Attachment No. 2

Małgorzata Dumkiewicz, Ph.D.
Chair of Business and Commercial Law
Department of Law and Administration
Maria Curie Skłodowska University in Lublin

Summary of Professional Accomplishments

1. Name and surname

Małgorzata Dumkiewicz

2. Diplomas held, scientific/artistic degrees with the indication of the name, place, and year in which they were obtained as well as the title of the doctoral dissertation

I obtained my M.A. degree in Law (LLM) in the Department of Law and Administration (DLA) at Maria Curie Skłodowska University in Lublin (MCSU) in 2004 on the basis of my M.A. thesis entitled *Indywidualizacja i identyfikacja udziałów w spółce z ograniczoną odpowiedzialnością [Individualisation and Identification of Shares in a Limited Liability Company]*, written in the Chair of Business and Commercial Law (CBCL) under the supervision of professor doctor habilitated Andrzej Kidyba.

I obtained my Ph.D. degree in the DLA, MCSU in Lublin on 2010 on the basis of my doctoral dissertation entitled *Wspólność udziałów w spółce z ograniczoną odpowiedzialnością, [Community of Shares in a Limited Liability Company]* written under the academic supervision of professor doctor habilitated Andrzej Kidyba.

3. Information on employment heretofore in scientific/artistic establishments

I have been working in the CBCL, DLA, MCSU in Lublin since 1 October 2004. In the years 2004-2010 I worked in the capacity of assistant and in October 2010 I was promoted to reader.

During the years 2004 - 2011 I conducted courses (classes, seminars, and lectures) in commercial law, business law, competition law, and law on consumer rights in the School of Enterprise and Administration in Lublin (Wyższa Szkoła Przedsiębiorczości i Administracji).

4. Indication of the academic achievement within the meaning of the provisions of Article 16.2 of the Act of 14 March 2003 on Scientific Degrees and Titles and on Degrees and Titles in Arts (uniform text published in *Dziennik Ustaw* of 2014, item 1852, as amended; hereinafter referred to as "the Act")

a) **Scientific achievements:** *Liability for Damages in respect of Defective Resolutions Taken by General Meetings of Shareholders in Companies*

b) **Author:** Małgorzata Dumkiewicz; **title:** *Liability for Damages in respect of Defective Resolutions Taken by General Meetings of Shareholders in Companies;* **year of publication**: 2016, **Publisher:** Wolters Kluwer, pp. 350 **reviewer:** Professor doctor habilitated Andrzej Kidyba.

c) **Outline of academic/artistic objective of afore-mentioned work/works and results obtained along with the use thereof**

The aim of the scientific achievement, within the meaning of Article 16.2 of the Act, is to outline liability for damages in respect of defective resolutions taken by general meetings of shareholders in companies, as set forth in Polish law. The provisions of the Polish Code of Commercial Companies and Partnerships (CCC) contained in Articles 249-254 and in Articles 422-427 provide for a specific manner of determining the invalidity and annulment of resolutions taken at general meetings of shareholders and general assemblies of shareholders. These provisions do not, however, contain any regulations concerning the liability for damages resulting from such resolutions. *Prima facie*, it seems that the existence of provisions that allow for the elimination of defective resolutions should prevent or at least reduce the possibility of effects resulting from the adoption thereof, including any damage done. Nevertheless, there are at least a few reasons why a defective resolution may bring about damage to the assets of the company itself, its shareholders / stockholders, members of its bodies of authority as well as third parties (e.g. creditors of the company), and this may be the case whether a defective resolution is removed from any legal transactions in a prescribed manner or not.

To begin with, the proceedings concerning the annulment or determination of invalidity of a resolution taken by general meetings of shareholders/stockholders cannot be instituted by anyone who may have a vested interest and at any time. The provisions of the CCC stipulate some restrictions with respect to the right of action and the time of action for the elimination of defective resolutions from legal transactions. Moreover, the construction of these premises in court decisions seem to narrow down the persons authorised by excluding the right of action of recalled members of the company governing bodies (even if recalled under defective resolutions). It follows that a resolution which is contrary to the law may operate in legal transactions and may not be challenged by the persons authorised to do so.

