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## **Transplanting the Western legal tradition: the ‘big bang’ of Russian civil law in the mid-19th century.**

*Dear participants of the XXth Forum of Young Legal Historians!*

My presentation addresses the points of commonality between the Continental legal tradition of civil law’ and Russian private law in the mid-nineteenth century.

At the last Conference of the European Society of Comparative Legal History in Amsterdam I had a chance to shed some new light on the westernisation of Russian legal culture in the second half of the 19th century. In this respect Russia was no exception to the global process that was underway during the ‘long 19th century’ of European domination. What makes Russia’s case special was the specific form of this westernisation and its starting point.

In the secondary literature the full-scale westernisation in Russia is usually explained as being part of the intense efforts of the national government to catch up with the West after the humiliating defeat in the Crimean war (1853-1856). It is true that this military fiasco paved the way to the Great Reforms of the 1860s [abolition of serfdom, introduction of municipal self-government, military and judicial reforms], much like the Meiji reforms in Japan a decade later.

However, I would like to argue that the profound changes in the legal domain had been prepared by quiet academic innovations as early as the 1840s-50s. Due to the limits of this presentation, I will focus on the contribution of Professor Dmitry Meyer (1819-1856), praised by many as the founding-father of the Russian science of civil law. The main example will be the omnipresent contract for sale as it was analysed and treated in Meyer’s principle work ‘*Russian civil law*’.

### **No Reception of Roman law or *ius commune* in Russia?**

To join the family of civil law legal systems is to share its Roman foundations. At first glance, this option was not for Russia. Never was this country part of the socio-political and cultural entity where the *ius commune Europaeum* had been spreading since the twelfth century.

Only few enthusiasts would argue that borrowing or receiving of Roman law took place in Russia in the nineteenth century. [See, for example, Letyaev 2001, Tkachenko 2006, Avenarius is more cautious to call this phenomenon the ‘scientification’ of Russian law, Avenarius, 2004]

Most scholars are more reserved in their estimates of Russian law being Romanised. [See Rudokvas 2010, Butler 2009, Wortman 1976].

The latter estimate seems to be more appropriate as it matches the testimony of the contemporaneous statesmen and scholars. For example, Russian ‘Tribonian’ count Mikhail Speransky (d. 1837), who was responsible for several legislative projects under the reigns of

Alexander I and Nicolas I, firmly stated that the texts of the Justinian compilation, or *Corpus Iuris*, had never enjoyed the force of a subsidiary source of law in Russia, let alone that of the positive statute.

Half a century later Professor Nikolaj Duvernua (d. 1906), in his popular booklet '*The significance of Roman law for Russian jurists*' (1872), perceived Roman law not as a positive law of any foreign nation but as the finest expression of the idea of law itself. Thus, he came very close to calling this law *ratio scripta*. Yet even this great protagonist of the 'written reason' did not argue more than its academic and instructive value.

The pre-reform Imperial Russia seemed to lack almost all pre-conditions which such famous scholars as Franz Wieacker, Manlio Bellomo and Raul Van Caenegem believed to be indispensable for receiving Romano-canonical *ius commune*:

- legal sources of the *ius commune* were denied even the validity of a subsidiary source of law (instead, judges had to found their decision on the basis of another compilation of positive statutes, the *Svod Zakonov*);

- Roman law lacked the prestige it enjoyed in the West as the law of the Empire and as the *ratio scripta*;

- the Orthodox church effectively blocked any interference of the Roman Catholic church with its canons which had paved the way, in the words of Wieacker, to the 'pre-reception' of Roman law;

- Russian tsars did not need to recourse to Roman law to back up their sovereign rule because they founded their authority on another ideological basis (in the nineteenth century it was epitomised in the Official Nationality doctrine);

- last but not least, Russians were not in awe of the culture of Antiquity and had experienced no Renaissance.

