Summary of professional postdoctoral accomplishments

(appendix to the Application of 29 October 2015 for conducting a habilitation procedure)

1. **First name and surname:** Krzysztof Topolewski
2. **Diplomas and academic degrees held – with the indication of their names, the place and year when they were obtained and the title of the doctoral dissertation**
   - higher education diploma (M.A. degree) with a very good grade, Faculty of Law and Administration, Maria Curie-Skłodowska University in Lublin, obtained in Lublin in 1996
   - diploma confirming passing examination for a judge before the Examining Board appointed by the Minister of Justice, Appellate Court in Lublin, general result: very good, obtained in Lublin in 1998
   - Ph.D. degree in legal studies (discipline – *Law*, specialisation – *Civil Law*) awarded on 17 November 2004 by a resolution of the Council of the Faculty of Law and Administration, Maria Curie-Skłodowska University in Lublin, the title of the doctoral dissertation: *The civil law results of a breach of an agency contract.*
3. **Information on employment to date in academic entities:**
   - the position of *asystent* (Assistant Lecturer) in the Civil Law Unit in the Civil Law Institute, the Faculty of Law and Administration, Maria Curie-Skłodowska University in Lublin, between 1 October 1996 and 31 December 2004.
   - the position of *adiunkt* (Lecturer) in the Civil Law Unit (the Chair of Civil Law since 15 February 2013) of the Civil Law Institute, the Faculty of Law and Administration, Maria Curie-Skłodowska University in Lublin, since 1 January 2005.
4. **Indication of an achievement pursuant to Article 16 (2) of the Act of 14 March 2003 on Academic Degrees and Academic Title and Degrees and Title in Art (Journal of Laws of 2014, item 1852, as amended)**
   a) **title of the academic achievement:** *The subject of the mandate contract obligation.*
   b) **author:** Krzysztof Topolewski, **title of the publication:** *The subject of the mandate contract obligation*, **year of publishing:** 2015, **publisher:** C.H.Beck (ISBN 978-83-255-7473-4).
   c) **description of the scientific aim of the publication mentioned above and the achieved results, combined with the description of their possible application**

The monograph *The subject of the mandate contract obligation* is the result of research on the nominate (typical) mandate contract regulated in Book III, Title XXI of the Civil Code and the obligation which is the effect of concluding such a contract. The aim of the research was to determine the most important features of behaviours, possibly the object of behaviours, of the parties to the mandate contract obligation. These behaviours are the object of duties that constitute the structure of the obligation and – in a different approach the subject of an obligation – determining the most important features of the performances of the parties to a mandate contract obligation or their subject.

Due to the significance of the performance specific for the obligation in question, the monograph is in the most part devoted to the analysis of the material scope of the main duty of the mandatary in a typical mandate and the analysis of the boundaries of a type of the mandate contract obligation in the context of legally regulated institutions whose construction includes an element of substitution or institutions which may take the variant with this element. Apart from the aim of the monograph approached in the *de lege lata* perspective, the aim of the research was to formulate *de lege ferenda* conclusions as regards the regulations referring to the object of the main duty of the mandatary.

The research was based on an extensive range of theoretical material and decisions of the Supreme Court and Appellate Courts. The analysis covered several hundred bibliographical sources. The references list includes 447 sources that were actually used. Over 200 court decisions were analysed, with over 60 mentioned in the monograph. There are 1967 footnotes with source materials used in the preparation of the monograph. The monograph has 416 pages or about 27 publishing sheets (42 000 characters each). The bibliography includes mostly Polish sources of diverse nature – strictly academic, commentatory, educational and practical. Such a range of sources makes it possible to depict different approaches to the issue of a mandate.

The background for the core *de lege lata* discussion is the normative model of a mandate in the Polish Code of Obligation of 1933 and selected foreign legal comparative texts, whose basis is, *inter alia*, the comparative analysis accompanying the *Draft Common Frame of Reference* (DCFR) project. The quoted judicial decisions make it possible to confront Polish theoretical achievements concerning a mandate with the practice of applying the provisions of Book III, Title XXI of the Civil Code.

Limiting the monograph to the problem of the subject of the mandate contract obligation is the consequence of the key significance of this problem for the model of the mandate, particularly in the part concerning the subject of the main duty of the mandatary.

The problem of the subject of the mandatary's main duty is the topic of different proposals to solve the problem in question in connection with the assessment of the model of a mandate in the Civil Code and in the *de lege ferenda* perspective.

Due to the significance of the subject of the main duty of the mandatary, the discussion of this issue is dominant in the monograph and determines its structure. The subject of the mandatary's main duty in its different aspects is discussed in Chapter I (entitled "The subject of the mandatary's main duty"), in a part of Chapter II (devoted to legal acts as the subject of a mandate) and in a part of Chapter III (devoted to the performance of a legal act for the mandator). Chapter IV, discussing the boundaries of a typical mandate, aims to depict the significance and place of a typical mandate in the Polish civil law system as a consequence of the model of the subject of the mandatary's main duty adopted in the Civil Code.

The issue of remuneration related to a typical mandate is discussed in the context of the subject the mandatary' s main duty and the effect of this issue on the characteristics of a mandate. Other obligations of the parties to a mandate contract obligation are discussed in the context of their functional relation to the performance of a legal act for the mandator as the subject of the mandatary's main duty.

The monograph presents issues related to the subject of mandate mainly from the perspective of legal obligations – as a behaviour with a specified shape and specified features, sometimes in the context of the obligation whose subject is the behaviour. Some parts of the discussion highlight the subject of the behaviour which constitutes the subject of a mandate, due to sometimes crucial, significance of the subject of the behaviour in the context of the characteristics of a typical mandate. Those parts of the monograph which discuss the subject of the mandate contract obligation in the context the concept of performance use the concept of constitutive and supplementary features of performance.

Due to the *de lege lata* model of a Polish mandate, one of the most important parts of the monograph is devoted to legal acts their structure, identifying, determining and performing them and also their effects. The monograph refers to the concept, currently popular in the Polish doctrine, of legal acts as a manifestation of conventional acts. This concept identifies different rules for performing legal acts, significant for the description of the subject of the mandatary's main duty and the formulation of criteria for its performance. The monograph also refers to the controversial concept of non-existing legal acts. When characterising the subject of the mandatary's main duty, legally regulated procedures of concluding contracts were taken into account.

The monograph also takes into account the relation between procedural steps and the subject of the mandatary's main duty. The conclusion of the discussion of this relation indicates the accuracy of the view which *de lege lata* excludes procedural steps from the material scope of a typical mandate (see pp. 17-18 of the monograph). A part of the discussion in the monograph is related the category of substitution in conducting legal acts and its different manifestations as a category significant for the characterisation of the subject of the mandatary's main duty. Because behaviours taking the form of substitution are, or may be, the subject of different legal relations with their specific regulations, Chapter IV, entitled "Mandate contract obligation –boundaries of a type" analyses the relation between a typical mandate and selected institutions with an element of substitution in conducting legal acts or institutions in which such an element may occur.

The process of formulating the main theses, as a result of the discussion the subject of the mandator's main duty, was accompanied by an assumption concerning the quality of the manner of regulating a typical mandate in the Civil Code, giving this institution the character of an institution for substitution, at least of a value equal to other models of mandate. However, the monograph discusses a possibility that the model of a mandate in the substitution variant covers cases of substitution in performing acts other than civil law acts.

The "Conclusion" of the monograph formulates the conditions that would allow procedural steps to be included in the material scope of a typical mandate and notices a need and a possibility to extend the subject in question to factual acts by a minor change of the provisions of Book III, Title XXI of the Civil Code. The monograph also makes an attempt to formulate the features of substitution in conducting factual acts (see pp. 8-10 of the monograph). Because of the proposal to extend the subject of a mandate to factual acts and problems related to identification of the character of representation and its subject, the monograph presents a proposal to introduce the category "an act which may be performed by the representative" into article 734 § 2 of the Civil Code. In order to emphasise the substitute character of a typical mandate, a proposal is made to replace, in article 734 § 1 of the Civil Code the phrase "for the mandator" by the phrase "in the place of the mandator".

Because it may a problem to identify the character of an act in the light of the category of legal acts and the category of factual acts, the monograph indicates it is accurate to refer to one of the subjects of the mandatary's main duty as "a lawful act causing legal effects" whose meaning would cover civil law acts. This phrase would, within the amended definition of a mandate, be in an inclusive disjunction with the concept "factual act" referring to a possible subject of a mandate.

The monograph also formulates a number of detailed theses and *de lege referenda* proposals related to a number of threads that constitute the subject of the monograph. The most important theses are presented below, with the indication of the relevant pages in the monograph.

In the part discussing the material scope of the main duty of the mandatary with the status of an intermediate substitute, it is indicated that the sphere of legal acts excluded from this scope is determined by the fact there is no possibility make an entity-based change in the sphere shaped by the mandatary in his own name for the mandatary (pp. 19-20). In addition, it is concluded that the lack of qualification required to be the subject of certain rights and obligations may also exclude a possibility to perform the mandate by the mandatary in the role of an intermediate substitute (pp. 20-21).

In the context of problems related to the precise delineation of the boundaries of the category "legal act" it is concluded that defining a mandate using the concept "legal act" is also problematic (p. 38).

When discussing the effects of a legal act in the context of the issue of the mandatary's performance it was assumed that the legal effect of an ordered legal act may be considered to a feature of this performance (p. 40). As for the rank of this feature in the light of the division into constitutive and additional features of performances, it was concluded that the feature of the performance determining certain legal effects of the ordered legal act will have the character of a constitutive feature because these effects will be characteristic for a specific performance whose characteristics are determined by a feature of the performance – a feature that should be considered constitutive as it were by definition (pp. 40-41).

