**The notion of the agreement of the purchase and sale According to art.**

The notion of the agreement of the purchase and sale According to art. 1 of Art. 454 of the Civil code to be spoken that according to the agreement of the purchase –sale a part (seller) promises to delay the object ( goods) in property in the other part (purchaser), but the purchaser promises to accept these goods and to pay it the defined amount of maney (price). In this definition of the agreement of the purchase of sale formulation, centuries applied to civil law are reproduced. The agreement of the purchase –sale is run for the passage (transfer) of the right of property to the object the agreement of the purchase – sale is consensual, since they believe as the prisoner from the instant of the acquisition by the parts of agreement under its prerequisites, but the instant of the entrance of agreement prerequisites, but the instant of the entrance of agreement does not contract the transmission of the goods to the purchaser.

Properly the transmission of the goods to the purchaser represents the execution of agreement prisoners and come into force of the purchase- sale of the side of the seller. Of agreement kept and come into force of the purchase- sale on the side of the sellor. That is why in cases where the instant of the intrance of agreement coincides thith the real transmission of the goods it is possible to speak about the special order of the conclusion of the agreement of the purchase- sale and that it is carried out at the time of conclusion bat not in the real character of agreement/ For example, the purchase- sale of detail shop window in the place of sale ( on bars, in faces and etc.) the goods, their demonstration is model on the conferment of information of the goods sold in the place of their sale will confess public gives; the agreement of the purchase- sale of detail, according to the complete rule, is considered to be the prisoner from the instant of distribution to the purchase – sale of detail, according to the complete rule, is considered to be the prisoner from the instant of distribution to the purchaser of case or of goods the cheque or another document, the goods confirming the payment ( art. 493, art. 2 of art. 494 Civil codes).

Sources:

1. The Civil Code of the Federation Russian (articles 454-491).