

Case 226: CISG [4(a)]

Germany: Oberlandesgericht Koblenz; 5 U 534/91

16 January 1992

Original in German

Published in German in [1992] Recht der internationalen Wirtschaft 1019; [1994] Praxis des internationalen Privat- und Verfahrensrechts 46; and Die deutsche Rechtsprechung auf dem Gebiete des internationalen Privatrechts im Jahre 1992 (No. 72)

Abstract in Italian in [1994] Diritto del Commercio Internazionale (No. 34), 852

Commented on in German by Schurig in [1994] Praxis des internationalen Privat- und Verfahrensrechts 46

A Dutch seller, plaintiff, sold a yacht to a German company. Under the contract, the seller retained title to the yacht ("retention of title"). The yacht was subsequently transferred to the defendant, a silent partner of the German company. When the German company was declared bankrupt, the parties disputed the validity of the "retention of title" clause.

The court held that the CISG did not apply to the validity of a "retention of title" clause.