In addition it was concluded that a feature of a mandatary's performance determining the legal effects of an ordered legal act is not a homogenous category. Consequently, it was concluded that, because of the differentiation of the effects of a legal act that may possibly be caused, the feature determining effects with specified content and properties may be qualified on the basis of the identification of constitutive and additional features (pp. 40-41).

It was concluded that the fundamental significance of the effectiveness of a legal act for the analysis of the mandatary's main duty results from the fact that the context, specified in article art. 734 § 1 of the Civil Code, of conducting a legal act by the mandatary is closely linked with the status of the attorney-in-fact or the intermediate substitute (p. 53). This conclusion is also connected with a thesis that the structure of the characteristic performance in a mandate contract obligation is determined by combining the element of performing a legal act and the element of substitution (pp. 83 – 84).

In addition, it was concluded that achieving an effect of legal act performed by the mandatary is the matter of an appropriate opportunity. Consequently, it was assumed that limiting the mandatary's duty to only such situations excludes a possibility to state non-performance of a mandate in cases in which certain circumstances would exclude achieving a legal effect of a legal act despite performing, or a possibility to perform, a substrate of a legal act or relevant elements of this substrate (pp. 95-96). In the conclusion it was assumed only these cases in which the result – a legal effect – is achieved by performing a legal act should be covered be the duty to perform a legal act (p. 96).

The analysis of the issue of performing legal acts, in the context of the division of obligations into obligations of result and obligations of due care, lead to a conclusion that this division may not be taken into account when characterising the mandatary's main duty (p. 96).

Elaborating the above-mentioned issue of the element of substitution in the mandatary's main duty, it is also possible to indicate other theses concerning representation and intermediate substitution. Thus, it was assumed that there are grounds to treat disclosing, to the person with whom the mandatary performs a legal act, the fact of acting as an intermediate substitute as an appropriate manner of performing an obligation, within the meaning of article 354 § 1 of the Civil Code, when the mandator is to be the subject of a legal relation resulting from the ordered legal act, and when the information on intermediate substitution is significant in the context of performing the obligations in article 740, sentence 2, and article 742, *in fine*, of the Civil Code (pp. 123-124).

Another thesis assumes that granting power-of attorney and confirming a legal act performed without a proper authorisation should be treated, in the mandator-mandatary relation, as the subject of the duty regulated in article 354 § 2 of the Civil Code (p. 129). In the context of the problem of the features of the mandatary's performance, it was assumed that authorisation should considered to be an attribute of the person making the performance. As a result, a feature of the performance referring to this person may, depending on circumstances, have a different status – of a constitutive or additional feature (p. 130).

In connection with the fact that a commercial proxy is described as a special type of a power-of-attorney (p. 131), it was assumed that, in the case when the mandator is an entrepreneur who has a duty to be entered into the register of entrepreneurs, making the acts of material law connected with running an enterprise the subject of a mandate allows for applying the authorisation mechanism provided for in article 734 § 2 of the Civil Code to authorisation covered by a commercial proxy (pp. 132 -133).

In the context of a case of the so-called atypical intermediate substitution, identified in the doctrine, it was concluded that it is *de lege lata* excluded to base such case of substitution on the agreement of the parties to a typical mandate contract (p. 139). Justified is also a *de lege ferenda* proposal to extend the fiction provided for in article 749 of the Civil Code to authorise a former mandatary (p. 145). As an alternative to this proposal, the monograph indicates, limited to the relationship between the parties to a mandate relation, the fiction of performing the mandate in cases when the bad faith of a third party, pursuant to article 105 of the Civil Code, precludes an effective representation of the former mandatary-attorney-in-fact (p. 145). A fiction constructed in such a way would allow the justification of a claim for the remuneration for performing a mandate in the context of the fiction of the mandate being continued (p. 145). As there are no *de lege lata* legal grounds for such a fiction, it may only be the subject of a *de lege ferenda* proposal (p. 145). The monograph also assesses as justified a *de lege ferenda* proposal to adopt a regulation that would provide for a fiction of authoring a former mandatary who, after the death of the mandator resulting in the expiry of the mandate, should continue to perform it on the basis of article 747, sentence 2, of the Civil Code (p. 148).

The discussion of the rules of performing legal acts led to a conclusion that the impact of factors, determined by the constitutive rules for performing legal acts and not controlled by the mandatary, on the obligation to perform a legal act may take place at the level of the material scope of the obligation in question, at the level of the potential to perform it and at the level of the existence of the obligation (p. 51). Limited influence of the mandatary was also found in the case of the factors of the performance of a legal action determined by significance rules for performing legal acts (p. 58). In this context one should quote the thesis that the mandator's influence on ill-performance or non-performance is limited (pp. 56-57).

The discussion of the issue of infringing significance rules concludes that infringement of these rules causing the absence of additional features of the performance leads to the conclusion of the ill-performance of the obligation by the mandatary, if the effects of the defective act are not questioned or corrected (p. 56).

In connection with the issue of the non-performance of the mandatary's main duty it was concluded that the absence of minimum content in the substrate of the ordered legal act leads to the non-performance of the legal act, which is equivalent to the non-performance of the obligation in article 734 § 1 of the Civil Code (p. 58).

In connection with the requirement, in article 734 § 1 of the Civil Code, to specify the legal act, it was assumed that the legal act conferred to the mandatary in a mandate contract is

specified if it is possible to identify the aim (a socio-economic aim) of the mandate contract obligation (pp. 68-69).

In the part concerning the meaning of article 737 of the Civil Code it was concluded that this provision ensures the freedom to change the manner of performing a mandate, when there is no obligation to make such a change, and its function is only to repeal the responsibility of the mandatary if the actual intent of the mandator was different from the intent indicated by the circumstances justifying the application of article 737 of the Civil Code (p. 77).

In connection with issue of the subject of the mandator's guidelines, the monograph adopts a functional interpretation of the above-mentioned provision and allows a possibility to give guidelines concerning the content of the ordered legal act, its party (or the addressee of the declaration of will), the form of this act and the procedure of concluding the contract (pp. 78-79). The monograph also assumes the role of the mandator's guidelines may be to limit the manner of the full substantiation left to the mandatary (pp. 79-80).

However, the monograph rejects a possibility to provide, by means of a guideline, indefinite substantiation of the quantitive parameter of the mandatary's main duty – the number of ordered acts – and a possibility to indicate the rule for such substantiation with this instrument. Because the doctrine identifies demonstrative guidelines, it was concluded that the element of the binding force present in these guidelines allows them to function within a typical mandate relation (p. 80).

In connection with problem of substantiating the mandatary's main performance, it was assumed that the basis for the substantiation of the ordered legal act should contain an objective element so that the mandate contract does not infringe the freedom of contract, indicated in article 353^1 of the Civil Code (pp. 80 – 81).

The discussion of the issue of payment related to a typical mandate concludes that there is justification for the view that is possible to identify the mutual character of the paid variant of a mandate approached *in abstracto* (p. 106). It was decided it is acceptable to link the right for remuneration only with the performance of a mandate fulfilling specified features from among possible variants of the proper performance of a mandate (p. 108).

In connection with the identification of the category of accruing legal acts it was concluded that it is possible to consider a typical mandate to be the act of this kind irrelevant of the variant of the mandate analysed in terms of the mandatary's right to payment (p. 112).

The analysis of the criteria for the performance of a legal act for the mandator led to a conclusion that performing a legal act for the mandator may be manifested in the actual state of the subject of a right acquired in order to perform a legal act concerning this subject, whose

aim was to create such a state. (p. 137). It was also concluded that as the main variant one should consider the variant of intermediate substitution precluding the participation of the mandatary in the performance of right acquired for the mandator by the mandatary, whereas an additional element in the form of duty of such participation may be derived from the content of the relevant contractual stipulation or other factors determining the effects of a legal act (article 56 of the Civil Code) (p. 159).

It was determined that the mandatary's obligation to intermediate in the acquisition, on the part of the mandator, of a benefit from the performance of a right acquired for him would not fulfil the functional criterion, making it possible to retain the type of contract, of the subordination of the main duty consisting in the performance of a legal act for the mandator. (p. 157). The part concerning the characteristics of the subject of the main duty of the mandatary with the status of an intermediate substitute indicates it is justified to claim that article 740, sentence 2 of the Civil Code does not have independent meaning as the source of the obligation regulated in it. Consequently, it was indicated that this provision should be treated as a normative basis of the element shaping the meaning of the phrase "for the mandator", except for the cases of representative mandate (p. 273).

It was concluded it is justified to introduce, into Book III, Title XXI of the Civil Code, a provision for the mandatary's duty to take into account, when performing a legal act for the mandator, the mandator's interests indicated by him. This duty should be conditioned by the actual or required knowledge about the mandator's interests (p. 154).

As for the issue of substitution regulated in article 738 of the Civil Code, it was concluded that the criterion for entrusting the performance of a mandate to a third party should be making the performance of the mandate the subject of an obligation relation under a contract between the mandatary and the third person (p. 174).

In connection with the regulation in article 741 of the Civil Code, the following *de lege ferenda* proposal was assessed to be justified – to include, in article 741, sentence 1, of the Civil Code, the clarification of the material framework of the prohibition in this article by including things and money acquired for the mandator by the mandatary (p. 196). It was concluded that the qualification of the interest, mentioned in article 741, sentence 2, as interest on late payments is correct. (pp. 210-211).