Secondly, the challenge of a resolution does not per se render it ineffective or halt the registration proceedings instituted in connection with its passing (Articles 249.2, 252.2 and 423.1 and 425.5 of the CCC). Consequently, until a valid and enforceable decision is issued concerning the determination of invalidity or annulment of a resolution, such a resolution can be executed and have effects on a par with the resolutions that have been properly adopted. Retroactive effects of judgments under which defective resolutions are eliminated from legal transactions cannot counterbalance all the legal and factual changes made until the relevant judgment has been made. This consolidation of the effects brought about by defective resolutions results directly from the legal provisions. Pursuant to Articles 254.2 and 427.2 of the CCC, where the validity of an act effected by the company depends on a resolution of the general meeting of shareholders / stockholders, annulment of such resolution shall not have an effect against bona fide third parties. This provision applies accordingly to resolutions which have been declared invalid under a relevant judgment (Articles 254. 4 and 427.4 of the CCC).

Thirdly, even where a defective resolution operated for a certain time in legal transactions, the consequences of such a state of affairs could go beyond direct legal effects which it aimed to achieve. This is particularly visible in the case of resolutions concerning changes in the composition of company governing bodies. Such resolutions lad directly to the establishment or expiration of a mandate of their members. Subsequent elimination from legal transactions of such resolutions may mean in theory that the mandates of the persons which such resolutions referred to were not established or did not expire respectively. Nevertheless, the effects of acts undertaken by unauthorised persons, remain legally and factually until the resolutions which grant them authority to carry out company matters and to represent the

company are declared invalid or become annulled. What is more, not all such acts can be revoked. If, for instance, the persons appointed as members of the company management board under a defective resolution have effected a transaction relating to property trading, and this transaction has been duly confirmed in relevant entries in the land and mortgage register, the subsequent elimination of such a resolution will not necessarily guarantee *restitutio in integrum* of said property. Further administration of property alienated or acquired by the company represented by the persons appointed as members of the company management board under a defective resolution, will be subject to protection of subsequent buyers of such property resulting from the principle of credibility and reliability of land and mortgage registers (Article 5 of the Act of 6 July 1982 on Land and Mortgage Registers; uniform text published in *Dziennik Ustaw* of 2013, item 707, as amended). In this case, the need of transactional security fends off legal consequences of the acts performed by the company's "false" governing body (Article 58.1 in connection with Article 39 of the Civil Code).

Furthermore, the prevalence of the principles of certainty in business dealings over the effects of eliminating defective resolutions from legal transactions is more frequently highlighted in judicial decisions. In its decision of 24 February 2011 (Case No. III CSK 150/10, OSNC-ZD 2012/1/12) the Supreme Court held that "a resolution of the Supervisory Board of a joint stock company (public limited company) concerning the change of the composition of its management board cannot be declared non-existent because under a legal decision issued after the establishment of a new management board the appointment of its members was deemed to have been invalid; resolutions taken by the management board appointed in such a manner prior to the issuance of the judgment should be deemed as existing". The Supreme Court underlined that the decision determining the invalidity of a resolution adopted by the general meeting of shareholders / stockholders has an *ex tunc* effect, which is not tantamount with the claim that the challenged resolution was invalid from its inception. This led to a situation where the legal nature of judicial decisions which annul or declare the invalidity of resolutions is the same. Under the resolution of 7 judges of 18 September 2013 (III CZP 13/13, OSNC OSNC 2014/3/23) the Supreme Court considered the legal aspects of the matter in question and held that the judgment of a court which invalidates a resolution of shareholders / stockholders as contradictory to the provisions of the act is constitutive in nature. By the same token, it is analogous to the decision which annuls a resolution. In the substantiation to their decision the judges underlined that while such a ruling

thwarts the legal existence of a challenged resolution *ex tunc*, the effects thereof crystallise only when the decision is issued (or, to be exact, when it becomes valid and enforceable). Lack of such ruling means that the resolution must be respected in relations among the company shareholders, it is binding on third parties, and it must be executed by the management board. Such a stand leads to maintaining the consequences caused by a defective resolution before it is eliminated from legal transactions by means of a legally binding court decision.

It follows that the adoption of a defective resolution may trigger damage; consequently the subject matter of this elaboration moves beyond theoretical considerations to important issues relating to the practical application of law. This statement is a springboard from which to analyse in detail other important issues that manifest themselves. The need of an in-depth analysis of liability for damages for taking defective resolutions by general meetings of shareholders/stockholders is primarily dictated by the specific and complex nature of legal relations existing within the terms of reference of a company. The specific nature of this event defines, by extension, the source of liability for damages.

It is essential, and not only from the theoretical point of view, to determine a proper regime with which redress the harm done as a result of adopting a defective resolution. So far, the legal doctrine has not produced any in-depth analysis of an issue whether and to what extent the adoption of a defective resolution can constitute non-fulfilment or inadequate fulfilment of the obligation (within the meaning of Article 471 et seq. of the PCC) and a tort (within the meaning of Article 415 et seq. of the PCC). Moreover, the premises of liability for damage have not been analysed in the context of a specific event that constitutes the source of this liability, i.e. the adoption of a defective resolution by general meetings of shareholders/stockholders.