**Slide 1:** Pre-conditions of the reception of the *ius commune*: [in progress]

The list of differences between the Latin West and the Orthodox (Russian) East could easily be continued, but it would lead us astray from the main point. Curiously enough, despite all these differences, Roman law began to be received in Russia even before the military fiasco in the Crimean war transformed it into necessity. The primary channel of this borrowing was, undoubtedly, the legal science and the effect of 'scientification' of Russian civil law. [We shall limit our presentation to private law because public law was vigilantly kept immune from any westernisation as the staple of the national political system.]

## **Transplanting Western legal tradition through ‘scientification’ of Russian civil law**

First, let me say a couple of words about the lay of the land in the domain of legislation and the knowledge of laws in the pre-reform Russia.

The legislation was embodied in the *Digest of the Laws of the Russian Empire* (hereinafter — *Svod Zakonov*, 1st ed. 1832, 2nd ed. 1842). Based on the massive chronological collection of all acting legislation of the Empire (completed in 1830), the *Svod Zakonov* counted impressive 15 volumes, very roughly systematised, and dedicated to the form of government of the Empire and of its entities, multiple administrative provisions, tax laws, civil and criminal procedure. [see Butler 2009, p. 30-31] The tenth book contained the Civil Laws. Unlike modern European civil codes, this massive volume did not introduce liberal values, nor reject feudal institutions (such as estates or serfdom), nor offer a clear system of private law.

Russian legal science (*zakonovedeniye*) was largely identified with knowledge of the *Svod Zakonov*. Legal education was focused on reading, learning by heart, and scholastic exegesis of legal statutes. So did the literature for the students of law (e.g. Alexander Kranihfeld, *An Essay on Russian civil law*, 1843; or Fyodor Proskuryakov’s *Textbook for study of Russian state, civil, criminal, and administrative laws*, 1854). Only in the late 1830s this situation began to change, mainly, due to the influence of German legal science. The first historical commentaries on the *Svod zakonov* followed (e.g. Konstantin Nevolin’s *History of Russian civil laws*, 1851).

That was the scene Meyer entered with his legal agenda.

### **Introducing Dmitry Meyer**

Dmitry Meyer (1819-1856), son of the Russified German in St. Petersburg, was not the first to embrace a good deal of European legal culture. Russians travelled abroad to learn in German-speaking universities as early as mid-eighteenth century. Yet, Meyer turned out to be more consistent and original in building the new foundation of Russian science.

For the purpose of this presentation, Meyer’s brief academic CV seems quite appropriate.

Slide: Meyer’s portrait and CV [in progress]

Meyer studied Russian legislation at the Principal Pedagogical Institute in St. Petersburg from 1834 to 1841. In February 1842 the Ministry of Public Education sent him, as a promising student, to pursue his legal studies in Germany. Judging from his own letters, at Berlin University Meyer fell under the particular influence of Savigny’s pupils whose lectures and seminars transformed his vision of private law as a product of national spirit, and legal science as a means to make sense of it. In February 1845, shortly after his return to St. Petersburg, he was appointed assistant professor (*adjunkt*) of civil law at a Kazan university. There Meyer was quickly promoted, first, to Master of Law (1846), then, to Professor Ordinarius (1848). In 1853 he was elected dean of the faculty of law.

However, in less than three years he left Kazan to take up a position at St. Petersburg university where he suddenly succumbed to tuberculosis.

### **Meyer's principal work – Textbook on Russian Civil Law**

It was the posthumously published '*Russian Civil Law*' that won Meyer fame as the founder of the Russian science of civil law. '*Russian Civil Law*' is in fact the lecture notes more or less accurately taken from Meyer by his students in Kazan University in the late 1840s and early 1850s. Following his sudden death in 1856, one of his students carefully compiled and edited these notes to publish them in 1858. Nine subsequent editions were published in St. Petersburg between 1861 and 1915 offer the best evidence of the popularity of this textbook. [According to one trusted testimony from 1893, hardly any textbook could compete for greater popularity with Meyer's course of lectures. See Šeršenevič 2003]

'*Russian Civil Law*' is arranged into two parts. The general part comprises basic concepts of civil law, its sources, and an outline of the system of legal institutes. The specific part deals with property rights, obligations, family laws, and succession law.

