In its most general form, this chapter is concerned with benefits conferred upon a person under a legally unsuccessful transaction. The failure of a bargain may be due to a variety of causes. Once its failure is recognized, the basic solution seems quite simple: the restoration of the parties involved to their original position. In other words, common sense would stipulate the undoing of the acts performed by the restitution of benefits transferred under the failing transaction.

[...]

Was there a general substantive principle underlying the various cases of restitution included in this formal category? Was there any substance behind the notion of quasi-contract assimilating it to real contractual relationships? Many Systems evolved to giving a positive answer to the first question: The idea of unjust enrichment constitutes the ultimate rationale underlying all the cases falling under the heading of quasi-contract.¹ In relation to the second question opinions vacillated, the theoretical pendulum swinging back and forth.²

[Subsequently set out in detail with a comparative analysis.]

¹ In some Systems the general principle is explicitly mentioned in the Code. SWITZERLAND: CO art. 62 par. 1; ITALY: CC art. 2041; SOVIET UNION: RSFSR CC art. 473; cf. GERMANY: CC § 812 par. 1. In other laws the principle has been inferred judicially from single cases: FRANCE starting from the Boudier case, Cass.req. 15 June 1892, s. 1893.1.281; Planiol and Ripert (-Esmein a.o.) VII no. 752; Dawson, Enrichment 97-107. For the UNITED STATES cf. Restatement of Restitution (1937) § 1 and the comments of Dawson, Enrichment 3-8 ; Restatement of Restitution 2d, Tentative Draft no. 1 (1983) § 1; Palmer, History S. 25.


Referring Principles:

IX.1 - Basic rule