

SALES CONTRACT IN CIVIL CODE –AL MAJALLA

Research Article

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Abstract

The Ottoman state, which was constantly weakened until the nineteenth century (XIX), underwent a series of reforms aimed at improving the legal system. The Ottoman authorities considered the way to the west in all areas as a transformation and an achievable aim to save the state. The Ottoman thinker and ruler of the XIX century attempted to design and implement the necessary reforms within a semi-Islamic and semi-Western dilemma. The only drawback of this process was the fact that the Ottoman political elite were not well thought-out of whether they would adapt to the social structure and whether they would respond to legal requirements and needed to undertake reforms in the Ottoman legal structure, such as and in the field of codification, following the European example. Another circumstance that forced Ottoman statesmen to undertake reforms in the legal structure was the ongoing pressure of the European states. This was due to the needs of these countries after the Industrial Revolution of 1840 to find new markets and to provide the right legal infrastructure in these countries. But the politics they have to follow to secure their "national and religious" minorities within the Ottoman Empire should not be neglected either. The most important law that was drafted in the Tanzimat era was the Ottoman Civil Code (Mecelle-Ahkam-i Adliye) or otherwise called the "Book of Rules and Justice." The Mecelle was the civil code of the Ottoman Empire in the late 19th and early 20th centuries. It was the first attempt to codify a part of the Sharia-based law of an Islamic state. The code was prepared by a commission headed by Ahmet Cevdet Pasha, issued in sixteen volumes (containing 1,851 articles) from 1869 to 1876 and entered into force in the year 1877. This Code was the first example of the codification of Islamic law in the Ottoman Empire. He paved the way and served as an example for further efforts in the codification of laws in the Ottoman state as well as in other Muslim states that would be established later in the 20th century. For this reason, specialists dealing with this issue have pointed out that Mecelle does not occupy a special place in Ottoman history but throughout the history of Islamic jurisprudence.

After the dissolution of the Ottoman Empire following World War I, the Mecelle remained a lasting influence in most of its successor states (except Egypt, where it was never in force). The Mecelle was long-lasting in most places since it was effective, coherent, and difficult to dislodge. It remained in force: in Turkey until 1926, even in Albania it remained in force until 1928.

This code has 16 books and most of them discuss topics from the civil law. The first book is about the sale, and others are about: Hire, Guarantee, Transfer of Debt, Pledges, Trust and trusteeship, Gift, Wrongful Appropriation and Destructions, Interdiction, Constraint and Pre-

emption, Joint Ownership, Agency, Settlement and Release, Admissions, Actions, Evidence and Administration of an Oath, and Administration of Justice by the Courts.

The book of sale has two chapters; the first one has five sections and the second chapter has four sections. Chapter one is made up of section I(one) which includes fundamental basis of sale, the second section includes agreement of acceptance with offer, the third one includes the place where the sale is concluded, the fourth one includes the sale subject to a condition and the fifth one includes rescission of the sale.

The second chapter includes the subject matter of sale. Section one of the second chapter includes conditions affect in the subject matter of the sale and description, the second section includes things which may and may not be sold, the third one includes the procedure of the sale, and the fourth one includes matters included but not explicitly mentioned in the sale. In this scientific paper, I am going to analyze the first and the second chapter of the sale and some of the sections of those chapters.

Keywords: Al-Majalla, Civil Code, fundamental basis of sale, agreement of acceptance with offer, the procedure of sale.

1. Sales Contract (Basics of sales contract)

Sales contract is a contract by which one subject, more specifically the seller is obliged to transfer the thing it sells to the other subject, ie to the buyer, and on the other hand for the buyer it creates a certain obligation, which means that the buyer is obligated to deliver to the seller the amount specified for the purchased item¹.

However, by virtue of the fact of signing this contract, the right of ownership is not acquired. The contract for sale is presented as a *iustus titulus* which is indispensable for the acquisition of ownership, and the act of delivering the thing as a real act; *modus acquirendi*². Both other commodity contracts and sales contracts are related to the willingness of the parties to agree on its essential elements.