With respect to the issue of granting the mandatary an advance payment, it was concluded it is accurate to justify the obligation in article 743 of the Civil Code of the activity of the mandatory for the benefit of the mandator or by the rule according to which the mandator bears the costs of performing the mandate. It was also concluded that the obligation to grant

an advance does not have the *sensu stricto* character of the creditor's obligation to cooperate with the debtor when performing an obligation (pp. 218-219). A thesis was also formulated that there is no claim to grant an advance payment on the part of the mandatary (p. 221). In addition, it was concluded that defences making it possible to refrain from the performance of a mandate if advance payment is not granted may be justified by a *fortiori – a maiori ad minus* argument. The argument would consist in basing a conclusion that it is possible to raise defences on the claim about the mandatary's right to terminate the mandate in the presented case (p. 222).

In the discussion of the expenses related to the performance of a mandate, it was assumed that incurring an expense should be identified with the finally effective expiry of the obligation, consisting in, on the one hand, the mandatary's receipt of the goods or service required for the proper performance of the mandate and, on the other hand, the payment or enforcing the payment charged to mandatary or an equivalent event (p. 238).

It was also concluded that are no grounds to categorise the expenses within the meaning of article 742 of the Civil Code because the entire range of the expenses mentioned in this provision may be described as necessary. These are expenses without which the performance of a mandate (not limited only to the mandatary's main obligation) will not occur and also expenses increasing the probability of the performance, incurred in connection with performance of obligations within a typical mandate (p. 236-238). It was concluded that the boundary of the obligation in article 742 should be established taking account good faith of the mandatary (pp. 243). It was also assumed that non-performance and ill-performance of a mandate for which the mandatary is not responsible does not exclude the obligations in article 742 of the Civil Code (p. 242). A *de lege ferenda* proposal to regulate, in article 742, the obligation to return the value of outlays in a non-monetary form was formulated (p. 238).

With respect to the issue of the amount of expenses subject to the duty to return them, the monograph adopts a rule that if there is no agreement concerning this issue one should use an amount established *in abstracto* and the proposal to properly balance the interests of the parties if fulfilled by the boundary of the maximum amount of the expenses based on average prices (pp. 241-242). It was also concluded one must not contractually exclude or limit the reimbursement of expenses in a situation when the mandatary has the right to remuneration and due performance of the mandate requires expenses (p. 245).

As for the issue of the damages incurred by the mandatary in connection with performing the mandate, the monograph excludes a possibility to cover, by the framework of a typical mandate, the warranty liability of the mandator for the damages, in the *conditio sine qua non*

casual link with the performance of the mandate, incurred when performing the mandate (pp. 239-240).

In the context of the claim that the content of the mandate contract obligation may include obligations whose existence and scope is dependent on the circumstances of a given case, the monograph proposes that information duties in article 740, sentence 1, of the Civil Code should also cover data on these obligations, which occurred on the part of mandator in respect of the mandatary (p. 257). Furthermore, it was assumed that the scope of the obligation to provide information on the mandatary's plan concerning the performance of the order is limited to cases regulated in article 737 of the Civil Code (p. 260). The analysis of the nature of the need referred to in article 740, sentence 1 of the Civil Code led to a conclusion that only the objective horizon of this need should be taken into account and that it is not possible to agree with a view that the mandatary should provide information on the running of the matter upon the request of the mandator (p. 261).

With respect to the obligation to provide information on the identity of the third party with whom a legal act for the mandator was conducted, it was assumed that in the case of a representative mandate this obligation is covered by the information duty referring to both the running of the matter and the report. In addition, it was concluded that is justified to provide information on the identity of the third party in the case of a mandate-intermediate substitution, when the mandator and the third party have a legal link related to a legal act performed by the mandatary in his own name or for the mandator (p. 266).

In connection with the mandatary's report to submit a report, it was assumed that it would advisable to regulate this duty in respect of the mandator's heirs when his death caused the expiry of the mandate (p. 270).

With respect to the relation between a typical mandate and an employment contract, it was concluded that employee's subordination manifested by the concretisation and unilateral modification of work performance does not exhibit differences from the mandator's right to give guidelines (pp. 317-320). In addition it was concluded that some statements in the labour law studies point to questioning a possibility to identify an employment relation on the basis the performance work in person, payment, the employer's risk, subordination and continuity (p. 323). Objective circumstances that would delineate the boundaries of a typical mandate against an employment contract in the process of qualifying of a contract concluded *in concreto* were not found (p. 331).

With respect to the method of recognising a typical mandate in the context of the problem of qualifying a legal relation as an employment relation it was concluded that the method,

making a reference to decisive importance of materially significant elements of a contract, of qualifying a contract as a typical mandate should be supplemented with the criterion of the boundary between civil law and labour law, which will make it possible to, on the one hand, retain the strictly civil character of a typical mandate and, on the other hand, will exclude a variant, that might occur in connection with the acceptable limited application of the typological method – a variant in which a typical mandate might contain elements of a legal employment relation (pp. 337, 339).

In connection with the regulation of the mandate relation between a worker cooperative and its member, it was found that as a result of introducing elements of labour law to this relation a mandate contract, within the meaning of article 201 § 1 of the Law on cooperatives, may not be qualified as a typical mandate contract qualified in article 734 § 1 of the Civil Code (p. 340).

The discussion concerning the issue of a typical mandate as a relation between legal persons and the office holders of these persons concludes that of key significance is the fact that the role of the mandate in question is substitution in performing legal acts, whereas performing the function of a legal person's holder member does not include that element in the light of the theory of office (pp. 346–347).

As for the issue of the relationship between a typical mandate and other selected legal relations it was concluded that the boundaries of a typical mandate are determined by the civil law partnership contract obligation (p. 352), the representation duty of a commercial partnership (pp. 356, 359), the institution of the executor of a will (p. 370), the legal regime of the administration of the assets owned in common by the spouses (p. 369).

The discussion of the issue of the relationship between a typical mandate and statutory representation concludes that the statutory regulation of the duty concerning the performance of statutory representation leads to the exclusion of a typical mandate as a basic representation relation of this kind (p. 369) and the provision in article 734 § 2 of the Civil Code is the evidence that there is no functional compatibility between a statutory representation and a typical mandate (p. 371).

With respect to the relationship between a typical mandate and the power-of-attorney, referred to in article 6 of the Family and Guardianship Code, it was concluded that the provisions of articles 738, 747-748 of the Civil Code seem to be a key argument against a possibility to make an obligation in a typical mandate contract a basic relation and the power-of-attorney (p. 373).

The conclusion of the discussion on the boundaries of a typical mandate in the context of legal relations with an element of substitution in performing legal acts states that combining a duty to perform a legal act for another entity with a duty to perform an act of a different character causes *de lege lata* going beyond the material boundaries of a typical mandate, when the obligation constructed in such a way does not constitute the subject of typical legal relation other than a mandate. In turn, in the case when such an obligation, or an obligation to perform solely a legal act for another entity, is an element of a typical obligation, the legal act which is a source of such an obligation determines the boundaries of the type of mandate (p. 374).

5. Description of other academic achievements

The presentation of other academic achievements includes scientific publications (scientific articles, glosses to sentences of the Supreme Court and a conference paper) and participation in Polish conferences. The publications deal with the following issue related to civil law – the agency contract and agency contract obligations, banking law, obligation contracts, representation, civil liability, joinder of claims and unjust enrichment. Most of the academic achievements described below were published in Polish journals mentioned on part B of the list of journals scored by the Ministry of Science and Higher Education: *Monitor Prawniczy* (ISSN 1230-6509), *Przegląd Sądowy* (ISSN 0867-7255) and *Orzecznictwo Sądów Polskich* (ISSN 0867-1850).

a) Issues related to the agency contract and agency contract obligation

This group of publications includes the monograph *The civil law results of a breach of an agency contract*, Lublin 2007 which is a shortened, revised and updated, in regard of bibliographic sources, version of the doctoral dissertation under the same title. It also includes articles, glosses to sentences of the Supreme Court and a paper published in the book containing papers accepted for presentation at the Fifth Polish Meeting of Civil Lawyers which took place at the Faculty of Law and Administration of Adam Mickiewicz University in Poznań on 26-27 September 2014. A shortened version of this paper was delivered during the eighth panel on 27 September 2014.

A gloss to the sentence of the Supreme Court of 8 November 2005 (I CK 207/05) "The right of a commercial agent to an indemnity", published in *Monitor Prawniczy* No. 1/2007, analyses a precedent-setting decision concerning the agent's right to an indemnity. The gloss

presents the origin of the regulation of an indemnity in the Civil Code and its *ratio* as well as the premises for the right to an indemnity, significant in the context of the scope of the analysis in the gloss.

The gloss states that a benefit, as a premise for the right to an indemnity, should be based on the value of the performance of an entrepreneur's client (the entrepreneur being the principal in an agency contract obligation). In addition, a benefit – contrary to the assumption made by the Supreme Court – must not take only the form of the "generating profit" potential but the effect of using this potential. It was emphasised that an objective measure of the level of benefits obtained by the principal should be used and it should have a reference point related to the perspective of the principal and his sector. It was noted that a legal premise of a subjective nature - constituted by a significant increase of turnover with the principal's existing clients – refers to the benefit related to the value of the performance.

This part of the gloss concludes that the level of benefits, which is a premise for the right to an indemnity, is subject to assessment from both objective and subjective perspectives. The gloss notices that the regulation of an indemnity does not contain the requirement of the subjective evaluation of the condition for an indemnity in the form of the acquisition of new clients by the agent, which results in the inconsistency in *ratio legis* of the regulation of the conditions for the right in question. Consequently, a proposal was made for a functional interpretation that would introduce a requirement of achieving a significant increase of principal's turnover through the acquisition of new clients.

