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INTRODUCTION

1. “Plurality of obligors and of obligees” was one of the subjects retained by the Governing Council of UNIDROIT for possible inclusion in an enlarged third edition of the UNIDROIT Principles of International Contracts (hereinafter: UNIDROIT Principles). At its meeting held at UNIDROIT in Rome in 2006, the Working Group decided to deal with this topic. I had the privilege to be designated as Rapporteur. The subject was on the agenda of the next four sessions of the Working Group held in Rome in 2007, 2008, 2009 and 2010; the Drafting Committee had intermediary meetings at the Max-Planck Institute in Hamburg.

The matter is now the subject of the new Chapter 11 of the UNIDROIT Principles. The chapter consists of seventeen articles, in itself the most extensive addition brought by the new edition. The issues at stake are indeed numerous, and sometimes very technical. But for practitioners involved in international trade, the concrete importance of having clear rules concerning plurality of obligors and/or of obligees cannot be over-estimated. Such situations are very frequent; when they occur, many questions must be answered. For instance, what is the extent of the rights of each of the several obligees towards the obligor? Or the extent of the obligations of each of the several obligors towards the obligee? Defences may have a common character, but some may also be specific to the single relationship between one obligor and one obligee: who can assert them, as the case may be? Once a joint and several obligor has rendered full performance to the obligee, how are its contributory claims against the other obligors to be organised? What if one of the other obligors is unable to contribute? Etc.

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2. Many sources of inspiration were available for these new provisions. In the first place, there were the already existing chapters of the Principles of European Contract Law (Articles 10:101 to 10:205) and the European Draft Common Frame of Reference (Articles III.– 4:101 to III.– 4:207). Other models were found in the Codes of several civil law countries, such as Belgium, Estonia, France, Germany, Italy, Lithuania, the Netherlands, Portugal, Spain, Switzerland, Quebec and Russia. The very recent provisions on “solidarity” of the OHADA ¹ draft Uniform Act on the law of contracts (themselves largely inspired by the Civil Code of Quebec ²) were also on the table. There are fewer codifications in the common law world, but the Working Group paid special attention to Chapter 13 of the American Restatement Second on Contracts. Case law and legal literature from common law countries were of course consulted, and the Group could count of the expertise of its common law members from Australia, Ghana, the United Kingdom and the United States of America.

Special attention was also given to actual practice. On several issues, the UNIDROIT Group benefited from the advice of the Working Group on International Contracts, a group of international specialists involved in international contracts, currently chaired by Professor Filip De Ly, who have been studying a large variety of specific clauses since 1974.³ Several members of the UNIDROIT Group and the Rapporteur himself also conducted some inquiries among practitioners on different questions, for instance on the organisation of plural claims (see infra, No. 25).

3. This first presentation of the new chapter on plurality will not endeavour to give a detailed commentary of all seventeen provisions. That would far exceed the scope of this introductory contribution. We shall only

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attempt to describe the main orientations of the new provisions, and to point out some issues which proved to be especially delicate to solve.

As is to be expected, the chapter is divided into two sections, respectively dealing with “Plurality of obligors” and “Plurality of obligees”.

I. – PLURALITY OF OBLIGORS

4. Plurality of obligors is probably the more frequent situation. Several persons borrow together from a financial institution. Several contractors join in participating in a construction project. An important risk is covered by a group of co-insurers. Many other examples could be given.

5. The main issue is to determine how these different obligors will respectively stand in relation to the obligation undertaken towards the obligee. Article 11.1.1 distinguishes two main possibilities: either the obligations are “joint and several”, when “each obligor is bound for the whole obligation” (subject to later contributory claims between co-obligors), or the obligations are “separate”, when “each obligor is only bound for its own share”.

From the terminological point of view, in the English version, the expression “joint and several” has been preferred to the term “solidary”, which is used for instance in the Principles of European Contract Law (hereinafter: PECL) and the Draft Common Frame of Reference (hereinafter: DCFR). It may be that in common law countries, some uncertainties exist about the respective meanings of the expressions “joint”, “several” and “joint and several”. However, the expression “joint and several” seems to be widely accepted in the practice of international contracts and in any case, when the UNIDROIT Principles are applicable, “joint and several obligations” will have to be understood as they are regulated in this chapter.

In the French version, the usual term “solidaire” has been retained, and it is likely that corresponding terms will be adopted when translating into the languages of civil law countries (“solidale”, “solidario”, “gesamtschuldnerisch”, “hoofdelijk”, etc.).