So, in order to achieve the will of the parties, one party should take the initiative and propose to the other party contract signing. The person who makes the proposal to the other person for the conclusion of the contract is called the proposer or the bidder and such proposal is called an offer³. While the *Mecelle* civil code also contains numerous articles about the offer and its admission. According to this code, the sale reaches the conclusion, ie the sale reaches the conclusion, namely the sales contract is related to the bid proposal and its acceptance⁴. According to this code, the offer is the first step to be taken to reach the conclusion of the contract. According to this code, the contract is deemed bound, at the moment the other party accepts the offer of the proposer. From this, it can be seen that the *Mecelle* Civil Code, in terms of its offer and its acceptance, is similar to European law. The *Mecelle* Code provides for the bid as a declaration to be made to the other party to exchange the property for the estate, and on the other hand the acceptance of the bid is a statement

¹ See in greater detail, Article 442, para. 1 .LMD - R.Macedonia.

² Mr. Hrvoje Momcinovic, *Ugovori obveznog prava*, Prava Kniga, Zagreb, 1987;

³ Prof. dr. Adnan Jashari; *E drejta afariste(kontraktore)*, Tetovë 2016; fq. 97

⁴ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html; Chapter I – contract of sale; section I : fundamental basis of sale, 167.

which follows the bid proposal, which specifies it as if the acquirer agrees to accept the offer, it actually agrees to the exchange of the item for a particular asset.

Namely, under this code the contract ends with this. However, not every proposal is presented as an offer. According to the Vienna Convention, the proposal or offer to conclude a contract for the sale of items must meet these conditions: a) it must address one or two specific persons; b) it must be clear; and c) to prove the Bidder's intention to be bound ¹.

On the other hand, the Mecelle Civil Code foresees this as well, with some of its specifics. In fact, the Mecelle Civil Code consists in that the sales contract consists of the bid link and the acceptance of the bid in such a way as to make clear the results the parties wanted to reach with the bidding and acceptance of the bid. Namely, this code requires the same as in the Vienna Convention that the offer and acceptance of the bid are clear but on the other hand the difference lies in the fact that the Mecelle Civil Code mentions the fact that to be considered a related contract, parties, except that the statements must be clear, they must also achieve the results they have intended with their statements².

The other specificity of Mecelle code is the mention of the fact that the sale can be completed and not completed. Namely, this code also provides concrete examples to better understand the meaning of relevant articles. The Mecelle civil code divides sales into several types. According to him, a completed sale is a sale in which there is a completed contract (affiliated, where the parties agree with the essential elements of it). Such sales (completed sales) are divided into:

in valid,

invalid,

executive

and conditional³.

According to this code, a sale that has not yet ended is when an item, the benefit or better said its appropriation is legitimate to satisfy but is not yet under our control.

The code in question has provided the example with the fish at sea⁴. A fish while is in the sea does not have any specific value. When seized and taken, it becomes property of a special value. Before catching fish if we have concluded a contract for the sale of fish, we have not yet completed the contract, ie the contract remains unfinished because the fish has not yet been caught and delivered to the buyer.

From the moment of its capture, it earns a specific value, that is, it can be exchanged with assets, that is, the contract is realized because we already have it in our possession and can exchange it with a certain asset value.

A valid sale under this code or an authorized sale is a sale that is legitimate both for itself and for issues that are incidental.

¹ Vienna Convention, see Article 14.

² http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html, Civil Code, Mecelle Article 104.

³ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Civil Code, Mecelle Article 106.

⁴ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Civil Code, Mecelle Article n107, par.2

An invalid sale is a sale which, while valid in itself, is invalid in the case of casual affairs. That is, it is a completed sale in itself, but it is illegal in terms of some external features.

Conditional Sale is a sale that depends on the rights of a third party, such as the sale by an unauthorized person¹.

1.1. The manner and form of entering into a contract for sale.

As noted above, the contract for sale is realized through the bidding and acceptance of the bid. Contract signing statements may be made by the parties in any manner permissible, personally, through the Authorization or through the use of modern means of communication such as telephone, telegram, email. Moreover, the manner of signing the contract by electronic mail has become more applicable². Whereas, in terms of form, international acts also foresee the informal character of sales contracts. This is also stipulated in Article 11 of the Hague Convention where it is stated that the contract of sale is not inalienable to be related or to be proved in writing and is not subject to any other requirement or form. Its existence can be proven by any means, including witnesses³.

