

Discussion on the Revocation Right at Will of Donation Contract

— from the angle of present Contract Law

ABSTRACT

A donation contract is a typical contract without compensation, according to non-for-fit of the contract, all the nations' legislation set up special regulations. Our current Contract Law in accordance with provisions of article 186, donator could perform no-reason revocation before the contract, this is so-called donator's right of arbitrary revocation. But with disaster relief, poverty relief, etc., social welfare and moral obligations properties of donation contract or notary donation contract, it shall not be revoked arbitrarily. This reflects our encouraging and protection of the legislative intentions of that generous donator. However, any cancellation right of donator may arouse conflicts between donators and recipients' reliance interest, it may also coincide the legal right of revocation, poor occurred of the donators. Therefore, this article based on "first broken covenant followed after", superficially analysis the system about the arbitrary revocation of donator.

Except for the outset and verdict, this thesis is composed of three parts, the digests are as follow:

First part is about the historical origin of the arbitrary revocation of donators. In this part, the author inspects some examples of legislation, clearly illustrates the non-for – fit of this donation contract, and discusses the characteristics of the contract, and at the end of this part, the author analysis the reason of arbitrary revocation.

The second part is declared from the aspect of performing of the arbitrary of revocation. In this part, the author illustrates from the angle of society effects in reliance interest. At the same time, it proposes the basis and boundary of responsibility of the reliance interest of donators, also helps to set up the system of