It was stressed that the Supreme Court was right to conclude that a low number of clients obtained by the agent does not preclude the right to an indemnity but it was pointed out that it is valid to claim that the level of benefits resulting from the agent's activity which is a premise for the right to indemnity should have an appropriately high level in the context of the general results of principal's activity. The gloss assumes that the absence of a universal right to indemnity is the result of the shape of the premises for this right and not – as concluded by the Supreme Court – the necessity to take into account the equitable principle when determining the right in question.

In the context of the significance, which is promoted in the gloss, of the actual effectiveness of an agent for the right to an indemnity, the gloss criticises the conclusion of the Supreme Court that a significant circumstance for the right to an indemnity is the agent's failure to use the possibilities to obtain new clients in a situation when the number of contracts concluded with clients by the principal decreases.

The gloss emphasises that a source of benefits constituting a premise for the right to an indemnity are contracts, concluded after the termination of an agency contract, which do not involve the agent's right to commission and the indemnity is not an instrument of compensating for the low value of the commission. The gloss also includes proposals concerning the amount of an indemnity as well as the creation and maturity of a claim to an indemnity. It was assumed that the amount of an indemnity should be related to the agent's profit, i.e. the lost commission, taking into account the fact that the agent does no longer bear the intermediation costs. As far as the creation and maturity of a claim are concerned, a possibility of the analogous application of the rules related to commission was indicated.

In the article "The agency contract and special agencies", published in *The contemporary problems of commercial law. The jubilee book dedicated to prof. dr hab. Maria Poźniak-Niedzielska*, A. Kidyba, R. Skubisz (ed.), Kraków 2007, an attempt was made to determine the relation of a typical agency agreement to the cases of special agencies whose legal regulation points to the agency agreement as the basis of the agency legal relation or uses the concept "agent" to describe a body within a special agency. Unpublished fragments of the above-mentioned doctoral dissertation entitled *The civil law results of a breach of an agency contract* were used in some parts of this article. These fragments concern maritime agency, insurance agency, the issue of marking out boundaries of a type of the agency contract obligation and the scope of the legal regime of such a contract (the relevant provisions of Book III, Title XXIII of the Civil Code).

The study applies the classification method with elements of typology. The article presents views in the doctrine related to the character of contracts constituting the basis for special agencies. It was concluded that an agency contract with an insurance agent constitutes neither a typical agency contract as defined in article 758 § 1 of the Civil Code nor its sub-type, because of the range of the activities of an insurance agent, the way of constructing a normative type of the contract and a sub-type of contract. The article also analyses the material scope of the maritime agency and its legal regulation, whose character became the basis for the conclusion that an agency contract, within the meaning of the Maritime Code of 2001, is a separate type of contract.

The article also presents activities qualified as the object of intermediation in banking activities as well as views on the character of these activities. The article also discusses the compliance of some of these activities with the material scope of a typical agency contract and the functional relationship of some of these activities with intermediation in concluding contracts. It was found that some of the activities constituting intermediation in banking

activities go beyond the material scope of a typical agency contract and the character of some of them does not make it possible to unambiguously determine their relationship with the material scope in question.

In addition, the article presents the entity-based characteristics of a legal relationship with an agent of an investment company. Certain similarities and differences were demonstrated between this relationship and the agency contract obligation regulated in the Civil Code. The article also present the view in the doctrine on the character and legal regime of an contract concluded with the agent in question. Furthermore, the scope and character of actions undertaken by an investment company agent were described and it was found that there is only a partial compliance of these actions with the material scope of the agent's main obligations (the agent being a party to an agency contract defined in article 758 § 1 of the Civil Code).

Attention was drawn to the compliance of the scope of the travel agent's actions with a possible material scope of the agent's obligation (the agent being a party to the agency contract regulated in the Civil Code), while the qualification of a specific contract concluded with a travel agent by a tourism organiser was identified as a separate issue.

The regulations for agents and postal agents, contained in the previously existing Postal Law of 12 June 2003, were analysed. The article identifies a significant convergence of the definitions of an agent and a postal agent, formulated on the basis of the mentioned Law, with the definition of the agency contract in article 758 § 1 of the Civil Code, while the agents' actions, in the meaning of the Postal Law of 2003, was found to contain an element, in the form of participation in the provision of a postal service, which should rather be considered as alien to the agency contract regulated in the Civil Code.

In the conclusion of the article, it was found that there is a tendency for a narrow approach to the material framework of the agency contract regulated in the Civil Code, and it was assumed, in the light of the classification method with elements of typology, that the cases of special agencies which go beyond this framework (basically also because of the agent's participation in the performance of contracts he concluded) should not be classified as typical agency contracts within the meaning of article 758 § 1 of the Civil Code.

The article criticises the view, based on article 759 of the Civil Code, which accepts the possibility of the participation of a typical agent in the performance of a contract which was concluded with his participation, by a reference to the meaning of this provision from the perspective of the construction process of the elements of agency contract obligation regulated in the Civil Code. The article also criticises the legislator's tendency to indicate the

agency contract as a basis for the provision of certain services which may go beyond the scope a service provided by the agent within the meaning of article 758 § 1 of the Civil Code or even constitute a service of a different type. The article presents the obligations, identified in the doctrine, of the parties to an agency contract, which are not regulated in the Civil Code. These obligations were analysed in the context of their nature and the material scope of the agency contract obligation using the classification method with elements of typology.

It was noticed in the article that it is possible to apply the legal regime of a typical agency contract regulated in the Civil Code to contracts containing some elements of a typical agency contract and that it also possible to create a complex of contracts with an agency contract as element of this complex in the cases of a service that goes beyond the material framework of a typical agency contract in the Civil Code. It was also noticed that it is possible to single out, within private law, the concept "agency" in the broad meaning and the concept "*sensu stricto* agency" to refer to an agency whose basis is a typical agency contract defined in article 758 § 1 of the Civil Code.

The article "Selected problems of the right of a commercial agent to an indemnity (practice and theory)", published in *Monitor Prawniczy* No. 21/2010, presents the problems which, from the perspective of the ten years when amended provisions on the agency agreement in the Civil Code were in force, appeared in practice with regard to the agent's right to an indemnity. With reference to the part of the amendment concerning the intertemporal issue, the position of the Constitutional Tribunal was presented, stating the compliance of articles 2.2 and 2.3 of the amendment with the Constitution and the *lex retro non agit* rule. In the context of the sentence of the Constitutional Tribunal, the article points to the conclusions related to the consideration of certain premises for an indemnity in the case of agency contracts concluded before the amendment entered into force and also highlights a case, divergent from the presented conclusions, of the practical application of the intertemporal rule contained in the amendment.

With reference to a premise for the right to an indemnity in the form of significant benefits obtained by the principal after the termination of an agency contract, the article presents the position of judicial decisions which refers to the potential to obtain benefits at an appropriate level in connection with the intermediation of an agency and also such categories as "clientele", "developed relations" and "goodwill". The article also observes the diverse assessment, in the doctrine, of the interpretation of such position in judicial decisions, presenting the most significant arguments of the opponents of this position. A position, developed in legal studies, alternative to the one in judicial decisions, refers to specific

benefits based on the value of the performance due to the principal on the basis of contracts actually concluded with clients. The article highlights the diverse views of the doctrine on the interpretation, in judicial decisions, of a significant level of benefits as a level which does not need to exceed benefits "normally obtained by the principal" and which may be manifested by a modest, by the standards of the company being the principal, number of clients obtained by the agent.

The article emphasises that, by the reference to the number of obtained clients, there is no compliance between determining the level of benefits and the normative shape of premises for the right to an indemnity. It also presents proposals concerning a measure of the level of benefits – a proposal referring to number of contracts concluded by the agent and a proposal referring to the objective horizon of benefits obtained by entities active in the sector in which the principal conducts business activity. The article criticises a view, present in the doctrine and judicial decisions, that contracts concluded by the agent before the termination of an agency contract are a source of benefits which are a ground for the right to an indemnity. The article presents doubts, expressed in the relevant literature, concerning the possibility to contractually clarify the ground of "significant benefits", referring to the decision of the Court of Justice specifying the condition for a derogation from the model regulation of indemnity in article 17 of Directive 86/653/EEC.

It was concluded in this part of the article that the practice of applying provisions on indemnity suggests that it is treated as an additional payment connected with appropriately effective agency intermediation, while the perception of indemnity as justified by considerable significance of agency intermediation for the performance of the company being the principal was assessed as a variant of theoretical value. The article presents the rule, adopted by the Court of Justice, which concerns the significance of the entity-based allocation of benefits which is a premise for indemnity when the principal belongs to a concern. At the same time it criticises – as contrary to the structure of the premises for the right to an indemnity – the fact that the Court allowed an exception, consisting in a contractual provision for the necessity to take into account the profits of entities, other than the principal, belonging to a concern.

The article presents diverse views on the significance of the equitable principle referred to in article 764^3 § 1 of the Civil Code and the issue of the burden of proving of the effect of the assessment, in the light of the considerations mentioned above, on the right to an indemnity. The article assesses as too radical the idea that negates, in the process of establishing the right to an indemnity, the significance of the issue of the commission, for the

subsequent agent, for which the outgoing agent would be entitled if the contract, to which the outgoing agent was a party, had not been terminated. The article critically analyses the circumstances, mentioned in the doctrine and considered as significant in practice in the light of the equitable principle for the right to an indemnity. This analysis was made in the context of premises for an indemnity, the issue of the results of the agency intermediation and in the context of such institutions as unjust enrichment, management of another person's affairs without a mandate and restriction of agent's competitive activity after the agency contract has been terminated.