6. A third category, present in both PECL and DCFR, does not appear in the black letters of Article 11.1.1: so-called “joint” or “communal” obligations.

4 On the other hand, the term “separate” has been retained in English for the second variety (as it had been in PECL, but the DCFR preferred “divided”), corresponding to “séparées” in the French version.
According to PECL, an obligation is communal “when all the debtors are bound to render the performance together and the creditor may require it only from all of them” (Article 10:101, 3°). A classic example is that of a group of musicians undertaking to perform a string quartet. The notion appears in some legal systems, but PECL itself admits that such obligations are “more rare in practice”. This was also the feeling of the UNIDROIT Working Group. However, Comment 4 under Article 11.1.1 mentions that “this Section does not intend to cover all possible arrangements”, and that “other situations can occur”, such as “joint” or “communal” obligations.

Similar considerations can also apply to “indivisible obligations”, another related type which is well known in some legal systems. This would for instance concern the obligation of co-owners to deliver a horse. However, the notion is unknown (or has been abandoned) in other systems; actually, most rules on solidarity can take care of indivisibility cases. Indivisible obligations were mentioned in the discussions, but never actually considered for inclusion in the Principles.

7. Article 11.1.2 then establishes a very important presumption: “When several obligors are bound by the same obligation towards an obligee, they are presumed to be jointly and severally bound, unless the circumstances indicate otherwise.” Such presumption was to be expected in rules meant to apply to commercial contracts.

The Comments give examples of circumstances indicating otherwise. The main situation is that of an explicit contractual provision excluding solidarity (this is usually the case, for instance, in co-insurance agreements). But there may be other circumstances (the Comments also refer to co-insurance: even if insurers have failed to stipulate that their obligations are separate, this would derive from the very purpose of co-insurance to cover large risks without putting any insurer beyond the limits of its own capacity).

8. All further provisions of Section 1 deal with joint and several obligations. Actually, once a separate obligation has been defined as in Article 11.1.1, there is not much to add on the subject.

The main effect of joint and several obligations, from the obligors’ point of view, has already been stated in the definition of Article 11.1.1: “each obligor is bound for the whole obligation.” Article 11.1.3 addresses the obligee’s position when stating that “When obligors are jointly and severally

bound, the obligee may require performance from any one of them, until full performance has been received.”

9. The next set of articles (Articles 11.1.4 to 11.1.8) deals with defences which joint and several obligors may have against the obligee.

Article 11.1.4 states which types of defences are available to a joint and several obligor against whom a claim is made by the obligee: this obligor “may assert all the defences and rights of set-off that are personal to it or that are common to all the co-obligors, but may not assert defences or rights of set-off that are personal to one or several of the other co-obligors.” Examples of each type are given in the Comments. If the seller of machinery has given a warranty of performance separately to one of the joint and several buyers, only that buyer may assert breach of that warranty as a defence against the seller claiming payment of the price. But if performance of the contract would be unlawful because of an embargo imposed by authorities, each of the buyers may assert this as a defence against the seller wanting to enforce the contract.

10. The following provisions deal with the effect on the other joint and several obligors of different situations where an obligor’s obligation towards the obligee is extinguished or otherwise affected. Articles 11.1.5 to 11.1.8 successively cover the effects of performance and set-off, of release and settlement, of expiration or suspension of the limitation period and finally, effects of judgment.

This was a choice of what seemed to be the most frequent situations worth considering. PECL and DCFR also cover similar lists of events, but national codifications often omit some of these instances. On the other hand, the Group decided not to regulate some other defences, such as waiver of solidarity (considered in the Codes of France, Italy and Quebec, as well as in the OHADA draft) or merger of debts (covered by both PECL and DCFR – the reason for the omission here being that unlike the two other instruments, the UNIDROIT Principles do not have any provision on merger of debts in general).

11. Concerning performance and set-off, Article 11.1.5 was adopted without any difficulty. It provides that “Performance or set-off by a joint and several obligor or set-off by the obligee against one joint and several obligor discharges the other obligors in relation to the obligee to the extent of the performance or set-off.”
12. On the contrary, Article 11.1.6, concerning release and settlement, is the result of lengthy debates among the Group.

This text provides that “Release of one joint and several obligor, or settlement with one joint and several obligor, discharges all the other obligors for the share of the released or settling obligor, unless the circumstances indicate otherwise.”