Whereas, in the Law on Obligations of the Republic of Macedonia, indirect informal forms were accepted. Why do I say indirectly? Because this international principle is included, with the sole exception of the fact that, for sales contracts for immovable properties, it is foreseen that the contract should be formally signed, ie it should be in writing⁴. While in the Mecelle civil code, the conclusion of the contract for sale can be given in writing or verbally, which means that here is the contractual agreement either formally (in writing) or informally. It is also worth mentioning the fact that this code in question mentions the case when concluding a contract with a dumb man, and this code considers that the contract that binds such a person is valid if he uses generally accepted signs⁵.

Also, according to this code, the basic objective of the bid and its acceptance is the joint agreement of the parties and this agreement may also be related to any conduct of the parties, which is proof of the bid and its acceptance. This is referred to as the sales behavior of the parties. The code in question clarifies the aforementioned citation by providing the appropriate example: A buyer without negotiation and without giving a statement gives a baker's and baker's word to him, without any declaration sending the bread to the buyer⁶. In this case, the contract of sale was concluded with the conduct of the parties. In fact, the conclusion of the contract of sale with the conduct of the parties is today the non-formal contracts, expressed in words other than the Mecelle code.

While in the Mecelle code it is said that the contract of sale with the conduct of the parties is related, today we say is contracted non - formal contracts. On the other hand, from the aspect of acceptance of the bid, the receiver under the civil code must accept the offer without any change. Namely, the Mecelle code states that upon acceptance of the bid, the recipient is not allowed to award the price or the object. He explains this through an example where the seller declares that he has sold the buyer to the garment for 100 plates, and on the

¹ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html, Code Civil, Mecelle Article 110, 111,112.

² Prof.dr. Adnan Jashari- E drejta afariste (kontraktore), fq. 100

³ <http://www.uncitral.org/pdf/english/texts/sales/cisg/V1056997-CISG-e-book.pdf>; neni 11, i Konventës së Hagës mbi “ Ligjin Uniform për shitjen ndërkombëtare të mallrave ;

⁴ LMD – R.Maqedonisë, neni 443.

⁵ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Civil Code, Mecelle Article 174

⁶ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Civil Code, Mecelle Art. 175, ex.1.

other hand the buyer has agreed with it. In this case, the buyer is obliged to pick up the garment for 100 plates. He (buyer) after this moment cannot declare that he takes the garment or half of it, for 50 plates. The next example is when, A tells B that he sold him two horses for three thousand plates and B accepted. B should take two horses for three thousand plates. He cannot take one of them for a thousand and five hundred plates¹. By way of example from the above examples, this code, besides mentioning that the buyer must accept the offer without any modification, specifies by prohibiting that neither the price nor the item is deducted.

1.2 Essential elements of sales contract

In order to be able to enter into a sales contract, it should contain some elements. The elements of the contract of sale may be many, but some of them are essential, without the existence of which we would not have the existence of a contract for sale. Some other elements, by their nature, are not essential, but if the contracting parties condition the creation of a contract and its existence with these elements, such as the time or place of performance of the contract, then there will be no contract for sale until consent is obtained for these optional elements. Essential elements are the price and the item, namely the sale price. In Anglo Saxon law, only the substance is considered essential, but not the price². Whereas, in the countries of the continental system, four conditions are essential for the validity of a contract: the consent of the parties, their ability to conclude a contract, a particular object (thing, subject) and a legitimate cause for the contract's conclusion³. From this we can see that the most essential element is the object of the purchase contract. On the other hand, in the Mecelle civil code, the second chapter is given a special emphasis on the aspect of the contract object. Namely, there is a mention of what items (items) can be sold, respectively, may be the subject of a sale contract. According to the code in question; the items must be present, ie exist at the moment of the conclusion of the contract, then the items must be in such condition, which makes it possible to deliver them, the item must have a certain value and the items sold must be known to buyers. The fact that the item sold is known is ascertained by reference to its condition and its description that distinguishes it from other objects. According to this code, since it is sufficient for the nature of the sold item to be recognized by the buyer, there is no need for any other description or distinction. Specifically for this code is the fact that the things (things) sold should be the specific items that the contract relates to. For example, here is thought of individually defined items. The code in question provides the example: If a seller, indicating a particular watch and the buyer in turn accepts it as an object for sale, then the seller is obliged to deliver that identical hour. He cannot put the first object to look at the buyer and on the other hand it over to another item. The Mecelle code, for example, states that the identical item with the first cannot be given to the buyer, but only the item individually determined, because the first thing the buyer has seen and accepted as a contract subject. In the next chapter the Mecelle code also speaks of items that may be objects of sale and objects that cannot be objects of sale. While in the French civil code, as an object of the contract for sale, may be the present items (items existing at the time of the conclusion of the contract), as the subject-matter of the purchase contract may also be the object that will exist in the future⁴. This principle has also been