### **Meyer was inspired by Georg Puchta's programme**

Meyer's biographers still dispute which one of Meyer's instructors at Berlin University exercised the most profound influence on this young Russian professor. It is only logical to take into consideration Friedrich von Savigny (d. 1861), the leading German academic jurist of that time, who was giving his last lectures in Berlin just as Meyer arrived there. The Russian student might have been affected by one of Savigny's numerous pupils teaching at that time. However, it is more likely that Meyer fell under a particular influence of Georg Puchta (d. 1846) given some undeniable similarities in their academic creeds.

Slide 3: Comparing academic programmes of Puchta and Meyer [in progress]

As far as Puchta's major works allow us to see his academic programme (above all, '*The Customary Law*' in 2 vols. (1828 to 1837), '*Lectures on the Modern Roman Law*' (1847), and most notably, '*Textbook of the Pandects*' (1838, and nine later editions until 1863), Puchta, as Savigny's pupil, shared his idea of 'scientification' of people's law through the joint efforts of jurists. However, unlike Savigny, he put emphasis not on the empirical studies of the old legal sources, but rather on system-building of modern Roman law.

As Fiona Robinson (Robinson 2003) rightly put it, Puchta believed that legal science should become a source of law, alongside with custom and legislation, and that it was jurists' duty to reveal the systematic coherence of the law by placing legal rules in their relations to each other and to its underlying principles (the famous method of *Begriffsjurisprudenz*, or jurisprudence of concepts).

Puchta's academic contribution in the 1830s and early 1840s inaugurated the transition of many German jurists from the camp of the Historical School to that of the Pandectists. It was

Pandectists who eventually transformed Roman law into the general theory of private law filled with the coherent system of abstract legal definitions and other legal material arranged under obligations, property law, family law, and succession, with further sub-headings. The hallmark of this systematisation was the ‘general part’ (*allgemeiner Teil*) of certain basic concepts which applied throughout the system (e.g. legal capacity, juristic personality, legal facts, transactions etc.). The generally applicable concepts were to be explained before dealing with particular fields and their rules.

This system of legal concepts became known after the monumental work of late Savigny ‘*System of Modern Roman Law*’ (8 vols., 1840–1849) which epitomised the Pandectist legal science (before being surpassed by the ‘*Textbook of the Pandects*’ (1st ed. 1862) by Bernhard Windscheid (d. 1892).

Actually, this abstractness and (alleged) political neutrality of the Pandectists allowed the new teaching, in the words of Wieacker [1995, p. 350-351], to ‘travel apace’, even across the territories previously unaffected by Western legal institutions. And it was at this abstract legal science that Meyer took with him to Russia from Berlin University.

### **Meyer on Civil Law as a Science vs old ‘*Zakonovedenije*’**

In his course of lectures at Kazan University Meyer offered a new vision of the science of civil law, by redefining its relation to the positive laws and to legal education. In his own words, ‘the ultimate aim of legal science was not to study the positive statutes <as old Russian *zakonovedenije* did> but to understand the laws of real life’ <i.e. people’s customs and beliefs> with the help of dogmatical exegesis, historical and comparative study, and state the doctrine in clear and elegant style. It is for legal science to define the scope of civil laws, put them in order and, if necessary, amend it even *praeter legem* or *contra legem* according to supra-legal principles (national spirit, justice, rationality etc.). According to Meyer, civil laws were there only to ‘define the measure of freedom each individual had to enjoy the things and the actions of other individuals in order to satisfy one’s own needs’. Thus, the scope of civil law and of its science should be limited to proprietary rights on things and actions, excluding all family relations (as part of canon law) and parents’ authority (as part of public law).