The article confirms the correctness of the view, taken in judicial decisions, that the existence of an obstacle to the right to an indemnity in article 764^4.1 of the Civil Code depends on the occurrence of the circumstances referred to in this provision and not the manner of termination. In addition, it was concluded that cases of the expiry of an agency contract obligation other than the termination may, in the conditions provided by article 764^4.1 of the Civil Code, be considered as circumstances excluding the right to an indemnity in the light of the equitable principle and assuming that article 764^4 of the Civil Code does not restrict the group of obstacles to the right in question.

The article notices the fact that the doctrine and judicial decisions criticise the regulation of indemnity for the lack of guidelines regarding the calculation of its amount and presents views on this calculation. The article criticises the method based on forecasting the commission lost by the former agent, as well as the method based on the actual number of contracts the contribution of the agent's work. The method based on the actually lost commission was indicated as coherent with the concept of the premise for significant benefits requiring real and not forecasted data. The article also refers to the concept of contractual clarification of the rules for calculating an indemnity and the possibility to assess the application of such approach is linked with specific cases of applying this concept.

The article also explores the thread of components of remuneration, significant for establishing the amount of an indemnity; it presents the view of judicial decisions on this issue and indicates arguments in favour of the view that limits the scope of those components only to remuneration for intermediation. The article presents ideas concerning the relevance of the absence of intermediation costs after the termination of an agency contract for the amount of an indemnity, including the idea that this fact affects the limits the amount of an indemnity. It quotes the view the equitable principle affects the amount of an indemnity. However, doubts were expressed as to whether the Court of Justice is right in its position that assumes a possibility to justify, by the equitable principle, an increase of an indemnity due to

a higher level of benefits of the principal in relation to the commission lost by the agent, noticing in such an idea elements of restrictions on the agent's remuneration.

The article also presents ideas for the establishing the maturity of a claim for an indemnity – making the maturity conditional, according to article 455 of the Civil Code, on calling on the debtor and allowing the contractual specification of the due date, as well as the idea of an analogous application of article 761^3 of the Civil Code as regards establishing the existence of a claim for an indemnity, the time to make the indemnity and the due date for a claim for the indemnity. The article notices the fact that judicial decisions refer to the fundamental elements of the second idea.

A gloss to the sentence of the Supreme Court of 11 December 2007 (II CSK 370/07) "Statutory duties of an agent", published in *Przegląd Sądowy* 2012 No. 11-12, addresses three problems related to the application of the provisions on the agency contract in the Civil Code – the identification of a typical agency contract and the application of its regime to mixed contracts with elements of a typical agency contract, singling out, in the context of article 760^1 § 1 of the Civil Code, the agent's duty to evaluate the financial and legal credibility of the principal's clients and the effects of terminating an agency contract in breach of article 764^2 § 1 of the Civil Code without a notice period.

In the context of the factual circumstances of the case heard by the Supreme Court, it was concluded that a contract containing an obligation to search for clients and negotiate contracts with them is compliant, in the part concerning these duties, with the performance of a typical agent, while the lack of reference of the representation process to a specified object, does not make it possible to identify elements of a typical agency contract. It was also concluded that the duty to take care of the principal's image should rather be considered as going beyond, perceived in accordance with the rule of functional subordination of the elements of an obligation to the main duties of the parties to an obligation, the scope of the agent's obligation to take care of the principal. This scope should only refer to content and number of contracts concluded with clients. Such duty was also considered as insignificant in the context of agency intermediation.

The gloss concludes that remuneration equivalent in percentage terms to a specified part of net sales is equivalent to theoretical examples or descriptions of commission, while the difficulties in establishing – in the light of article 758^1 § 2 of the Civil Code – the performance characteristic for a typical agency contract occur when commission refers to remuneration whose differentiation method in terms of the amount was not clarified. In the context of theoretical discrepancies in the structure of the content of a mixed contract,

attention was drawn to the doubts whether it is right to classify a contract containing elements of only one nominate contract as a mixed contract. However, it was concluded that the decision of the Supreme Court accepting the application of provisions on the agency contract in the case of a contract with the content structure mentioned above is located within acceptable – in the light of views on the application of legal regimes of nominate contracts – legal assessments.

The gloss points to arguments against including the duty to examine the financial credibility of a client within the duty, regulated in article 760^1 § 1 of the Civil Code, to take actions necessary to protect the rights of the principal, particularly due to the appropriateness of a narrow approach to the duty in question in the context of the rule of the functional subordination of the elements of an obligation to the main duties of the parties to an obligation. A possibility was also recognised to locate the issue of examining the client's financial responsibility as part of the issue of *del credere* clause (article 761^7 of the Civil Code).

In the part of the gloss concerning the last of the problems mentioned above, it was concluded that the view of the Supreme Court, assuming the effectiveness of termination violating article art. 764^2 § 1 of the Civil Code, is consistent with one of the theoretical approaches to the effects of such termination. In the context of diverse theoretical approaches, the gloss presents a similar assessment of the choice of the Supreme Court of the further effect of the termination in question in the form of an obligation to provide for indemnification and the indication of its legal basis. The gloss expresses doubts as to whether it is valid, in the context of article 764^2 § 1 of the Civil Code, to identify an obligation to refrain from the termination of an agency contract in cases covered by restrictions in this field. Arguments were also presented in favour of a variant providing for the ineffectiveness of the termination in question – a variant alternative to the one adopted by the Supreme Court.

A gloss to the sentence of Supreme Court of 29 September 2011 (IV CSK 650/10) entitled "The award of the appropriate amount of indemnity after the termination of an agency agreement", published in *Monitor Prawniczy* No. 2/2013 discusses the description of an indemnity, adopted by the Supreme Court, to which the agent has a right if certain premises in the Civil Code are fulfilled. The gloss also discusses the approach, adopted in the sentence, to the premise of an indemnity, which takes the form of the principal's significant benefits.

The gloss also analyses the view of the Supreme Court on the manner of evaluating the benefits and the view on the evidence issues in respect of the circumstances mentioned above connected with the premise that refers to the principal's benefits. The confrontation of

the position of the Supreme Court on the character of an indemnity with theoretical approaches to this issue led to a conclusion that, on the one hand, the compliance of the position taken in the sentence which considers the indemnity in question to be the participation in principal's significant benefits with one of the variants in the doctrine. On the other hand, the gloss indicates theoretical difficulties accompanying attempts to capture the character of an indemnity.

The gloss notices a possibility to identify an element of remuneration in an indemnity and quotes views which refer to this element in the features of an indemnity. In connection with the fact that the Supreme Court rejected a link between an indemnity and the institution of unjust enrichment, the gloss quotes views that point to such a link but concludes that there are no grounds to characterise an indemnity by referring to the key features of unjust enrichment. In the context of the fact that the Supreme Court rejected a compensatory character of an indemnity, the gloss points to divergent views on the presence of an element of compensation and analyses the mutual relations between a compensation and an indemnity.

The gloss also mentions the relation between an indemnity and the money due to the agent in connection with the restriction of competitive activity after the termination of an agency contract. The gloss presents arguments justifying doubts whether an indemnity may be treated as instrument of the agent's participation in significant benefits. The conclusion of this part of the discussion expresses a doubt concerning the significance of the commented sentence as a definitive solution of the problem of the character of an indemnity or the character of a claim for an indemnity.

The next part of the gloss indicates two major methods of interpreting significant benefits which are an element of a premise for the right to an indemnity: a method – which is present in judicial decisions – based on the category of a possibility to derive profits and the other method – referring to the value of the performances due. The gloss points to arguments against approaching to the benefits in question – which the Supreme Court does – in the categories of a certain potential. It was concluded that such way of perceiving the benefits leads to the disturbance of the functional coherence of the elements of an agency contract obligation, the coherence that makes it possible to retain the type of a nominate contract.

The gloss also indicates that the method of establishing the amount of an indemnity specified in normative terms is not adjusted to the concept approaching the benefits in question in the way adopted in the commented sentence. It was concluded that the actual, and not potential, dimension of the benefits – and the lost commission affecting the amount of an indemnity – are equivalent to the normative approach to the elements of the institution of

indemnity. The gloss approves the view of the Supreme Court that denies it is accurate to limit the casual link, between the agent's activities and the benefits which constitute an element of a premise of the right to an indemnity, to an adequate link within the meaning of article 361 § 1 of the Civil Code.

A gloss to the sentence of the Supreme Court of 27 January 2012 (I CSK 211/11), published in *Orzecznictwo Sądów Polskich* 2014, No. 5, item. 47, analyses the position of the Supreme Court in two fundamental issues – the qualification of a specific contract as a typical agency contract and the agent's right to an indemnity.

The gloss criticises the fact that a contract containing alien elements – from the perspective of the phenomenon of functional subordination to the intermediary's main duty – was concluded to be a typical agency contract. Therefore, the gloss questions whether the Supreme Court was right to conclude that the result of a qualification of a specific contract is determined by the components which, in the discussed case, are equivalent to the components of an agency contract. At the same time, the gloss emphasises that, due to a specific function of article 759 of the Civil Code, that presence, in the structure of an obligation, of a service equivalent to the acts listed in this provision does not determine the qualification of a contract obliging to perform them as a typical agency contract.