¹ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Civil Code, Article, 177 (1)

² Prof.dr. Adnan Jashari, E drejta afariste(kontraktore), fq.91, fusnota me nr.121

³ http://www.napoleon-series.org/research/government/code/book3/c_title03.html Code Civil de France cap. II – 1108.

⁴ http://www.napoleon-series.org/research/government/code/book3/c_title03.html Code Civil de France third part- 1130

recognized in the law of Rep. of Macedonia¹. Future items are considered as goods which, at the time of the conclusion of the contract, do not exist but are expected to be created or processed in the future, at the latest until the moment of the obligation to deliver the item. For example, the sale of housing, when will be built².

However, there was no particular emphasis on the Mecelle civil code, namely, the sale code of a non-existent item (ie the item that may be presented in the future) is considered invalid. Namely, such a contract would be considered invalid. This is an example by quoting it; selling fruit to a tree that has not yet appeared is invalid³. The Code specifies the cases where a valid contract can be considered, according to the characteristics of the item. Namely, the sale of fruits that are fully visible on a tree is valid regardless of whether it is suitable for consumption or not.

And this code also mentions another specific case when it can be considered that the sale is valid. In the case of fruits, flowers, leaves or vegetables that have not matured at the same time, and only a part of it has gone out, the rest that has not yet matured can sold together with the rest⁴. Whereas, the code considers invalid sales objects that have the following features:

If the species of the sold item is declared and the item sold turns out to be from another species (the seller sells a piece of glass stating that it is a diamond, where the sale is invalid)

When the item is not capable of handing over (the code mentions the sale of a rowing boat that is immersed in the sea and cannot be lifted or of a fugitive animal that cannot be caught and surrendered)

Selling things that do not possess any specific value and

Selling an item whose nature is unknown⁵ .

On the other hand, besides the item (object), which is presented as an essential element for the validity of the sales contract, we have the price as another essential element. In economic terms, the price means the expression of the value of the goods in money, while in the legal aspect, ie the compensation for the goods that are expressed in the money. In civil law if the contract does not specify the price, nor does the contract contain sufficient data with the help of which the price could be determined then the contract is considered invalid and does not produce legal effects⁶.

The payment of the thing, namely the price as an integral part of the contract, according to the French Civil Code, is considered as a debt, which the party who is the buyer of the thing has the obligation to comply with it⁷.

In legal circulation, the price must be serious, fair and definable. In most cases, the party set fixed prices, but the price is considered determined even when it is determined, ie the ways of

¹ LMDM, article 445.

² Prof. dr. Adnan Jashari, E drejta afariste(kontraktore), fq. 93.

³ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil, Mecelle , Art, 205

⁴ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle, Article 206, 207

⁵ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil, Mecelle 208,209,211,213.

⁶ LMDM, Article 450, 1.

⁷ http://www.napoleon-series.org/research/government/code/book3/c_title03.html Code Civil de France 1235.

determining it is defined. Regarding the price as a key element in the contract for sale, it is important to emphasize the types of prices.