Yet, in his lectures he dealt with both institutes as a matter of positive civil law in Russia. The disorder of civil law in the *Svod Zakonov* prompted Meyer to arrange its institutes into general and specific part. Although such a division had been introduced earlier by a professor of Moscow university Fyodor Moroshkin (d. 1857) in his lectures (published only in 1861), Meyer excelled him in coherence and elegance of the systematic exposition.

In short, Meyer was the first Russian scholar to teach Russian civil law as a system. And in that sense it was, in the words of professor Gabriel Šeršenevič, ‘a product of Western science,

mainly of Roman law' (Šeršenevič 1893). Šeršenevič was also one of the first critics of Meyer's approach because "he does not touch upon those juridical relations, which are peculiar of the Russian way of life, and which should be therefore especially interesting for judicial practice". Ilja Oršanskij (d. 1875) was even more sceptical about Meyer's methods, accusing him of "the violent submission of Russian civil law to foreign jurisprudence and to Roman law followed a habit of theorists to apply the usual methods of European jurisprudence to Russian legal problems without any serious study of our juridical mode of life" [a quote from Rudokvas 2010].

### **Interpretation *contra legem*: example of the Sale of Goods**

Let us look now into how Meyer interpreted the sale of goods before finding him guilty of such a 'violent submission'. The idea is to compare Meyer's treatment of sale with that of the contemporaneous Russian legislation and the teaching of Georg Puchta.

**Slide 4:** Treatment of the Sale of Goods by Puchta, the *Svod Zakonov*, and Meyer [in progress]

As a matter of positive law, the provisions of the *Svod Zakonov* on buying and selling turned out to be inconsistent, even contradictory, and did not resemble the models of major European legislations of that day. That models were definitely not unfamiliar to Russian lawmakers. M. Speransky was very knowledgeable about the civil law in France, Germany and Ancient Rome. And yet, when presiding the compilation of the *Svod Zakonov*, he opted for consistency with the old Russian statutes due to the conservative mood of government under Nicolas I.

In the Book of Civil Laws of the *Svod Zakonov* the provisions on the sale of goods were quite numerous: 146 articles in total, from art. 1381 to 1527. It was not by chance that they were placed in the third division dealing with various means of acquiring property rights (such as the exchange of goods), and not into the fourth division on the contractual obligations (book 4, division 1, art. 1528 - 1553). This placement went in line with the previously established regime of transferring a property title which could be put into effect either by drafting and delivering a document, or a deed of purchase (*kupchaya*, art. 1417) for immovables, or by actual delivery of movables (art. 1510).

Although the statute did not define sale of goods—definitions in the *Svod Zakonov* were notably scarce—one could deduce from its content that the lawgiver understood sale of goods not as a contract but as delivery of a piece of property. Such a delivery was either purely factual (for movables), or was effectuated by drafting a formal document, a deed of purchase.

Since a property title was considered to be transferred as soon as the correspondent deed of purchase was delivered, a sale and purchase in the sense of the *Svod Zakonov* could be compared with a symbolic tradition (*traditio symbolica*) in Roman law. Actually, M. Speransky alluded to this similarity when he explained why the legislative committee preserved this typically Russian distinction between the transfer of a property title and an agreement to do so. In other words, the

provisions on buying and selling in the *Svod Zakonov* were centred around the transfer of a property title, not an agreement to sell.

All this should be understood through the prism of securing property and possession. Just like the laws of Romans, the *Svod Zakonov* protected any possessor bona fide who could not be deprived of his possession on the grounds of a deed previously delivered to another non-possessing person. [With the notable exception of the deeds of purchase over immovables, art. 1416].