The gloss also indicates variants of qualifying a contract with the presented content structure as a mixed contract or an innominate contract with a theoretically retained perspective of applying the legal regime of a typical agency contract. The part of the gloss devoted to the right to an indemnity criticises the absence, in the process of examining premises for this right, of a stage that would compare the level of benefits related to new clients obtained by the agent with the level of benefits that were previously accrued by the principal. In connection with this thread of the discussion, the gloss once again presents the proposal to introduce a requirement to prove, in the presented case, a significant increase of the principal's turnover whose function would be justify a right to an indemnity. The requirement mentioned above might constitute a result of a functional interpretation of article 764^3 § 1, sentence 1, of the Civil Code or might be supported by article 764^3 § 1, sentence 2, of the Civil Code which contains a reference to equitable principle which is used to assess all circumstances. The gloss supports the criticism of the view, in judicial decisions, that accepts a right to an indemnity if there is no possibility, on the part of the agent, to provide the principal with benefits that would exceed the level of usual benefits. The gloss also indicated diverse views in the doctrine on the claim, in the commented sentence, concerning the shape

of significant benefits, which are an element of a premise for a right to an indemnity, approached as a certain potential and not as a real and specific profit.

In a similar context, the gloss presents the view of the Supreme Court on the source of the above-mentioned benefits associated with contracts concluded with the participation of the agent before the agency contract was terminated. The gloss also presents arguments against perceiving these benefits in the category of a certain potential, referring to the arguments in the gloss, described above, to the sentence of the Supreme Court in case IV CSK 650/10. In the light of article 764^3 § 1, sentence 1, of the Civil Code, which points to basing the benefits in it on the value of the performance due to the principal from his client, the gloss criticises expressing the benefits in a general manner. The gloss indicates arguments that are contrary to identifying the source of the discussed benefits in contracts concluded with the agent's participation before the agency contract was terminated.

The gloss approves of the decision of the Supreme Court that rejects describing an indemnity as mutual. However, it questions linking the *ratio* of an indemnity with the category of the value of an enterprise or the potential to draw benefits. The gloss points to the inaccuracy of treating the equitable principle mentioned in article 764^3 § 1, sentence 2, of the Civil Code as a premise for a right to an indemnity. However, varying the influence of the equitable principle on this was approved. The gloss quotes a view that questions the effect of a contractual prohibition of competitive activity on a right to an indemnity but highlights a view that sees a possibility of the effect of the money due for this prohibition on the amount o the indemnity.

The gloss criticises the method, adopted in the sentence, of calculating an indemnity that makes a reference to the hypothetical commission lost by the agent and supports making reference to the commission actually lost by the agent. However, it approves the view of the Supreme Court that the effect of the absence of intermediation costs, on the part of the agent entitled to an indemnity, limits the amount of an indemnity. At the same time the gloss states that the presented view is valid in a case in which the commission was used to cover the intermediation costs.

The conference paper "The agency contract according to the Civil Code. Selected *de lege ferenda* problems" (in:) *The contemporary problems of law of obligations*, A. Olejniczak, J. Haberko, A. Pyrzyńska, D. Sokołowska (ed.), Warszawa 2015, containing the papers prepared for the Fifth Polish Meeting of Civil Lawyers in Poznań, describes the evolution of the regulation of agency contract in Polish civil law and possibilities and the scope of amending the provisions on the agency contract in the Civil Code. It also presents 12 *de lege*

ferenda proposals concerning Book III, Title XXIII of the Civil Code with detailed arguments justifying these proposals. Nine of these proposals are related to the issue of the agent's remuneration, the other three – the *del credere* agent's responsibility, terminating an agency contract without notice and the duty to care for the principal's interests.

The part of the paper devoted to the evolution of the Polish regulation of the agency contract indicates views concerning the function of the agency contract in trade and compares the subject and the shape of the relevant regulation of the Commercial Code of 1934 and the Civil Code, taking into account the regulation in force before and after the amendment of the Civil Code on 26 July 2000 (Journal of Laws, No. 74, item 857).

The part of the paper devoted to the relationship between the currently binding regulation of the agency contract in the Civil Code and Directive 86/653/EEC analyses the significance of the process of harmonising legal provisions in EU countries and describes the results of this process in the sphere of the provisions on the agency contract in the Polish Civil Code. This part of the paper concludes that there is a certain margin of an acceptable amendment of the provisions in Book III, Title XXIII of the Civil Code.

The article entitled "Goodwill and indemnity (article 764^3 of the Civil Code)" which will appear in the publication (currently under preparation) entitled *Civil Law – publication, enactment and interpretation. The memorial book to celebrate the 100th anniversary of the birth of Professor Jerzy Ignatowicz* attempts to present a confrontation between the theoretical models of the categories "clientele", "reputation", "goodwill" and referring to these categories the method of justifying and approaching the aim of indemnity, regulated in Book III, Title XXIII of the Civil Code. Unpublished fragments of the above-mentioned doctoral dissertation entitled *The civil law results of a breach of an agency contract* were used in a part of this article. These fragments concern the relationships between agency intermediation and clientele.

The first part of the article present views on the justification and aim of indemnity contained in the relevant literature and adopted in judicial decisions on the basis of the Civil Code. It also refers to the relevant rule contained in *Draft Common Frame of Reference* (DCFR).

The first part of the discussion emphasises the disparity in assessing the accuracy of referring to the category "goodwill" when describing the justification and aim of indemnity.

The second part of the article presents – in the light of numerous contributions in the doctrine – the ways of understanding the categories "clientele", "renown" and "goodwill" and also views on the value and benefits related to the phenomena referred to by these concepts.

The third part of the article presents the relationships between agency intermediation, clientele and premises for a right to an indemnity. It is argued that the normative shape of the premises for this right justifies a conclusion that the justification and the aim of indemnity are not connected to clientele as a certain potential, whereas indemnity is connected with the effect of using this potential.

b) Issues related to bank monetary settlements

A gloss to the sentence of the Supreme Court of 15 February 2006 (IV CSK 17/05) "The bank transfer as a result of a malfunction of a computer system", published in *Monitor Prawniczy* No. 5/2008, analyses the character and effects of an unnecessary second cash transfer conducted in order to make credit transfer under the condition of a malfunction of a bank computer system. The discussion refers to theoretical concepts of a bank monetary settlement, an entry in a bank account and the status of a bank carrying out the settlement in question.

The gloss assumes that the second cash transfer did not constitute a bank monetary settlement and rejects the classification of this transfer, by the Supreme Court, as a legal act manifesting a legally important error. The gloss also rejects the concept that classifies the status of a bank conducting a cash transfer as a representative - in the light of legal provisions on this type of settlements and also in the light of provisions on the legal relationship resulting from a bank account contract. Therefore, the possibility to ratify, within the meaning of article 103 of the Civil Code, the transfer in question was rejected.

The gloss analyses the issue of enrichment resulting from the defective cash transfer mentioned above in the context of the concepts of the character of an entry in a bank account and in the context of the subject-based ownership of cash collected in a bank account. It was concluded that, in the light of the concepts presented in the gloss, a transfer of cash when there is no settlement order directed to the bank may be classified as a source of unjust enrichment whose form and time depend on the assumption concerning the character of an entry in a bank account (constitutive entry, declaratory entry or an entry conditioning cash disposal). It was also concluded that a settlement agreement between a bank conducting a defective cash transfer and the beneficiary of this transfer may not constitute the basis for an unjust enrichment claim against the account holder.

A gloss to the sentence of the Supreme Court of 17 December 2008 (I CSK 205/08) "The indemnification liability of a bank for improper performance of a bank transfer order",

published in *Monitor Prawniczy* No. 14/2011, analyses the effects of a transfer order whose content indicates the account number of a bank account holder other than the one in the transfer order. The first stage of the analysis criticises the concept of an obligation adopted by the Supreme Court – of the banks taking part in the settlement procedure – to verify the data of the transfer order beneficiary included in this order, particularly on the part of banks that do not hold an account of the beneficiary. The gloss also contests the character of an obligation to verify the data as the duty, provided for in article 354 § 1 of the Civil Code, to perform an obligation in a manner complying with its social and economic purpose. In addition, it was suggested there it is irrelevant to justify the obligation to verify the data by the duty to use due care.

Consequently, it was assumed that in the transfer model order with a requirement to indicate the account number of the beneficiary of a transfer order and to specify his or her personal details or its name, both of these elements should be considered as equivalent. As result, any discrepancy suggesting different persons prevents the instruction of the account holder from being considered a transfer order.

The second stage of the discussion analyses the character of the liability regulated in article 64 of the Banking Law. In the context of the view of the Supreme Court that the liability in question is neither contractual or liability in tort, the gloss present arguments that would make it possible to see a specific regulation concerning liability in tort in article 64 of the Banking Law. In the light of the theoretical description of indemnification liability, the gloss calls into question a possibility the fact of entering divergent data in a transfer order as justifying moderating compensation of the contribution of the aggravated party.

c) Issue related to obligation contracts

A gloss to the sentence of the Supreme Court of 17 November 2006 (V CSK 268/06), published in *Orzecznictwo Sądów Polskich* 2008 No. 10, item 109, attempts to solve the problem of the character of revoking and amending the stipulation regarding the performance obligation in favour of a third party – acts referred to article 393 § 2 of the Civil Code. The analysis in the gloss leads to an assumption the these acts generally require consensual declaration of intent of the stipulator and the promisor because article 393 of the Civil Code, requiring consent as regards the performance obligation in favour of a third party, indicates one may assume that the debtor is interested in the person for whom he will perform.

Therefore, the gloss questions the position of the Supreme Court in the part in which it assumed a possibility to unilaterally revoke the stipulation regarding the performance obligation in favour of a third party by the stipulator. However, the gloss agrees with the view of the Supreme Court that requires a contract between the stipulator and the promisor for the amendment of the stipulation. The gloss generally approves the view that allows a possibility to contractually authorise the stipulator or the debtor to unilaterally revoke or amend the stipulation regarding the performance obligation in favour of a third party.