As price types can be:

Market price (average market price in a given country or at a fixed time trading venue)

Current Price (means the average market price in a given time and place)

The manufacturer's price

The price to which the contracting parties agree to designate the third person

Prices set by the state and

Parity prices (exists when the parties contract the price of the goods, which is left at the designated place, ie at the place of dispatch. Therefore, the clause reads "parity of loading station")¹.

On the other hand, in the Mecelle civil code, the price was an essential element of the purchase contract. The price is the amount to be paid for the item sold and the buyer is charged with the obligation to pay it². The price should be named at the time of sale. Consequently, if the price of the sold item is not mentioned, the sale is invalid³. According to the Mecelle Code, in the legal circulation the price must be: determined and ascertained if it is visible (and if it is not apparent to be stated by declaring the amount and its description)⁴. Characteristic at that time was the fact that, the price is declared to be in gold coins in a locality in which various types of gold coins are in circulation, without mentioning the particular type of gold coin, the sale would be considered invalid. The same rules apply to silver coins⁵. That is, when the price was declared to be paid in gold coins, their type should also be determined. Also, when a contract is made expressing the nature of the prize, the payment must be made in any kind of currency mentioned in the contract.

Example: - A contract has been made, which states that the payment can be made taking into account the currencies of the Turks, the English or the French, then the payment can be made in any given currency. So, here we have the case of the determinable price, ie the determination of the price alternatively. The contracting parties, in this case, have left the choice of the payment of the price in one of the respective currencies. The question is, in which case, who will be the party that will choose the relevant currency for the payment of the price? According to the Mecelle code, that party will be the buyer. According to the code a valid sale may also be linked to which the payment of the price is postponed and made in installments. In case of postponement and payment of the installment price, its period must be determined and fixed definitively in the sales contract. On the other hand, if a bargaining agreement foresees payment at a time that is not clearly defined, such as "when it rains", the sale is invalid⁶. In this case, when time is foreseen based on vis major, this contract under the code will not cause legal effects.

¹ Prof. dr. Adnan Jashari, E drejta afariste (kontraktore) fq.95,96

² http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle.

³ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle, 237.

⁴ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil, Mecelle 238, 239.

⁵ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle, 240

⁶ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle 248

1.3 Concrete cases of the sales contract, in the Mecelle Civil Code

When designing the contract and when determining which object will be, ie the item that will be sold, different cases are presented to us. According to Mecelle, the sale includes all that the local habit is included in the item sold, although that thing is not defined, ie it is not mentioned specifically. For example, in the case of home sales, although not explicitly mentioned, the kitchen and basement are included in the sale. Also, during the sale of olive, olive trees are included although not mentioned. The reason for this is that the kitchens and cellars are part of the house, and the olive is so named because it is a piece of land containing olive trees¹.

From this it can be seen that the Mecelle Code, in order to make it clearer, specifies that during the sale, the accessory item or connected to the part of the land, will match the destiny of the main item.

Also, the Code also presents the case when we sell an item which by its nature is composed. Therefore, things considered to be part of the item sold, namely things that cannot be separated from the item sold, given the object being purchased, are included in the sale without being specifically mentioned.

Example: - In the case of selling a door, the key is also included as an item during the sale.

Also, in the case of selling a large house, things that are permanently fixed or built, such as refurbished sofas, are included in the sale. Likewise, a garden lying bordering the house boundaries, along with paths leading to public roads or on a blind road, are included in the sale, although this was not specified at the time the negotiations were concluded and the contract was concluded. This is because these items are recorded as a whole and cannot be separated from the main item². Things that are not either equipment or permanent items related to the item sold, and things that are not considered to be part of the item sold, or things that are not included in the item sold, because of the local custom, are not included in the sale other than if they are specifically mentioned at the time of the end of the sale. But things that due to local custom go with the item sold are included in the sale without being specifically mentioned. Example: in the case of selling a home, things that are not fixtures but are placed so that they can be removed, such as cupboards, couches and chairs, are not included in the sale unless specifically mentioned.