[Let it be noted here, that Russian lawmakers were in no way exceptional in preferring formalism over consensual model. The struggle of formalism vs. consensualism, as P. Ourliac or Y. Jeanclos nicely put it (Ourliac, 1968; Jeanclos, 1987), had been waged for centuries, in Rome and in medieval Europe alike. So, in Rome before the dawn of the classical jurisprudence the formal acts of *mancipatio* and *in iure cessio* of the old *ius civile* dominated the scene, and the consensual contracts were totally unknown to the Law of the Twelve Tables (ca. 450 BCE). Equally, French customs (*coutumes*) preserved the requirement of a symbolic tradition until the radical legal reforms of the French revolution.]

If buying and selling was a deed or a fact of actual delivery, then none of the provisions in the *Svod Zakonov* on the contractual obligations regarding their conclusion, interpretation, validity, termination (book 4, art. 1528-1678) were applicable to the deed of purchase.

As for the agreements to buy and sell, according to the statute, any deed of purchase or actual delivery presupposed such an agreement, either oral or in writing. Yet, the provisions on an agreement to buy and to sell (*zaprodazha*) were placed in a different division of the book 4 of the *Svod Zakonov* (book 4, art. 1679 - 1690). Again, the definition of this agreement was missing. But the content of the articles made it clear that it was a consensual contract to enter an obligation to deliver a property title, that is to draft a deed of purchase, in case of immovables, and to accept this delivery.

The role of such an agreement was, indeed, quite limited. It could neither result in transfer of property, nor serve as a pretext to compel a nonperforming seller (usually the owner) to convey the property title under the contract. Nonperformance of a buyer's duty to pay for the delivered thing must have led to annulment of the transfer of the property title and to its auction sale. (art. 1522)

[Slide 5. Outline of the provisions of the *Svod Zakonov* on the sale of goods]

Volume X: the Civil Laws.

<...>

Book 3. On the procedure of acquiring and certifying proprietary rights in particular.

Division 3. On mutual acquisition of proprietary rights by means of exchange or sale of goods. (art. 1374 - 1527)

Chapter 2. On selling and buying (art. 1381 - 1527)

Subdivision 1. General provisions (art. 1381 - 1416)

I. On selling (art. 1381 - 1401)

II. On buying (art. 1402 - 1405)

<...>

Subdivision 2. Drafting deeds of purchase (art. 1417 - 1428).

Subdivision 5. On delivery of the things sold and on granting possession of the debtor's estate under the deeds of purchase (art. 1510 - 1527)

<...>

Book 4. On contractual obligations.

Division 1. On contractual relations in general (art. 1528 - 1553)

Division 2. On securities against debts in general (art. 1554 – 1678)

Division 3. On contractual obligations in particular (art. 1679 - 2200)

Chapter 1. On sale (art. 1679 - 1690)

<...>

The concept of the sale of goods of the Pandectists differed from that of the *Svod Zakonov*. In his 'Textbook of the Pandects' (1838) the leading Pandectist of the 1930s and early 1840s Georg Puchta draw a clear distinction between property rights and rights under obligations (rights *in personam*). Under such a distinction sale of goods was qualified as a binding contract, that is a means to conclude a legally enforceable obligation between buyer and seller. A property title was transferred through the act of delivery (*traditio*) of the thing sold.

More importantly, one could grasp the full meaning of a sale contract only within the coherent system of concepts of private law. This Pandectist (*Begriffsjurisprudenz*) expected a jurist to proceed from the concept of rights on actions (book 6), to the general provisions on <all> obligations (chapter 1), and finally, to find sale contract among specific provisions on various obligations (chapter 2).

[Slide 6. Place of sale contract in Puchta's system of civil law]

Book 6: Rights on Actions, (*Die Rechte an Handlungen*)

Chapter 1: General provisions on all obligations (including: definition, content, fulfilment, conclusion, termination)

Chapter 2: Specific provisions on various obligations.

-- sale of goods (*Kaufcontract*, § 359) falling into the group of contracts of exchange, together with lease (*locatio et conductio*) and partnership (*societas*).

