches the offeree before or at the same time as the offer' (art 15, sect 2). The RF Civil Code contains a similar provision (art 435, sect 2).

As for revocation of an offer, it is in theory possible to do it between the moment when an offer became effective (when it is received by an addressee) and the moment when it was accepted by the offeree (which means that the contract is entered into).

¹⁸⁸ The principle behind the quoted provision is apparently a concept typical for English law stating that any promise (except some specific situations) should be deemed legally binding if consideration is in place (see *Smith and Keenan's English Law* (9th edn, Pitman 1989) 207).

Using this possibility in practice depends on whether the offer is conditional or firm. A conditional offer may be revoked within the above-mentioned period of time; a firm offer may not be revoked.

The 1922 RSFSR Civil Code (arts 131–133) and the 1964 RSFSR Civil Code (arts 162, 188) envisaged only firm offers. With regards to the RF Civil Code currently in force, like the 1980 UN Convention, it admits offers of both types (art 436), however the Code, on the one hand, and the Convention, on the other hand, emphasise different aspects.

The Convention assumes that an offer is conditional unless its firm character is expressly indicated or implied. Article 16 reads:

'(1) Until a contract is entered into, an offer may be revoked if the revocation reaches the offeree before he has dispatched an acceptance.

(2) However, an offer cannot be revoked:

(a) if it indicates, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or

(b) if it was reasonable for the offeree to rely on the offer as being revocable and the offeree has acted in reliance on the offer.'¹⁸⁹

At the same time, under the RF Civil Code an offer is deemed to be firm unless otherwise is expressly provided or appears from the situation. According to art 436, 'an offer received by an addressee may not be revoked during the term designated for its acceptance, unless the contrary is indicated in the offer itself or appears from the essence of the proposal or the situation in which it was made'.

Therefore, relevant norms of Russian and international law are similar to each other (albeit not identical).

Let us now deal with rules relating to acceptance. An acceptance means an assent to the terms set out in an offer. It should be made within the period of time set forth in the offer, or if there is no relevant indication – within a reasonable time.

A number of questions arise in connection with an acceptance, such as:

- 1) whether (and if so, to what extent) an acceptance may deviate from an offer;
- 2) when an acceptance becomes effective and whether it may be withdrawn and revoked;
- 3) what are the legal consequences of late acceptance?

1. All the three Russian Civil Codes (those of 1922 and 1964 and the latest one that is currently in force) include a mandatory (imperative) rule that a reply to an offer manifesting a consent to enter into a contract on conditions different from those contained in the offer shall be deemed a refusal from the offer and, at the same time, a new offer (see: the Code 1922, art 135; the Code 1964, art 165; the Code currently effective, art 443). In the last Code this provision is preceded with a rule that an acceptance must be full and unconditional (see art 438).

¹⁸⁹ Strictly speaking, this rule only relates to international sale of goods. In this connection, it is helpful to note that the UNIDROIT Principles of International Commercial Contracts (1996, 2004 and 2010), whose legal nature allow us to include them in the *lex mercatoria* category, provide the same rule for any type of a foreign trade contract (art 2.4).

In other words, no discrepancy between an acceptance and an offer is permitted under Russian civil law.

With regards to the 1980 UN Convention, it generally contains similar provisions. Article 19 (sect 1) reads: 'A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer'.

This general rule is, however, accompanied by a reservation which, subject to certain conditions, allows acceptances to deviate from the offer to a certain extent. According to sect 2 of the same article 'a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects orally to the discrepancy or dispatches a notice to that effect. If he does not so object the terms of the contract are the terms of the offer with the modification continued in the acceptance'.

Therefore, the Convention allows a situation where a contract may result from a combination of an offer and an acceptance, which does not completely coincide with the offer, provided that:

- (i) the differences between the acceptance and the offer are immaterial; and
- (ii) the offeror does not promptly advance any objections to those differences.

A question arises as to how to distinguish between material and immaterial differences. In order to highlight some guidelines on this matter, the Convention states in sect 3 of art 19:

'Additional or different terms relating, among other things, to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of the offer materially.'