Concerning release, the basic solution is similar to that found in PECL Article 10:108 (1), in DCFR Article III.-4:109 and in the OHADA Draft, Article 10/10 (3). But other solutions are available in comparative law. In the French and Belgian Civil Codes, for instance, release of one obligor discharges all the others, unless the obligee has reserved its rights against them (Article 1285). On the contrary, in the Dutch Civil code, release of one obligor, in principle, does not affect the others’ obligations towards the obligee (implied by Article 6.1.2.7b).

The first system was retained (discharge for the share of the released obligor), even though some members of the Group were reluctant to introduce a reference to an obligor’s “share” in relation to its co-obligors in a rule dealing with its “external” relationship with the obligee.

Another source of debate derived from the fact that in the common law, release has to be agreed in the form of a settlement because of the need for consideration. However, there is no requirement of consideration under the UNIDROIT Principles (Article 3.1.2), and Article 5.1.9 explicitly accepts the concept of gratuitous release.

13. Then, the subject of settlement in itself caused much discussion. The Group explored the possibility of having distinct provisions for the respective effects of release and settlement. However, after eventually coming to the same conclusion in either case (discharge of the other obligors for the share of the released or settling obligor), it was decided to retain the association of both situations in a single provision, as initially proposed.

One point remained to be clarified in case of settlement of the obligee with one of the obligors. The settlement may have led the obligee to accept a lesser amount than the obligor’s share. Should then the other obligors’ obligations be reduced only by that lesser amount? This was rejected by the Group, since this reduction was granted as part of a settlement where the concerned obligor probably made its own concessions. The fair solution is to reduce the other obligors’ obligations by the full amount of the settling obligor’s share. This is explained and illustrated in the Comments under Article 11.1.6.
14. The rules in Article 11.1.6 are subject to circumstances indicating otherwise. The Comments give examples. The obligee may release one of its obligors only for part of its share; the other obligors will then be discharged only for the amount of the released part, and all obligors will remain jointly and severally bound for the reduced total amount. On the other hand, the obligee may also intend to fully release all of its obligors; if the obligee expresses its intention to do so, the other obligors will be fully discharged. As to settlement, the Comments also explain that it will frequently not be separate, but concern all joint and several obligors. The consequences for the different obligors’ obligations will in these cases be determined by the terms of the settlement agreed by all parties, and the contributory claims will be adjusted accordingly.

15. Article 11.1.6(2) logically adds that “When the other obligors are discharged for the share of the released obligor, they no longer have a contributory claim against the released obligor under Article 11.1.10.”

16. Article 11.1.7 establishes several rules concerning limitation periods.

According to Article 11.1.7(1), “Expiration of the limitation period of the obligee’s rights against one joint and several obligor does not affect: (a) the obligations to the obligee of the other joint and several obligors; or (b) the rights of recourse between the joint and several obligors under Article 11.1.10.”

The first rule treats the expiration of a limitation period as a defence personal to the obligor who benefits from it. The concerned obligor may assert limitation against the obligee, but the other co-obligors may not. Thus, if, due to circumstances, limitation periods expire at different dates in relation to the different obligors (e.g. some of the obligors, but not all, have acknowledged the rights of the obligee under Article 10.4 of the Principles), the obligee will have the advantage of still being able to claim performance from any of the obligors against whom the claim is not time-barred. This is one of the advantages of having joint and several claims. The obligor who could have asserted limitation against the obligee will not even be able to avail itself of it against its co-obligors exercising a contributory claim under Article 11.1.10.

Article 11.1.7(2) deals with the effect of suspension of the limitation period caused by the obligee’s initiative to initiate legal proceedings against one of the joint and several obligors (under Articles 10.5, 10.6 or 10.7 of the Principles). Such suspension of the limitation period is effective against all obligors, including those who have not been sued by the obligee: “If the
obligee initiates proceedings under Articles 10.5, 10.6 or 10.7 against one joint and several obligor, the running of the limitation period is also suspended against the other joint and several obligors.” In this specific case of the obligee’s initiating legal proceedings, a different approach was taken compared to the “individualistic” rule in Article 11.1.7(1), because the adopted solution saves the expenses involved in initiating proceedings against all obligors. The obligee should however keep in mind the rule in Article 11.1.8 concerning the effect of judgments, which will now be described.