Despite Puchta's references to the sources of Roman law (Inst.III.23; D. 18.1; C. 4.38 etc.), the more appropriate name for his model is a 'neo-Roman' one (that of the *heutiges Römisches Recht*). It differed substantially from the way Roman jurists must have been thinking about the obligations to buy and to sell. Their relevant contemplations were centred around the issues of civil procedure and cases from their experience. And they never strived for placing it into a complete system of civil law. [Spanish Romanist Garcia Garrido (2005) has famously labelled these peculiarities a 'casuism' of Roman jurists.]

Therefore, instead of speculating about law of property and that of obligations, Paul, Ulpian,



and even a school teacher Gaius wrote about the distinctions between *actiones in rem* and *actiones in personam*, and were busy with arranging actions from various *contractus* instead of classifying the contracts themselves. Last but not least, general part of obligations were totally missing in the classical Roman law as incompatible with the casuistic spirit of its jurists. It was not by chance that Javolenus famously warned against formulating definitions in the civil law because those could be universally sustained. [see D. 50,17,202 stating “*Omnis definitio in iure civili periculosa est...*”]

Now, if we turn our attention to Meyer’s *Russian Civil Law*, it won’t be hard to prove that he closely followed the ‘neo-Roman’ model of the sale of goods instead of sticking with that of the *Svod Zakonov*. These were at least five main points of his teaching:

- 1) the contract of sale of goods under Russian law is (should be?) equal to *emptio et venditio* under Roman law (or modern Roman law?),
- 2) as such, it is a means to conclude an obligation and not to perform it by actual conveying a thing sold;
- 3) this contract wholly belongs to the domain of the law of obligations;
- 4) it is a single contract, not two separate contracts of selling and of buying (therefore, it cannot be partially valid, e.g. selling without buying);
- 5) if it is a single contract, than a single term must be used to label it, and all the relevant provisions should be grouped together in one part of a lawbook;

It should also be noted that Meyer’s concept of the sale contract was well integrated into the system of Russian civil law he devised in his textbook. The provisions on sale contract can be found in:

Chapter 2. Law of Obligations

§ 4. Sources of Obligation

a. General Theory of Contracts

b. Specific Contracts

1) Sale of goods.

<...>

Hence, in order to understand Meyer’s conception of a specific contract more thoroughly, one must take into account the general provisions of the law of obligations and, eventually, the general part of the civil law. This is another striking similarity with the Pandectist way to treat legal institutes.

A discrepancy between the provisions of the positive law and Meyer’s teaching were so obvious that one cannot help mentioning his critique of the *Svod Zakonov*. Basically, all the above points on the sale of goods were either implied or open disapproval of the statute.

– Meyer openly refused to recognise the sale of goods as a mere conveyance of a thing sold.

– He also mentioned the inconsistent or ambiguous terminology of the *Svod Zakonov*. For example, the scholar warned his readers that the wording in the statute might give them an erroneous impression of regulating two separate contracts—one of buying and another of selling (art. 1381-1401 and art. 1402-1405). Of course, it could lead both to theoretical absurdity and to practical difficulties, such as a valid purchase and a void(able) sale of the same piece of property. Moreover, the working of the provisions was such that it was not clear right away that the subdivision 1 “General provisions” (art. 1381-1416) envisaged only immovables. One should read up to the section of the sale of movables to discover this.

– Additionally, Meyer deplored lack of systematical arrangement of the provisions on the sale of goods in the statute. Rules on the sale of immovables and movables, on the private sale and auction sale were placed in different books, divisions and chapters.

– The scholar also expressed regret about the casuistic style of the *Svod Zakonov*. Indeed, it contained quite few definitions and general rules (including the general part itself).

On several occasions Meyer tried to ‘correct’ the defects of the statute by extending the literal meaning of the black-letter rules. For example, he cited article 1510 as the basis for buyer’s right to demand the sold piece of property. Yet this article stated only what ‘conveyance’ of a thing meant.