In this case, if the house and the aforementioned items are sold, they are not mentioned to go together with the house, such items are not part of the sales contract and the seller can be removed. And in the case of the sale of an orchard or a garden, the pots of flowers and pots for lemon and on the other hand the new plants that are planted for the purpose of their departure elsewhere are not included in the sale, unless specifically mentioned. Similarly when land is sold, growing crops, and when trees (trees) are sold, their fruits are not included in the sale, unless such a condition is made at the time the negotiations have been concluded and the contract is concluded³. The code has given an interesting example in case we sell horses. According to the Code, items that are attached to the main item are not part of the sale

¹ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle, 230.

² http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil, Mecelle, 232

³ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil Mecelle, 233.

price. Thus if the horses' holders were stolen before the sale of the horses, there is no need to deduct anything from the fixed price¹. The buyer must pay the price they have determined, regardless of whether the attached item no longer exists.

Conclusion

The Ottoman Empire, with Tanzimat's reforms, also compiled the European-style Civil Code, namely based on the European Code of Civil Law, especially in the French Civil Code. As we noted above some of the issues in the field of the sales contract, we saw that most of the issues, with some minor differences, were similar to the European codes, namely Mecelle's base, was precisely the French Civil Code. In the case of its offer and its acceptance, Mecelle requires the same as in the Vienna Convention that the offer and acceptance of the offer be clear, but on the other hand the difference is that the Mecelle Civil Code mentions the fact that considered a related contract, the parties except that the declarations must be clear, they must also achieve the results they have intended with their declarations. The other specificity of Mecelle's code is the mention of the fact that the sale can be completed and not completed. The Mecelle civil code divides sales into several types. According to him, a completed sale is a sale in which there is a completed contract (affiliated, where the parties agree with the essential elements of it).

Such sales (completed sales) are divided into:

in valid,

invalid,

performing and

conditional.

On the other hand, from the aspect of acceptance of the bid, the recipient according to Mecelles, must accept the offer without any change. This principle is also expressed in European codes. But the Mecelle code states that upon acceptance of the bid, the recipient is not allowed to award the prize or the object. He explains this through an example where the seller declares that he has sold to the buyer the garment for 100 plates, and on the other hand the buyer has agreed with it. In this case, the buyer is obliged to pick up the garment for 100 plates. He (buyer) after this moment cannot declare that he takes the garment or half of it, for 50 plates. For example, this code, besides mentioning that the buyer must accept the offer without any change, specifies it by prohibiting that neither the price nor the item (the object) is halved.

A special feature of this code is that this code sells an item that does not exist (ie the item that can be presented in the future) as invalid. Namely, such contract would be considered invalid.

While in the French civil code, unlike Mecelle, as the object of the contract for sale, may be the present items (items that exist at the time of the conclusion of the contract), as the objects

¹ http://www.iium.edu.my/deed/lawbase/al_majalle/al_majalleb01.html Code Civil, Mecelle, 234.

of the purchase contract may also be the items in the future. While according to the code, sales that are invalid, the sales object has the following features:

If the species of the sold item is declared and the item sold turns out to be from another species (the seller sells a piece of glass stating that it is a diamond. Here the sale is invalid).

When the item is not capable of handing over (the code mentions the sale of a rowing boat that is immersed in the sea and cannot be lifted or of a fugitive animal that cannot be caught and surrendered)

Selling things that do not possess any specific value and

Selling an item whose nature is unknown.

From all this part of the analysis we can conclude that as far as the sale contract is concerned, the most essential difference exists only if selling a non-existent item (ie the item that may be presented in the future) considers it as invalid.

While, in most other cases, we can notice that Mecelle, in most of its articles, has incorporated the principles of European codes in terms of its sales and rules, respectively based on the principles of the French Civil Code.

The biggest difference between Mecelle and the French Civil Code is in the sphere of family and inheritance.

The greatest advantage of the Mecelle civil code lies in the fact that it is conceived in a language that is understandable for all categories of citizens, and even more so after almost every article emphasizing certain legal issues, the example then beautifully molded, an example for law students of that time, of course, was a great priority, because through concrete examples, the different civil law institutes have come to be understood, which is lacking in modern time codes.

Therefore, contemporary civil codes should follow the example of the Mecelle civil code in terms of clarifying institutes and legal notions.

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