17. According to Article 11.1.8(1), “(1) A decision by a court as to the liability to the obligee of one joint and several obligor does not affect: (a) the obligations to the obligee of the other joint and several obligors; or (b) the rights of recourse between the joint and several obligors under Article 11.1.10.” Here, what we have called the “individualistic” approach is retained again. A basic principle of rendering justice is at stake, that a judgment cannot be binding on anyone who has not been able to defend its rights because it was not a party to the procedure. In the current circumstances, for instance, if the obligee had sued one of the obligors for defective performance and obtained a favourable ruling condemning that obligor to damages, the obligee could not claim payment of such damages from other joint and several obligors who were not called to the procedure.

However, there is no need to enforce this principle against co-obligors who might on the contrary benefit from the judgement to which they were not a party. The court, for instance, has reduced the price due to the obligee. Consequently, Article 11.1.8 (2) provides that “However, the other joint and several obligors may rely on such a decision, except if it was based on grounds personal to the obligor concerned. In such a case, the rights of recourse between the joint and several obligors under Article 11.1.10 are affected accordingly.” The exception made for decisions based on grounds personal to the obligor concerned would, for instance, apply if that obligor had obtained a favourable judgment on the basis of a personal warranty it had secured from the obligee.

This balanced solution is inspired by the corresponding provisions in the Civil Codes of Italy (Article 1306) and Portugal (Article 522). It was preferred to the rule appearing both in PECL (Article 10:109) and the DCFR (Article III.- 4:110), which deprives the court decision of all effects on the other obligors’ obligations (i.e., the principle of Article 11.1.8(1) without the deviation introduced by paragraph (2) of that Article).
18. The Section on Plurality of obligors ends with a few provisions concerning apportionment among joint and several obligors and the related contributory claims.

Article 11.1.9 presumes that the respective shares are equal: “As among themselves, joint and several obligors are bound in equal shares, unless the circumstances indicate otherwise.”

Shares could for instance be different if there was a contractual agreement concerning the respective amounts or percentages. Another frequent situation occurs when a party agrees to be bound as joint and several obligor not because of its own interest in the operation, but to serve as guarantor for the other (“main”) obligor. That party does not intend finally to bear any part of the obligation; if it has had to render performance to the obligee, it will exercise its contributory claim for the full amount against the “main” obligor.

19. The extent of contributory claims is then established in Article 11.1.10: “A joint and several obligor who has performed more than its share may claim the excess from any of the other obligors to the extent of each obligor’s unperformed share.”

20. Article 11.1.11(1) grants a joint and several obligor claiming contribution from other obligors the benefit of subrogation in the rights of the obligee: “A joint and several obligor to whom Article 11.1.10 applies may also exercise the rights of the obligee, including all rights securing their performance, to recover the excess from all or any of the other obligors to the extent of each obligor’s unperformed share.” The advantage is obvious when the obligee’s rights are secured – which contributory claims are not.

It may be that the claiming obligor had not fully performed the obligation in favour of the obligee. In that case, the obligee retains its rights against the joint and several obligors to the extent of the unperformed part, thus exercising its own claim along with the contributory claim of the obligor who had partly performed. The question is then who will have precedence in case the obligor against whom these concurrent claims are exercised is not sufficiently solvent. Article 11.1.11(2) follows a solution that is traditional in many systems, based on the principle that nobody is supposed to grant subrogation against its own interest (nemo censetur subrogasse contra se): “An obligee who has not received full performance retains its rights against the co-obligors to the extent of the unperformed part, with precedence over co-obligors exercising contributory claims.”
This last solution was not retained without much discussion within the Group. If civil law systems are divided on the issue of precedence (an alternative solution is proportionality), they all take it for granted that subrogation can be partial. On the contrary, in common law systems, at least in English law, there can be no subrogation until the obligation has been entirely fulfilled. The Group eventually decided to grant the benefit of subrogation to a co-obligor having performed only part of the obligation, but to give precedence to the obligee for the unperformed part – a balanced solution.

21. Defences in contributory claims are covered by Article 11.1.12: “A joint and several obligor against whom a claim is made by the co-obligor who has performed the obligation: (a) may raise any common defences and rights of set-off that were available to be asserted by the co-obligor against the obligee; (b) may assert defences which are personal to itself; (c) may not assert defences and rights of set-off which are personal to one or several of the other co-obligors.”

