

Questions

- 4 'A stipulation was not so much a contract as a means of contracting.' What restrictions were there in classical law on the types of agreement which could be made enforceable by means of a stipulation and what formalities, if any, were required?
2019
- 5 'The innominate contracts and the quasi-contracts were placed in their own contractual categories, each of which lacked any distinctive common feature.'
Discuss.
2018
- 2 **Either** (a) What were the real contracts? Were they consensual?
Or (b) Does the existence of innominate contracts show that the Romans had a general conception of contract?
2017
- 5 What role did writing play in the Roman stipulatio?
2016
- 3 What was the role of writing in the Roman law of contracts?
2015
- 3 What formality, if any, was required in order to create a stipulatio between the time of Gaius and the time of Justinian? Might it ever have been correct to call the stipulatio a written contract?
2014
- 5 'Peditius [a jurist writing around 100 AD] elegantly says that there is no contract, no obligation, which does not consist of agreement, whether it is based on the handing over of something or by the use of certain words; for even a *stipulatio*, which is made by the use of certain words, is void unless there is agreement.'
(ULPIAN)
Discuss.
2013

Useful Resources

[Watson, 'Roman Law: The System of Contracts' in Watson, *Society and Legal Change*, 2nd ed](#)

[Birks, 'The Organisation of Roman Contract' in Birks, *The Roman Law of Obligations*](#)

[Birks, 'The Contract Litteris and the Role of Writing Generally' in Birks, *The Roman Law of Obligations*](#)

[Birks, 'Contracts Verbis' in Birks, *The Roman Law of Obligations*](#)

[Birks, 'Contracts Consensu' in Birks, *The Roman Law of Obligations*](#)

[Birks, 'Contracts Re' in Birks, *The Roman Law of Obligations*](#)

[Weir, 'Contracts in Rome and England' \(1991-92\) 66 *Tulane Law Review* 1615](#)