The gloss accepts the view of the Supreme Court on the content of the amendment of the stipulation in question and assumes it may concern only a third party to whom the stipulation refers. It also presents arguments against the retroactive effect, approved by the Supreme Court, of rejecting the stipulation regarding the performance obligation in favour of a third party by the third party. The gloss presents arguments supporting the position of the Supreme Court according to which revoking the stipulation regarding the performance obligation in favour of a third party may occur by way of action brought against the debtor by the party making the stipulation. A possibility to revoke the stipulation in the presented manner is limited in the gloss to a case in which the stipulator would have legitimacy to unilaterally revoke the stipulation regarding the performance obligation in favour of a third party.

The article "A model contract and the legal concept of the automatic constitution of a content of a legal relation by a standard contract", published in *Przegląd Sądowy* 2009 No. 6, presents the issue of a model contract from the historical perspective and also from the perspective of the binding regulation of standard contracts and the theoretical approach to them. The shape and the role of a model contract as standard content appropriately supplemented by content substantiating a legal relation and thus transformed into a contract were confronted with the concept of automatic shaping of the content of a legal relation by a standard contract. The confrontation leads to a conclusion that this concept is incompatible with a model contract which is equivalent to the concept of a standard approached as complete clauses of a contract, unilaterally prepared before the contract is concluded.

In addition, it was concluded that, in the light of the concept of the automatic shaping of the content of a legal relation by a standard contract, model contract is not compatible with article 384^1 and article 385 § 1 of the Civil Code and a model contract should not be included in the list in article 384 § 1 of the Civil Code. The article assumes that a model contract should be subject to general provisions on concluding contracts and to certain specific regulations and general terms of contracts and rules and, at the same time it should be possible

to qualify a contract model as a standard contract within one category subject to diverse legal regulations. It was indicated it is possible apply provisions of articles 385 § 2, 385^1 – 385^4 and 479^{36} – 479^{45} of the Civil Code to a model contract approached in accordance with the concept proposed in the article.

The article "The issue of a modification clause as a ground to amend a contractual lasting relation by a standard contract", published in *Przegląd Sądowy* 2012 No. 4, discusses the modification of an existing lasting (permanent) obligation as the function of a standard contract. The article presents the evolution of regulations concerning this function of standards contracts in Polish civil since the Code of Obligations entered into force and presents the range of problems involved in the function of standard contracts. The article is devoted to one such problem, namely the conditions modifying the lasting obligation of the effect of applying a standard contract – the conditions that would take the form of a contractual modification clause.

The article presents the views in the relevant literature on the necessity to stipulate a modification clause as a premise to cause the effect regulated in article 384^1 of the Civil Code; it also presents arguments in the doctrine against basing, on the provision in question, the possibility to apply a standard contract modifying a lasting obligation.

The article presents arguments against the general necessity to stipulate a modification clause in order to modify a contractual lasting relation. This modification, according to article 384^1 of the Civil Code, may occur by applying a standard contract and the arguments in question refer to the role of the entitlement to the termination of a contract regulated in the mentioned provision, the significance of a statute and a contract as the basis of the competence to modify a contractual legal relation, certain specific regulations concerning the problem in question, the relation between a modification clause and the modification of a legal relation, the source of competence to issue or apply standard contracts, the possibility to control modifying standards, the limitation o the acceptability to modify lasting obligations, the significance of the *ignorantia iuris nocet* rule and information obligations in consumer trade, cases in which one may find restrictions as regards the application of article 384^1 of the Civil Code. In conclusion it was assumed, that the introduction of amendments pursuant to art. 384^1 of the Civil Code does not generally require a basis in the form of a modification clause and exceptions to this principle result from specific provisions. The article also notices arguments in favour of the treatment of legally required modification clauses as a fact that only affects the scope of article 384^1 of the Civil Code and the scope of proposed changes.

A gloss to the sentence of the Supreme Court of 24 January 2008 (I CSK 362/07) "The right to revoke a irrevocable power of attorney after death of the principal", published in *Monitor Prawniczy* No. 22/2009, discusses the scope of article 1036 of the Civil Code against the background of a case of a contract for a sale of a share in joint immovable property without a dispositive effect and the issue of irrevocable power of attorney not expiring after the principal's death, whose function is to secure a claim. The confrontation of the position of the Supreme Court with the theoretical view on the scope of article 1036 of the Civil Code and on the disposition of a share in joint property led to a conclusion that there can be no doubt that the provision in question concerns obligation-disposition contracts and disposition contracts, and is not applicable when there no is perspective of the division of the inheritance.

The gloss concludes the compliance of the view in the doctrine with the view of the Supreme Court according to which the attorney-in-fact appointed by a seller of a share in joint real estate property may, on the basis of a power of attorney not expiring after the death of the principal on behalf of his or her heirs, conclude a dispositive contract on behalf of the principal's heirs after the principal's death. The gloss criticises the position of the Supreme that a legal act of an attorney-in-fact performed on behalf of the deceased principal is incurably void as contrary to, in so far as it concerns the transferor, article 8 § 1 of the Civil Code, providing that the voidness is conditioned by a lack of legal capacity and not the fact that the content of a legal act contradicts the statute. It was also indicated that a power of attorney to which the function of a securing a claim is attributed is similar, in functional terms, to substitute performance (cf. Article 480 § 1 of the Civil Code) and not to legal forms of securing a claim.

When presenting views on power of attorney it was noticed that irrevocability of a power of attorney leads to a situation similar to one in which the debtor waives defences and thus a poses a risk of circumventing the provisions restricting a possibility to waive defences; a power of attorney not expiring after the death of the debtor-principal poses a risk of depriving the heirs a possibility to rely on the limited liability for debts under the succession and also poses a risk of making article 1023 § 2 of the Civil Code meaningless in practice. The gloss concludes that the view of the Supreme Court, which assumes a possibility to revoke an irrevocable power of attorney for important reasons undermines the sense of article 101 § 1 of the Civil Code. The gloss presents a similar assessment of the view, expressed in the doctrine, that the principal's heirs are not bound by the irrevocability stipulation, if the

principal granted a power of attorney not expiring after the principal's death, the power of attorney being at the same time an irrevocable power of attorney.

The gloss assumes that stipulating the irrevocability of a power of attorney after the principal's death precludes a possibility to revoke the power of attorney by the principal during his life and to revoke it after his death. The conclusion of the gloss states that there are arguments against the application of a power of attorney, irrevocable or not expiring after the principal's death, which secures a claim. It also states that there are in fact arguments against isolating the function of a power of attorney in the form of securing a claim.

e) Issues related to civil liability and joinder of claims

A gloss to the sentence of the Supreme Court of 7 May 2009 (IV CSK 523/08) "The joinder of claims for unjust enrichment and claims for non-performance or improper performance of an obligation", published in *Monitor Prawniczy* No. 22/2011, discusses the issue of the joinder of claims referred to by article 414 of the Civil Code.

The Supreme Court assumed that if a service is performed incorrectly, it is impossible to claim reimbursing a part of the remuneration for the service as unjust enrichment, with a possibility to claim compensation. In the case heard by the Supreme Court, a part of the remuneration which was the content of the claim for reimbursement was not recognised as damage. The gloss presents views on cases of the joinder of claims covered by the scope of article 414 of the Civil Code, highlighting controversies on the case of a claim for unjust enrichment joined with a compensation claim in the *ex contractu* regime.

In addition, the gloss presents arguments which make it possible to assume that the difference between the value of a properly rendered performance and an improperly rendered performance determines not only the level of damage but also the level of benefits which may formally be part of the scope of article 405 of the Civil Code in the light of the duty to perform an equivalent for improper performances. The gloss assumes that the rationale, in the sentence of the Supreme Court, for the refusal to reimburse a part of the remuneration for the incorrect performance should not refer to the interpretation of article 414 of the Civil Code but to the assertion that the lack of bases for the claims in article 410 § 2 of the Civil Code precludes basing the claim on article 405. In addition, it was assumed that the assessment of factual circumstances, in the context of the issue of the joinder of claims for unjust enrichment and for improper performance of the obligation, should be preceded by the process of establishing "*in concreto*" of the claim in article 405 of the Civil Code.

The article "The significance of the tax on goods and services (VAT) in the indemnification process in accordance with general principles", published in *Przegląd Sądowy* 2011, No. 6 discusses the effect of VAT (a component of prices) on the scope of indemnification liability in accordance with general principles. The article quotes views on the role of VAT in establishing a measure of the amount of damage or the circumstances affecting the amount of an indemnity, in connection with a possibility or the lack of a possibility to deduct the calculated VAT. It was assumed that the "gross price" is a measure of the amount of damage regardless whether the aggrieved party bears the burden of the calculated VAT. Attention was drawn to the view that bearing the burden of VAT in connection with the damage suffered is an element of damage or affects the extent of damage. It was indicated that the expenditure incurred by the aggrieved party intended to eliminate loss or limit it does not always constitute independent damage and may only affect the manner of remedying the damage.