The cited Convention rules apply to the international sale of goods. At the same time, the UNIDROIT Principles of International Commercial Contracts extend a similar approach to foreign trade contracts of any type. Article 2.1.11 states as follows:

'(1) A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter offer.

(2) However, a reply to an offer which purports to be an acceptance but contains additional or different terms which do not materially alter the terms of the offer constitutes an acceptance, unless the offeror, without undue delay, objects to the discrepancy. If the offeror does not object, the terms of the contract are the terms of the offer with the modifications contained in the acceptance.'

It is hard not to notice that art 2.1.11 of the UNIDROIT Principles effectively merely repeats, almost verbatim, sects 1 and 2 of art 19 of the Convention, but does not reproduce sect 3 of the same article, which contains an illustrative list of those alterations which are deemed material. The background for omission of sect 3 is explained in the Official Comment to art 2.1.11 of the Principles:

'What amounts to a "material" modification cannot be determined in the abstract but will depend on the circumstances of each case. Additional or different terms relating to the price or mode of payment, place and time of performance of a non-monetary obligation, the extent of one party's liability to the other or the settlement of disputes, will normally, but need not necessarily, constitute a material modification of the offer. An important factor to be taken into account in this respect is whether the additional or different terms are commonly used in the trade sector concerned and therefore do not come as a surprise to the offeror.'

The Commentary illustrates this idea with the following example.

'A orders a stated quantity of wheat from B. In its acknowledgement of order B adds an arbitration clause which is standard practice in the commodity sector concerned. Since A cannot be surprised by such a clause, it is not a "material" modification of delay, the arbitration clause becomes part of the contract.'

Russia is a party to the 1980 UN Convention. According to the RF Constitution '[g]enerally recognised principles and rules of international law and international treaties of the Russian Federation are an integral part of its legal system. If an international treaty of the Russian Federation establishes rules different from those provided by law, then the rules of the international treaty shall apply' (art 15, sect 4).

It should be noted that, on the one hand, the RF Civil Code expressly prohibits any deviations between an acceptance and an offer; on the other hand, the Convention which is binding upon Russia allows such deviations, provided they are immaterial. The Convention as an international treaty prevails over the RF Civil Code, but only with regards to a contract for the international sale of goods. Domestic contracts are regulated by the RF Civil Code.

Therefore, Russian law uses both a strict and a flexible approach as concerns the correlation between an offer and an acceptance. The former approach applies to the domestic market; the latter approach applies to the foreign market.

2. As mentioned above, an offer becomes effective at the moment when it reaches the offeree; this concept is adopted in all legal systems. However, on the issue of when an acceptance becomes effective, the approach is twofold, depending on the legal system.

On the one hand, in continental European jurisdictions (including Russia) this moment is the moment when an acceptance reaches the offeror; this is also when the contract is deemed to have been entered into (the 1922 RSFSR Civil Code, art 134; the 1964 RSFSR Civil Code, arts 162 and 163; the RF Civil Code currently in force, art 433).

On the other hand, in England, 'if the post is the proper method of communication between the parties then acceptance is deemed complete immediately the letter of acceptance is posted, even if it is delayed or is lost or destroyed in the post so that it never reaches the offeror.'¹⁹⁰

¹⁹⁰ *Smith and Keenan's English Law* (n 188) 196.

The 1980 UN Convention assumed the continental European concept. Accordingly '[a]n acceptance of an offer becomes effective at the moment the indication of assent reaches the offeror' (art 18, sect 2), and '[a] contract is concluded at the moment when an acceptance of an offer becomes effective' (art 23). This approach is shared by the UNIDROIT Principles in relation to all kinds of international trade contracts (art 2.1.6).

An explanation of reasons why this concept is chosen rather than the 'mail box theory' is contained in the Official Comment on art 2.1.6 of the Principles, which states as follows: 'The reason for the adoption of the "receipt" principle in preference to the "dispatch" principle is that the risk of transmission is better placed on the offeree than on the offeror, since in it the former who chooses the means of communication, who knows whether the chosen means of communication is subject to special risks or delay, and who is consequently best able to take measures to ensure that the acceptance reached its destination.'