The work presented comprises three chapters, introduction, and summary. Chapter One focuses on the notion of a defective resolution (para 1) and analyses the same as an unlawful event that causes damage (para 2 and 3). These commentaries constitute the basis of and introduction to determining the regime proper for liability for damages as a result of taking a defective resolution and to analysing the premises for such a regime. These matters are discussed in Chapters Two and Three. Chapter Two focuses separately on the matter of adopting a defective resolution in the context of contractual liability and liability in tort.

Chapter Three focuses on matters characteristic for the indemnification of damage done as a result of adopting a defective resolution by the general meeting of shareholders/stockholders.

The analysis conducted leads to a conclusion that in view of the specific and non-uniform nature of resolutions of general meetings, it is not possible to formulate a principle whereby any defective resolution taken constitutes an event that gives rise to damage. What is more, such generalisation has no grounds even in the context of resolutions which trigger legal effect. There are a number of factual and legal circumstances at play before determining whether the taking of a defective resolution brings about damage to legally protected assets of an entity or not.

Whether a defective resolution brings about any effects (including damage done) largely depends on how it is handled by the company and its governing bodies until the time its annulment or invalidity is determined in a relevant manner. And although the elimination of the resolution (by way of determining its invalidity or annulment), irrespective of the causes of its defects, triggers a retroactive effect, which basically means *restitutio in integrum*, the return to *status quo ante* in its full scope may, in many cases, prove simply impossible.

The causes of defects of resolutions coincide with one of the premises of liability for damages, i.e. the unlawful nature of an act that causes harm. This matter seems quite obvious in the case of resolutions that stand in contradiction to the Act. After all, in the case of a breach of legal provisions while taking a resolution, there is no doubt that such an act bears the signs of unlawfulness, since certain principles laid out in statutory law are clearly violated. And the existence of a particular manner of eliminating such a resolution from legal transactions *ex tunc* will not change it. A breach of the binding provisions of law takes place already when a defective resolution is adopted and its subsequent and retroactive elimination from legal transactions does not change the fact that an act which was in contradiction to the binding regulations took place. Nor does it have any burden on the effects which may have occurred, in full or in part, or which may have been consolidated.

Moreover, assuming that "good practice" and "principles of community life" are semantically identical, arguably, the fact that a resolution adopted by the general meeting stands in contradiction to good practice should be sufficient premise on which to deem the same as unlawful on the grounds of liability in tort. Adopting a resolution which breaches the

provisions of the company's articles of association or its statutes may well be treated as contradictory to the principles of community life (by treating the same as a breach of loyalty standards and respect for binding regulations in civil law matters. Hence, one may rightly conclude that the same qualification should apply to any resolution that is subject to annulment in the light of the provisions of the CCC. The occurrence of one of the two basic premises of defectiveness of a resolution independently (i.e. a resolution that stands in contradiction to the articles of association/statutes or to good practice) meets the criteria set for deeming a given act as unlawful. Supplementary premises, required to annul a resolution (i.e. demonstrating that the resolution adopted aimed at harming a shareholder or the interests of the company) may only reinforce this conclusion.

Considering a defective resolution adopted by the general meeting of shareholders/stockholders in the context of contractual liability and bearing in mind the construction of an obligation within the meaning of Article 353 the PCC, it does not seem proper, in principle, to classify such an occurrence as non-performance or inadequate performance of an obligation within the meaning of Article 471 the PCC. This, however, does not exclude the introduction – within the limits resulting from the principle of freedom of contract (Article 353^1 of the PCC in connection with Article 2 of the CCC with respect to limited liability companies) and from the principle of freedom of forming the company's statutes (Article 304.3 and 4 of the CCC – with respect to joint stock companies) – to articles of association and statutes of companies particular solutions with a view to mobilising shareholders / stockholders to executing their basic corporate rights in specific situations (including the participation in and voting on certain resolutions). Such solutions would have to be adapted in each case to the specificity and character of a given company, and as such they would have to be sufficiently defined. Given the fact that the articles of association and statutes include regulations that refer in principle to all shareholders and stockholders, irrespective of their role and position in the company, it seems that additional civil law agreements concluded between shareholders / stockholders besides the articles of association and statutes (the so called *shareholders agreements*) are a more adequate and flexible instrument with which to introduce the obligations relating to the adoption of certain resolutionp. Similar agreements between the company and its shareholders/stockholders are not excluded either. Under such agreements, shareholders/stockholders will undertake to vote on the adoption of certain resolutions of particular importance to the interest of the company.

