

**CIVIL CODE
OF THE
RUSSIAN FEDERATED SOCIALIST
REPUBLIC**

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**CIVIL CODE
OF THE
RUSSIAN SOVIET FEDERATED
SOCIALIST REPUBLIC**

AN ENGLISH TRANSLATION

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**INCLUDING A PHOTOGRAPHIC REPRODUCTION
OF THE ORIGINAL RUSSIAN TEXT**

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TRANSLATORS' PREFACE

The principal difficulty in translating the RSFSR Civil Code into English comes from the basic civil law character of the material, and the consequent inappropriateness of much of our familiar Anglo-American terminology. There are in addition, however, some special problems connected with Russian terms and usages. Finally, some of the Russian terms are peculiar to the particular socialistic system for which the code was drafted.

The civil law terminology problems are familiar ones to those used to dealing with comparative law problems generally, and a discussion of basic differences in the systems which cause some of these is beyond the scope of this preface. It might be noted, however, that we have tried to avoid the use of terms which might be misleading to the reader familiar only with the Anglo-American system. For example, in keeping with common practice in civil law jurisdictions, a Soviet minor below a certain age has no capacity to perform legal acts, and the law makes provision for someone who is able to act for him in such cases. The minor over a certain age but still short of his majority has a limited capacity to perform legal acts with the consent of a certain person. The English guardianship terminology is inadequate to express the distinction, so we have used the traditional civil law terms of "tutor" and "curator" (both of which are very adequately defined in *Webster's Collegiate Dictionary*) to make it clear to the Anglo-American reader that this is an unfamiliar institution—and at the same time to tell the initiated civil-law reader that this is a basically familiar pattern. Where a familiar Anglo-American term, e.g., "capacity," has been used, we have tried to give the full connotation of the Soviet-civil-law term—either "the capacity to have rights and obligations," e.g., to be an owner of property, or "the capacity to perform legal acts," e.g., to accept an offer so as to form a contract.

One particular problem in this area was presented by the Russian term *sdelka*. Generally it may be said to have the meaning of "legal act," i.e., the equivalent of the German *Rechtsgeschäft* or the French *acte juridique*. In this sense it is a technical tool of refined legal analysis. For example, a contract, a will, and an heir's rejection of an inheritance are all classified as "legal acts." In some articles of the Code the term is used in this sense, and in those cases "legal act" seems to be a workable translation, even though the term is not one of art for the Anglo-American reader. The Code also uses the term, however, to describe the whole contract or contract dealings between two persons, and in such situations it would seem that "transaction" would give the Anglo-American reader a better idea of what is meant. The difficulty of drawing a meaningful line between the two usages, however, and the

possible confusion as to whether provisions relating to "legal acts" would apply to these "transactions" has led us to use the term "legal act" in all cases.

One solution to this problem as well as other problems posed by special Russian terms, e.g., *podryad*, which describes a traditional Russian type of independent-contractor relationship, would have been to use transliterated Russian terms in the text. Since they would have added rather than solved problems for the non-Russian-speaking reader, we resorted to this technique in only a few cases, and decided to serve the Russian-speaker generally in a different way. Included as an appendix is a photographic reproduction of the complete Russian text. While for purposes of economy the text is reduced below normal reading size, it should make it possible for the Russian-speaking reader, whenever he wishes, to refer to the original for the term being translated, and may even be of some service to the non-Russian-speaker, for example, in allowing him to check whether the same term is involved in two different Code articles under consideration.

A few problems of terminology arose because of the specifically "socialistic" aspects of Soviet civil law. For example, there are special administrative courts which handle the adjudication of all disputes between state enterprises, and for these courts we have simply used the transliterated Russian term *arbitrazh*. The translation uses "court" for *sud*, i.e., the ordinary courts, and "private arbitrators" for *treteyskiy sud*, i.e., an institution more like the arbitration outside of normal judicial channels with which we are familiar.

Many people have given of their time and experience in the course of the preparation of this translation. The translators would like to express their gratitude to Alexander Orlov for his helpful advice on many points of Russian style and terminology, and to the members of the University of Michigan Law School Faculty for their suggestions regarding the choice of Anglo-American legal terms. Professor Gray would like to express his particular appreciation for the opportunity afforded him by Professor Orlovsky of the Moscow Law Faculty and by Professor Ioffe of the Leningrad Law Faculty to discuss with them some of the translation problems during a trip to the Soviet Union in December and January, 1964-1965. The final responsibility, however, for the choice of all terms used naturally rests with the translators.

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