The issues of withdrawal and revocation have already been considered in relation to an offer, and it was noted that:

(a) withdrawal is possible until an offer becomes effective; and

(b) revocation is only possible in the time gap between (i) the moment when an offer becomes effective (having been received by the offeree), and (ii) the moment when an offer is accepted by the offeree.

In order to clarify whether either withdrawal or revocation (or possibly both) are applicable to an acceptance, it is necessary to establish whether there are time gaps between:

(i) the moment when an acceptance was sent by the offeree to the offeror, and

(ii) the moment when the acceptance became effective (if there is such a gap, an acceptance may be withdrawn); and between:

(iii) the moment when an acceptance became effective, and

(iv) the moment when the contract was concluded (this time gap, if applicable, would create a possibility to revoke an effective acceptance).

The existence of a time gap between dispatch of an acceptance and such acceptance becoming effective depends upon whether the effectiveness of an acceptance is based upon 'dispatch' principle or 'receipt' principle. In the former scenario (assumed by English law) these two moments coincide, as the acceptance becomes effective at the very moment when it is posted. Consequently, there is no gap between these moments, and thus it is impossible to withdraw an acceptance which has been posted.

However, in the latter situation (typical for continental European countries and adopted by the 1980 UN Convention) such a time gap does exist, because an acceptance, after it is posted by the offeree, remains ineffective until it reaches the offeror. It makes it possible for an acceptance to be withdrawn before it becomes effective.

In line with this concept the RF Civil Code currently in force provides that if a notice regarding the withdrawal of an acceptance reached the offeror before the acceptance or simultaneously with it, the acceptance is deemed to have not been received

(art 439). Similarly, according to the Convention, 'an acceptance may be withdrawn if the withdrawal reaches the offeror before or at the same time as the acceptance would have become effective' (art 22). The same rule is provided in art 2.1.10 of the UNIDROIT Principles¹⁹¹ concerning international trade contracts of any type.

As for the time gap between (i) the moment when an acceptance becomes effective, and (ii) the moment when the contract is deemed entered into, given that these two moments coincide, such gap does not exist. It means that an acceptance, once effective, cannot be revoked.

3. An offer must be accepted within the appropriate time, ie within the period specified in the offer or, in the absence of such period, within a reasonable time. If there is a delay in the acceptance reaching the offeree, two scenarios are possible.

a) an acceptance was sent to the offeror after the specified (or reasonable) period of time had expired, so a delay in its delivery to the offeror became inevitable;

b) an acceptance was sent to the offeror in time, but its delivery to the offeror was delayed due to circumstances beyond the offeree's control (such as the inefficiency of post office employees, interference of force majeure, etc).

These two scenarios are substantially different.

In the former situation, the delay in the delivery of the acceptance is evident both for the offeror (who received the acceptance outside the relevant term) and for the offeree (who was aware of the fact that by the time the acceptance was dispatched the offer had already ceased to be valid), so, strictly speaking, there is nothing to accept.

In the latter situation, only the offeror knows that the acceptance was delayed; as for the offeree, he has all reasons to believe that the acceptance reached the offeror in due time and that the contract was concluded.

The 1922 and 1964 RSFSR Civil Codes regulated only the latter situation. The relevant regulation in both Codes was based on the following logic. The offeree's belief in the timely delivery of an acceptance to the offeror and in the existence of a contract (which was concluded in due course) is a delusion which may be dispelled only by the offeror who is the only person aware of the fact that the acceptance was in fact delayed.

In order to maintain a fair balance between the interests of the offeree (who considers a contract to have been concluded) and the offeror (who by that time possibly lost interest in the contract, as his offer was not been accepted in time), the Codes incorporated the following approach.

If the offeror is not interested in this contract any longer, he should immediately notify the offeree that the acceptance is late; otherwise the contract will be deemed to have been concluded (the 1922 Code, art 133; the 1964 Code, art 164).

¹⁹¹ It is noted in the Official Comment to art 2.1.10 that this article establishes the same principle applicable to withdrawals of acceptances as that established in art 2.1.3 with respect to the withdrawal of an offer, ie that the offeree may change its mind and withdraw the acceptance provided that the withdrawal reaches the offeror before, or at the same time as, the acceptance.