### **A ‘violent submission to foreign jurisprudence’?**

Due to the limits of this presentation I analysed only one example of how Meyer interpreted Russian positive laws to bring them closer to the Pandectist doctrines. This is how he carried out his programme of ‘scientification’ of law. Just to name a few other examples, Meyer also drew a clear distinction between the concepts of the right of property and that of possession as a factual relationship. That was to amend the confusion of the two in the *Svod Zakonov* which resulted, inter alia, in a possessor being protected by the same lawsuit as it was in the case of a proprietor.

All in all, Meyer’s treatment of the contract of sale certainly justified M. Avenarius view that the ultimate goal of the Russian scholar was to introduce Roman model of the sale of goods. (Avenarius 2004, p. 39) A bias towards (neo–)Roman models quite often led Meyer to “ignore legal institutes, which were peculiar of the Russian way of life, and which should be therefore especially interesting for judicial practice”. (Šeršenevič 1893, p. 104.)

However, Meyer’s selective approach was justified by higher goal. And it could hardly be called a “violent” act of submitting Russian civil law to foreign jurisprudence (Ilja Oršanskij).

### **Meyer’s legacy**

The first dogmatic treatment of Russian civil law by Dmitry Meyer turned out to be ground breaking. Its most important outcome was the birth of Russian legal science as a distinct discipline capable to evaluate and, if necessary, correct the positive law on the basis of higher standards of reasonableness and inner logic. From that moment on the Russian professorship embark on the

course of becoming a new ‘power close to <the legislative> power’ [the metaphor of Jestaz 1998].

We may argue that the subsequent development of Russian law and the Russian legal science justified Meyer’s choice for a ready-made solution imported from Western Europe. In the second half of the nineteenth century Russia felt the need to update its legal practices due to various new developments: the abolition of serfdom in 1861, the beginning of industrialisation, the expansion of free-market economy. Last but not least, there were purely legal factors. The Judicial Reform of 1864 and the new rules of civil procedure created the need for dogmatical interpretation of statutes by judges, advocates, and practicing lawyers generally.

The courts of the Russian Empire started to quote, from time to time, academic treaties when adjudicating on complicated cases. It did not lead to establishing the expert committees at the law faculties (as it had been the case in the early modern German principalities).

But still, by the late nineteenth century the Civil Cassation Department did not hesitate to hand down a decision with these words: “it was necessary for civilian authors to fill up the lacunae in law.” (Rudokvas, 2010) Indeed, the Senate, followed by lower courts, occasionally referred to the “*Russian civil law*” and other works of Dmitry Meyer.

As westernisation of Russian law made its way, Meyer’s legacy affected another domain—that of the lawmaking. The first draft of the Civil Code of the Russian Empire was unmistakably influenced by the Pandectist legal theory. It was no surprise to find there the ‘neo-Roman’ model of the contract of the sale of goods, together with a more consistent terminology and the General Part of the law of obligations.

Finally, Meyer’s legacy decisively shaped the Russian legal education. And it came as no surprise. After all, the ‘*Russian civil law*’ was a collected lectures at Kazan University. According to Šeršenevič, this was the most popular textbook in Russia before 1917 which proved to be indispensable for those willing to learn to ‘think like lawyers’. Its popularity resonated with the changes in the curriculum of law faculties and the reinforced dogmatic approach to legal studies. All this was undertaken with the aim to prepare jurists capable to find their way in the reformed courts of law.

If we group together all these trends, the overall picture would not be that different from other major continental jurisdictions. To use the metaphor of Stephan Vogenauer, Dmitry Meyer could claim credit for “igniting the light <of legal science>” which illuminated the law-making and judicial decision-making, and ensured the monopoly of law faculties on legal education in the late imperial Russia.

*Thank you for your attention!*

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