For instance, a co-obligor asked to perform by the obligee may assert all defences and rights of set-off common to all the co-obligors (Article 11.1.4). If that co-obligor has failed to raise such a defence or right of set-off which would have extinguished or reduced the obligation, any other joint and several obligor against which the former obligor exercises a contributory claim may assert that defence or right of set-off. As to personal defences, a co-obligor may assert a defence personal to itself (e.g., having been induced by fraud to enter the contract, unlike the other obligors) against a contributory claim, but not a defence personal to one or several of the other obligors (e.g., in the situation where the contributory claim would be directed against a co-obligor other than the one who had been fraudulently induced to contract).

22. The last provision on contributory claims concerns the consequences of the claiming obligor’s inability to recover from another obligor. The solution given in Article 11.1.13 was easily adopted within the Group. It is fair, and it is frequently found in domestic legal systems: “If a joint and several obligor who has performed more than that obligor’s share is unable, despite all reasonable efforts, to recover contribution from another joint and several obligor, the share of the others, including the one who has performed, is increased proportionally.” It will be noted that in order to avail itself of this provision, the claiming obligor will have to demonstrate that it has exerted all reasonable efforts to recover from the failing obligor, such as reminders, injunctions, attachments or legal proceedings, as may be appropriate.
II. – PLURALITY OF OBLIGEES

23. The subject of plurality of obligees is traditionally handled as a subject somewhat symmetrical to that of plurality of obligors. “Active solidarity” as opposed to “passive solidarity” in certain civil law systems, “Joint and Several Promisors and Promisees” are handled together in the same chapter of the Restatement Second.

This does not mean that the rules on plurality of obligees should be a perfect mirror image of those on plurality of obligors. There are obvious differences due to the fact that the legal status of an obligee is not that of an obligor. However, similar problems have to be dealt with. When there are several obligees, should there be a presumption that the claims are of a certain type? In case of “solidarity” between the single obligees, what are the rights of each of them vis-à-vis the obligor? What defences could the obligor raise against the single obligees? How is performance received by one obligee to be apportioned among the others?

However, the UNIDROIT Working Group gave some consideration to another possible approach. Plural claims can be perceived as assets belonging to several persons. Consequently, there can be as many claims as there are obligees, each obligee “owning” its “own” claim, or there can be co-ownership of the whole claim. In the latter case, the mechanisms of agency and authority (possibly also assignment) can determine who can do what concerning the claim(s), e.g., whether a single obligee can exercise the rights of all vis-à-vis the obligor, grant a discharge or assign the whole claim to a third party. Those who favoured such an approach considered that it was for mere historical reasons that the notion of “solidarity” between obligees had developed alongside “solidarity” between obligors, because agency and assignment were not adequately available in Roman law. Nowadays, the rules of co-ownership could more effectively be applied.

Actually, the Dutch Civil Code has already taken this new approach (Articles 6.15 and 6.16). However, the Dutch member of the Group explained that it was not proving successful in practice. It was also felt that practitioners would not feel comfortable with such a departure from a well-known, classic approach. After all, parallel rules on plurality of obligors and plurality of obligees in the same chapter seem to make sense. Adequate provisions can cope with the different issues. It was finally decided to draft the new Section on plurality of obligees along traditional lines, basically a “mirror image” of the rules on plurality of obligors, but mutatis mutandis.
24. Article 11.2.1 inaugurates the Section with three definitions: “When several obligees can claim performance of the same obligation from an obligor: (a) the claims are separate when each obligee can only claim its share; (b) the claims are joint and several when each obligee can claim the whole performance; (c) the claims are joint when all obligees have to claim performance together.”

The first two categories can be compared to the corresponding types of “separate” or “joint and several” obligations in Article 11.1.1, described above. Here, however, a third category of “joint claims” has been recognised in the black letters, whereas “joint obligations” were only mentioned in the Comments under Article 11.1.1, as a mere other possible variety. It was felt that in practice, joint claims may have more importance that joint obligations. The example given in the Comment is that of two companies joining to rent office space to share in a foreign capital; in such a situation they have to claim performance together from the owner of the premises (this, however, would not prevent them from designating one of them as agent for dealings with the owner).

25. The discussions that took place as regards the practical importance of joint claims must be put in the context of a wider – and vivid – debate within the Group, which resulted in an important decision: after defining the three main categories that have just been mentioned, the Section on plural claims does not establish any presumption as to which type would apply unless the circumstances indicate otherwise. It will be remembered that concerning plural obligations, Article 11.1.2 presumes that they are joint and several. But a presumption must be based on the most frequent practice. In that respect, when it comes to plural claims, none of the three types seems to be dominant; choices vary considerably, mainly depending on the operation concerned.