It should be noted that, while the offeror is bound by the offer and may no longer change its mind once the offeree has dispatched the acceptance (see art 2.1.4), the offeree loses its freedom of choice only at a later stage, ie when the notice of acceptance reaches the offeror.

The 1980 UN Convention (and the UNIDROIT Principles) adopted a similar approach for this situation¹⁹² but, in addition to that, included provisions with regards to another situation where the acceptance was initially sent to the offeror with a delay. According to sect 1 of art 21, 'a late acceptance is nevertheless effective as an acceptance if without delay the offeror orally so informs the offeree or dispatches a notice to that effect' (see also UNIDROIT Principles art 219, sect 1).

In practical terms it means that the offeror, if he retains his interest in the contract, may 'revive' his offer which, by the time the acceptance was dispatched, has already become invalid.

The RF Civil Code currently in force followed the approach reflected in art 442, according to which, when a notice of a timely dispatched acceptance is received with delay, the acceptance will not be deemed late unless the offeror immediately notifies the offeree that the acceptance is late (para 1).

On the other hand, if the offeror immediately informs the offeree that the late acceptance is allowed, the contract is deemed to have been concluded (para 2). Ergo, the RF Civil Code regulates both situations in the same manner as the Convention and the UNIDROIT Principles.

Legal issues pertaining to the form of contract are also of significance, especially in foreign trade. It should be noted that the 1980 UN Convention takes a very liberal approach when, in its art 11, it states that 'a contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form. It may be proved by any means, including witnesses.'

However, a number of countries, including Russia, have strict requirements for the form of international trade contracts. In light of this, pursuing a flexible approach towards this matter, the Convention included a special reservation in its art 12 which states as follows:

'Any provision of... this Convention that allows a contract of sale or its modification or termination by agreement or any offer, acceptance or other indication of intention to be made in any form other than in writing does not apply where any party has his place of business in a Contracting State which has made a declaration¹⁹³ under article 96 of this Convention¹⁹⁴. The parties may not derogate from or vary the effect of this article.'¹⁹⁵

¹⁹² Section 2 of art 21 of the Convention reads: 'If a letter or other writing containing a late acceptance shows that it had been sent in such circumstances that if its transmission had been normal it would have reached the offeror in due time, the late acceptance is effective as an acceptance unless, without delay, the offeror orally informs the offeree that he considers his offer as having lapsed or dispatches a notice to that effect'. The same rule is contained in sect 2 of art 2.1.9 of the UNIDROIT Principles.

¹⁹³ The USSR made such a declaration, and it is binding for the Russian Federation as its successor in international treaties.

¹⁹⁴ Article 96 reads:

'A Contracting State whose legislation requires contracts of sale to be concluded in or evidenced by writing may at any time make a declaration in accordance with article 12 that any provision of... this Convention, that allows a contract of sale or its modification or termination by agreement or any offer, acceptance, or other indication of intention to be made in any form other than in writing, does not apply where any party has this place of business in that State.'

¹⁹⁵ It should be noted that art 12 contains the only mandatory (imperative) rule. All other rules of the Convention are optional (dispositive).

Both the 1964 RSFSR Civil Code (art 45) and RF Civil Code currently in force (in its original version – art 162, sect 3) required written form for foreign trade transactions; failure to observe this requirement would result in the transaction to be null and void. However, quite recently (as a result of amendments to the Civil Code introduced by the Federal Law No 100-FZ dated 7 May 2013, effective as of 1 September 2013) sect 3 of art 162 is declared invalid.

It means that legal consequences of the failure to observe such requirement will now be the same as those provided by the RF Civil Code for similar failure in domestic transactions. According to art 162 (sect 1), if a transaction is not made in writing, such transaction will not become invalid, but its parties, in case of a dispute, will not be entitled to rely on witness testimony to confirm either the fact that the transaction was made or its terms, although written and other (eg tangible) evidence will be admitted.

Therefore, (as of 1 September 2013) the requirements concerning the written form of foreign trade transactions are simplified and unified for transactions both in domestic and foreign markets.

To summarise, Russian civil law rules relating to offer and acceptance are quite similar (albeit not identical) to the relevant rules of international law (such as those contained in the 1980 UN Convention) and *lex mercatoria* (such as UNIDROIT Principles of International Commercial Contracts).

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