

Paul, Inst. 2 (D.44.7.3pr):

The essence (*substantia*) of obligations does not consist in that it makes some property (*corpus*) or servitude ours, but that it binds (*obstringat*) another person to give, do, or perform something for us.

JI.3.13: “An obligation is a legal bond, with which we are bound by necessity of performing some act according to the laws of our State.” For Justinian obligations are then divided:

| Obligations—in general—JI.3.13.1 | |
|----------------------------------|-----------|
| civil | pretorian |

| Obligations—in general—3.13, .28–9 | | | |
|------------------------------------|-------------------------|------------------|----------------------|
| ex contractu—3.14–26 | quasi ex contractu—3.27 | ex delicto—4.1–4 | quasi ex delicto—4.5 |

GI.3.88: “Let us now proceed to obligations. These are divided into two main species: for every obligation arises either from contract or from delict.”

| Obligations—in general—§88 | |
|----------------------------|----------------------|
| ex contractu—3.88–181 | ex delicto—3.182–225 |

D.44.7.1pr (Gaius, Aureorum 2) is a bit fuller: “Obligations arise out of contract, or out of evil-doing, or by their own law from various types of causes.”

| Obligations—in general | | |
|------------------------|--------------|---|
| ex contractu | ex maleficio | proprio quodam iure ex variis causarum figuris |

| acquisition of obligations <i>ex contractu</i> —§89 | | | | | | |
|---|----------------------|----------------------------|-------------------------------|------------------------------------|--------------------------|----------------------------|
| re | verbis — §§92–127 | litteris —§§128–34, 138 | consensu—§§135–7 | | | |
| mutuum—§§90–1 | | | emptio venditio – §§139–41 | locatio conductio – §§142–47 | societas – §§148–154b | mandatum —§§155– 162 |
| acquisition of obligations through others—§§163–67a | | | | | | |

J.I.

| ex contractu—13.14–13.26 | | | | | | | | | |
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| re | | | | verbis – 3.15–20 | litteris – 3.21 | consensu—3.23–3.26 | | | |
| mutuum 3.14pr–1 | commodatum 3.14.2 | depositum 3.14.3 | pignus 3.14.4 | | | emptio venditio 3.23 | locatio conductio 3.24 | societas 3.25 | mandatum 3.26 |

The classification in the *Aurea* leaves out *pignus* and *litteris*

| extinction of obligations <i>ex contractu</i> | | | | |
|---|-----------------------|---------------------------|-----------------|---------------------------|
| solutio–§168 | acceptilatio–§§169–72 | per aes et libram–§§173–5 | novatio–§§176–9 | litis contestatio–§§180–1 |

| acquisition of obligations <i>ex delicto</i> –§182 | | | |
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| furtum–§§183–208 | vi bona rapta–§209 | damnum iniuria datum–§§210–19 | iniuria–§§220–5 |