Much effort was expended on determining how plural claims were organised in practice. Inquiries were conducted in several circles. One research conducted in Germany seemed to indicate the prevalence of joint claims. On the contrary, a study on loans granted by bank consortia revealed the omnipresence of clauses stipulating the separate nature of each of the members’ claims. Information gathered from several different sources could not lead to the conclusion that one of the three types was sufficiently generalised to justify a presumption.

Guided by the results that gradually emerged from the different inquiries, the Group successively explored all possibilities: presuming plural claims to be joint and several claims, or separate, or joint. It was finally decided not to offer any presumption.
Such absence of any default rule will perhaps be regretted in cases of doubt. It is the consequence of the great variety of situations that seems to characterise actual practice. This leads to a clear message to contract drafters: in case of plural claims, be sure to have an explicit provision stating whether they are joint and several, separate or joint. This, without prejudice of possible arrangements granting one of the obligees the authority to act as the others’ agent when dealing with the obligor.

26. Further provisions of the section on plural claims all deal with joint and several claims.

- Article 11.2.2 states their main effect: “Full performance of an obligation in favour of one of the joint and several obligees discharges the obligor towards the other obligees,” complementing what the definition in Article 11.2.1 had already stated, that each joint and several obligee could claim the whole performance.

- Article 11.2.3(1) deals with the availability of defences against joint and several obligees: “The obligor may assert against any of the joint and several obligees all the defences and rights of set-off that are personal to its relationship to that obligee or that it can assert against all the co-obligees, but may not assert defences and rights of set-off that are personal to its relationship to one or several of the other co-obligees.”

This is the adaptation to the reverse situation of plural claims of the provision in Article 11.1.4 concerning the availability of defences in plural obligations. The Comments also give examples. If one of the obligees has granted the obligor a separate warranty concerning its own reciprocal obligations and the warranty is breached, the obligor may assert this as a defence only against this obligee. On the other hand, if the joint and several obligation has been undertaken in violation of applicable mandatory provisions, such defence may be asserted against all obligees.

27. Section 1 contains four distinct provisions (Articles 11.1.5 to 11.1.8) dealing with the effect on the other joint and several obligors of different situations where an obligor’s obligation towards the obligee is extinguished or otherwise affected: performance and set-off, release and settlement, expiration or suspension of the limitation period, and judgment. These were described supra, Nos. 10-17.

Similar questions arise in respect to plural claims. When one of these situations has occurred between the obligor and one of the co-obligees, what
are the consequences with respect to the relationship between the obligor and the other obligees?

On these issues, the Section on plural claims proceeds by reference. According to Article 11.2.3(2), “The provisions of Articles 11.1.5, 11.1.6, 11.1.7 and 11.1.8 apply, with appropriate adaptations, to joint and several claims.”

What “appropriate adaptations” means is illustrated in the Comments. For instance, performance received by (or set-off exercised by) one of the joint and several obligees discharges the obligor towards the other obligees to the extent of the performance or set-off – just as performance or set-off by a joint and several obligor or set-off by the obligee against one joint and several obligor discharges the other obligors in relation to the obligee to the extent of the performance or set-off (as provided in Article 11.1.5).

28. The final provision of the new chapter on Plurality of obligors and of obligees ends with Article 11.2.4, dealing with allocation between joint and several obligees. It provides that “(1) As among themselves, joint and several obligees are entitled to equal shares, unless the circumstances indicate otherwise. (2) An obligee who has received more than its share must transfer the excess to the other obligees to the extent of their respective shares.”

As with joint and several obligors (see supra, No. 18), shares are presumed to be equal between joint and several obligees. However, the circumstances may indicate otherwise. For instance, if a factory has been sold by its co-owners and they are jointly and severally entitled to the price, their respective shares in the final allocation will normally correspond to their previous shares of co-ownership.

CONCLUSIONS

29. With the new Chapter 11 and its seventeen articles, the UNIDROIT Principles now include two comprehensive sets of rules on plural obligations and plural claims. An important gap of the preceding editions has been filled.

In spite of the largely technical character of the different problems at stake, many of these provisions are the result of extensive discussions, based on extensive surveys of comparative law and inquiries into actual practice.

Considering the frequency of the situations covered and the variety of questions they raise, this new chapter of the UNIDROIT Principles should prove to be very useful to practitioners.

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