In addition, attention was drawn to the variable effect of VAT on the amount of the indemnity, depending on the method used to establish the indemnity: the cost estimation method (the price functions as a measure of the damage amount – the amount approached *in abstracto*) or the accounting method (in this case the amount is approached *in concreto*). The article highlights the fact the judicial decisions and the doctrine widely support the opinion that relativises the issue of covering the indemnity by VAT whose calculation depends on whether or not the aggrieved party bears the burden of the tax. The article presents views on the conditions of the significance of VAT in the process of compensating damage solely by a possibility to reduce the tax due by the amount of the calculated tax and also views on justifying the omission of the calculated VAT in the in the process of compensating damage as well as the mechanism of the effect deducing VAT on the amount of indemnity. The article presents a view that the lack of compensation of the calculated VAT, in spite of the fact that the measure of the damage amount is the net price, is not only a manifestation of a new circumstance in the list of circumstances that affect the amount of indemnity but may also be a manifestation of contractual shaping this amount or shaping this aspect of indemnity in a standard contract.

A gloss to the sentence of the Supreme Court of 29 April 2010 (IV CSK 467/09), published in *Orzecznictwo Sądów Polskich* 2011, No. 12, item 127, discusses issues related to the supervening cause (*causa superveniens*) in the context of the effect of a hypothetical expropriation of a real estate on the indemnification liability for illegally depriving the real estate owner of his or her property.

The gloss approves the fact that the Supreme Court refused to qualify the expropriation mentioned above as a cause for breaking the causal link. However, the gloss emphasises that the decisive argument in favour of such assessment should be based on a view characterising the cause braking the adequate casual link as a real event – and hypothetical expropriation does not display such a feature.

The analysis of the character of a hypothetical expropriation of a real estate and of theoretical solutions of the problem of the effect of the supervening cause on the indemnification liability led to doubts as to the claim of the Supreme Court that it is right to take into account the hypothetical expropriation as the supervening cause affecting the amount of damage. This is because the gloss concludes there is a similarity between expropriation with an indemnity and a circumstance, indicated in the doctrine, excluding the possibility to take into account the supervening cause in the form of hypothetical connection of indemnification liability with the supervening cause.

The gloss indicates arguments supporting the identification of an analogous circumstance which should exclude taking into account alternative legal behaviour when establishing indemnification liability, assuming, in relation to one of the presented concepts of alternative legal behaviour, that hypothetical expropriation, is a case of such behaviour. A view was also quoted that a breach of norms on a protective purpose determines the general exclusion of a possibility to take into account alternative legal behaviour in the case of infringement of the law during an expropriation.

The gloss also concludes that an indemnity that would accompany a hypothetical expropriation causes the absence of the reduction of indemnification liability for the actual cause of the damage in the form of the property loss. Therefore, a hypothetical expropriation does not have an important feature of the supervening cause and the significance of the supervening cause, adopted by the Supreme Cause, diverges from the theoretical model of this cause. In addition, in the light of the theoretical approach to the supervening cause, the gloss indicates the necessity to supplement the description, presented by the Supreme Court, of the supervening cause by the assumption that the supervening cause may not only be a hypothetical event but also an actual event. The casual link between the actual event and the damage caused by the antecedent cause will then have hypothetical character.

f) Issues related to unjust enrichment

A gloss to the sentence of the Supreme Court of 19 October 2007 (I CSK 259/07), published in *Przegląd Sądowy* 2010, No. 9 discusses the issue of qualifying shares, acquired as a result of the conversion of bonds convertible into shares, as surrogates within the meaning of article 406 of the Civil Code and also the issue of the interpretation of article 409 of the Civil Code in the part concerning the duty to take into account the obligation to return unjust enrichment.

The view of the Supreme Court on the conversion of bonds into shares, seen as a process similar to satisfaction of the creditor's claim was confronted with theoretical approaches to the essence of the conversion. Subsequently, the gloss confronts different models of the conversion of bonds into shares with the concept of surrogation referred to in article 406 of the Civil Code. What was noticed as a result of this analysis are theoretical doubts concerning a possibility to recognise shares acquired by means of conversion of bonds as surrogates – a possibility accepted by the Supreme Court. The gloss questions the accuracy of the decision of the Supreme Court to consider as the subject of enrichment bearer bonds convertible into shares which are the a subject of an invalid sale contract. Therefore, it questions a possibility to treat shares acquired by means of conversion of the bonds in question as surrogates within the meaning of article 406 of the Civil Code.

It was also pointed out that in this case there is no possibility to qualify the conversion of bonds as enrichment. The gloss confronts the view of the Supreme Court on the sanction of suspended ineffectiveness on the ground of articles 17 § 1 and 17 § 2 of the Commercial Companies Code with diverse views on the sanction connected with this provision. It was also assumed that the time when a person finally receiving an undue benefit, in connection with the occurrence of the sanction of suspended ineffectiveness on the basis of article 17 of the Commercial Companies Code, should take into account the obligation to return it is the time of receiving this benefit and not, as assumed by the Supreme Court, the expiry of the date for expressing the consent to perform the action.

The gloss questions the accuracy of the decision of the Supreme Court that from the time there occurs the duty to take into account the obligation to return the benefit acquired without a legal basis the risk of losses in share values in the commented case vests in the enriched party – the gloss points, in particular, to the view of the doctrine that an exemption from the rule in article 409 of the Civil Code is not applicable in cases of the loss of benefits other than the ones indicated in it, even if the enriched party should have taken into account the obligation to return.

Furthermore, the gloss highlights the assessment of the actual circumstances which is different from the assessment of the Supreme Court resulting from the view that the enriched party is not responsible for accidental loss or damage of the subject of unjust enrichment but only if hypothetical occurrence of these events was found in the case when the impoverished party would possess the subject in question. Finally, the gloss questions he possibility that article 409 of the Civil Code, in connection with article 405, constitutes the basis for the view of the Supreme Court that the value of unjust enrichment and impoverishments is established for the time when the duty to take into account the obligation to return the benefits occurs.

"The remuneration for electricity in legal relations of lease" – a gloss to the sentence of the Supreme Court of 12 March 2010 (III CNP 27/09), published in *Przegląd Sądowy* 2011 No. 7-8, analyses the position of the Supreme Court concerning the assessment of the legal effects of paying another person's debt by an entity which should ultimately bear the burden of paying this debt, because of the fact of being the debtor of the entity for which the debtor of the paid debt had the claim to cover the costs of the payment of the paid debt.

The gloss presents the variants, contemplated by the Supreme Court, of the legal assessment of the outlined factual circumstances and criticises the finally sleeted variant according to which the payment made caused the expiry of the obligation of the payer to the entity which was the debtor of the entity that bore the paid debt, as a result of the fact that there was no creditor's interest worth of protection. The argument supporting the criticism was based on the premise that the expiry of the claim in the discussed obligation occurred in connection of the expiry of the debt as a result of the payment made, which caused irrelevance of the issue of covering the burden of this debt by other entities connected by legal relations taking this aspect into account.

Next, the gloss discusses, from the perspective of provisions on unjust enrichment and provisions on managing another person's affairs without a mandate, variants of the assessment of factual circumstances of the payment of another person's debt in the presented configuration of entities. The gloss discusses a variant of assessing enrichment by making the reference to a typical case of enrichment related to saving an expenses. Variants of entity-orientation of enrichment were also discussed and an attempt to determine its possible form in theses variants was made.

In the context of a rule in the doctrine – a rule which is however not widely accepted – according to which loss, other than the loss in the substance of enrichment, should be deducted in a case when it had would have not occurred if there had been no unjust enrichment, two variants of the assessment of the actual circumstances were formulated. The

first variant, would exclude enrichment on the part of any of the entities in mutual legal relations whose content includes the aspect of covering the burden of the paid debt. The other variant bases its assessment of enrichment only on the fact of saving an expense and the fact of using the performance with which this expense (an equivalent of the performance) was connected. The gloss also points out that this variant is similar to the assessment of actual circumstances in accordance with the provisions on managing other person's affairs without a mandate. A comparison of the two variants indicates it is valid to select the first variant, the variant that takes into account a wider situational context when determining enrichment.

g) Participation in conferences

During the time covered by this summary I took part in the following scientific conferences:

- II Polish Meeting of Civil Lawyers – Wisła, 28-30 September 2006.
- *Jerzy Ignatowicz – a professor and judge (1914-1997)*. Scientific meeting. - Lublin, 29 November 2012.
- *State Treasury and business activity*. National Scientific Conference – Lublin, 24 October 2013.
- Fifth Polish Meeting of Civil Lawyers in Poznań – Poznań, 26-27 September 2014 (During the meeting I delivered the paper *Agency contract according to the Civil Code. Selected de lege ferenda problems*).
- National Scientific Conference *Civil Law – Enactment, Application and Interpretation* – at the 100th anniversary of the birth of Prof. Jerzy Ignatowicz (1914 – 1997) – Lublin, 20-21 November 2014.
- National Conference *The Internet and Copyright* - Lublin, 7 May 2015.
- The Fifth Forum of Company Law *Minority Rights in Commercial Joint Stock Companies* – Łódź, 15 May 2015.
- Scientific conference celebrating the unveiling of a memorial plaque and giving the name *Aula Profesora Zbigniewa Radwańskiego* to the *beta* lecture hall in Collegium Iuridicum Novum (Faculty of Law and Administration, Adam Mickiewicz University) – Poznań, 12 June 2015.
- National Conference *Situation of an Entrepreneur against the Background of Changes in Public and Private Law between 2004 and 2014*, Kazimierz Dolny, 12-14 June 2015.

- Conference commemorating Professor Witold Czachórski, distinguished professor of the Faculty of Law and Administration at the University of Warsaw and co-author of the Civil Code. *Key issues of the Civil Law). The 100th anniversary of the birth of Professor Witold Czachórski*, Warsaw, 22 June 2015.
- Conference *Legal status of spouses in civil and commercial partnerships*, Szczecin, 23 October 2015.

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