Assuming that the obligations of shareholders / stockholders are sufficiently defined in this respect in such agreements, an obligation will arise within the meaning of Article 353 the PCC. Thus, in the light of the criteria resulting from Article 354.1 of the PCC, shareholders/stockholders should perform their obligation in accordance with its substance, and in a manner complying with its social and economic purpose and the principles of community life, and if there is established custom in this respect - also in a manner complying with this custom. Should shareholders/ stockholders fail to perform their contractual obligations (i.e. they fail to participate in general meetings and to vote on a certain resolution), this will give rise to the non-performance of the obligation within the meaning of Article 353 in connection with Articles 471 et seq. of the PCC. A situation may also take place where the shareholders / stockholders present at the general meeting word the substance of a resolution in contradiction to the law, the articles of association or good practice, which will open the way for challenging such a resolution and its possible elimination from legal transactions. In such a case, the performance of their obligation will not be deemed as due and proper in the light of the criteria laid down in Article 354.1 of the PCC. This, in turn,. may also give rise to liability for damages (Article 471 et. seq. of the PCC).

Seeking remedies for damage done by a defective resolution adopted by the general meeting of shareholders/stockholders within the terms of reference of the provisions on tort is possible on general principles (Article 415 et seq. of the PCC). The Civil Code contains a general definition of a tort under which Anyone who by a fault on his part causes damage to another person is obliged to remedy it. This all-encompassing definition of tort means that it does not matter whether it refers to a legal or a factual act, since both may under certain circumstances, do damage and become the grounds for the obligation to remedy it. A defective resolution adopted by the general meeting may therefore be considered as a tort irrespective of the legal nature of such resolution and of the nature of sanctions at play in respect of its defectiveness. The courts have long tended to hold that defective resolutions adopted by general meetings of shareholders/stockholders do exist in legal transactions and, in principle, they cause legal effects until such time as they are eliminated in a manner stipulated for such resolutions (irrespective of the causes of their defectiveness). This, however, does not change the fact that a resolution that stands in contradiction to the statutory act or good practice (principles of community life), is unlawful at the moment of its adoption. Where damage is done as a result of its adoption, such damage should be remedied irrespective of

whether the damage was done (or manifested itself) before or after the defective resolution was eliminated from legal transactions, subject to the presence of the remaining premises of liability for damages.

The liability of the company as well as of those who vote on the adoption of a defective resolution may also be considered as liability for one's own (Articles 415 and 416 of the PCC) or others' (Articles 429 and 430 the PCC) torts. In the case of damage done by the adoption of a defective resolution, its direct perpetrators are, in principle, the persons who vote in favour of such a resolution. It is their acts that give rise to an occurrence that leads directly to the damage done. Consequently, liability in tort, i.e. liability of anyone who by a fault on his part causes damage to another person, should be considered primarily with respect to such voters (Article 415 of the PCC). However, where shareholders / stockholders vote on the adoption of a resolution and establish a governing body of a company or a legal person, liability may be considered with due reference to the provision of Article 416 of the PCC. However, in line with the theory of bodies of authority, this liability is also the liability for one's own acts. Even if there are premises that justify liability in tort of a legal person under Article 416 of the PCC, this does not exclude the liability of individual members of a company's governing body who committed a tort. If such be the case, the liability of these persons and of the legal person is joint and several under the provisions of Article 441 of the PCC

Liability of those who vote in favour of adopting a defective resolution may not always be attached to the company. The defectiveness of a resolution, broadly understood, may also result from its adoption by a certain group of people which does not constitute a company's governing body. It may also happen that while conducting proceedings by a company's collective body of authority, the principle of majority was breached. Both cases illustrate lack of conventional act of a company, albeit it cannot be ruled out that such an apparent resolution will have any effects, including damage done to specific persons.

Although the general meeting of shareholders/stockholders is undoubtedly a body of authority, it is a highly specific one and distinct from the remaining governing bodies, i.e. the board of directors, the supervisory board, and the audit committee. Its specific nature is particularly visible in the context of attaching liability for the acts of this body to the company under the provisions of Article 416 of the PCC. To do so, it is, however, essential to

demonstrate that the damage was done by the persons who have been properly appointed members of a governing body of the legal person and who act within their powers. Given the fact that individual shareholders or stockholders who exercise their corporate rights (including participation in and voting at general meetings) do not manage company affairs nor represent the same but merely act on their behalf (particularly when voting for a certain resolution, they make their own declarations of will), their individual acts (which consist in exercising their corporate rights) cannot be attributed to the company. It is only when a specified number of identical declarations (votes) are submitted by shareholders / stockholders, will a resolution be adopted by the general meeting of shareholders / stockholders), and the resolution adopted (and not individual declarations of will in the form of votes in its favour) constitutes a conventional act of a company's governing body. Then its effects fall under the terms of reference of the legal sphere of the company. Thus, there are no grounds to ascribe the acts of individual shareholders / stockholders relating to the exercise of their rights to participate in and to vote on resolutions at general meetings to the company itself. It is only when as a result of their acts a general meeting of shareholders/stakeholders adopts a resolution, can we talk of a an act of a company's governing body, and this is so irrespective of the legal nature of the resolution. The acts of shareholders/ stockholders will then be subject to assessment in terms of the fault of the governing body within the meaning of Article 416 of the PCC

Bearing in mind the provisions of Article 416 of the PCC concerning the liability of the company, it is essential to distinguish between a situation where a duly authorised meeting of shareholders adopts a defective resolution by the required majority of votes (i.e. a resolution in contradiction to the Act or a resolution in contradiction to the articles of association / statutes of the company and good practice, which is against the interests of the company or which is to the detriment of a shareholder/stockholder) from such situations where the defectiveness of a resolution results from a breach of the principles that govern the operations of a governing body and the principles of adopting resolutions thereby. In the former case there are no doubts that the defective resolution is adopted by the persons who, in the light of the CCC act as a duly authorised governing body of a company. In the latter case, the defectiveness of a resolution reflects a situation where the acts of a group of people were not taken under circumstances that make it possible to consider the effects of such acts (conventional acts) taken by a duly authorised governing body of a company.

Liability for damages in respect of torts as well as due to non-performance or inadequate performance of obligations is primarily based on the notion of fault. This, however, may refer exclusively to individuals. While applying this notion in the context of acts or failures to act of board members or other persons who participate in convening or taking minutes of general meetings is not a problem, there are some justified doubts in the context of shareholders and stockholders (or representatives / proxies thereof) who vote on the adoption of a defective resolution. These people exercise their rights and not obligations imposed upon them with their membership in the company's company governing body. Referring the premise of "fault" to shareholders / stockholders, as members of a company's governing body, who adopt a defective resolution cannot be effected in a manner other than the notion of abuse of right (Article 5 of the PCC). As long as their acts, which consist in exercising their powers and entitlements, do not go beyond the scope specified in Article 5 of the PCC, they cannot be deemed as unlawful. This renders any consideration of the acts in terms of fault *sensu stricto* largely irrelevant.

However, when it is determined that under specific circumstances the shareholders of a company who, acting as participants of a general meeting, adopted a defective resolution and abused their right to vote, such acts can then be deemed unlawful, and this is when it is possible to raise the issue of liability for damages where the provisions of Article 415 of the PCC and Article 416 of the PCC) apply with respect to the damage done.

Given the inherent difficulties in determining fault *sensu stricto* with respect to members of legal person's governing bodies, it may prove necessary to refer to the concept of fault without identifying the perpetrator by name (Pol. *wina bezimienna*). This should apply only in the case of factual presumptions as to the fault of a body of authority and with unlimited possibility for the legal person to rebut the same. Therefore, if in the light of all factual circumstances ascertained, shareholders / stockholders exercised their corporate powers and voted for defective resolution, it is only logical to conclude that either they were aware that the resolution might do damage once adopted or that they were not aware of that at all. In the latter case this could indicate that they did not demonstrate due diligence, and, hence, it is possible to argue that they were culpable without a recourse to examine the motivation behind each shareholder/stockholder. The company against legal action is brought could, however, bring up the circumstances indicating no fault of the shareholders / stockholders who voted in favour of a defective resolution.

The adoption of defective resolution in companies may cause tangible or intangible damage. The latter case occurs where the object of a defective resolution refers, most frequently in an indirect manner, to personal assets of certain persons (e.g. good name or reputation). This largely refers to resolutions that require a vote of approval or resolutions to recall persons from their functions. From the point of view of company operations, property damage resulting from defective resolutions are of supreme importance. Such damage can be in the form of a real loss (*damnum emergens*) or lost benefits (*lucrum cessans*).

The persons who are injured as a result of the adoption of a defective resolution depends on its subject matter. Some defective resolutions may cause negative consequences only to the shareholder / stockholder property. On other cases, a defective resolution may harm the company and its shareholders. Harm to the property of shareholders / stockholders may in this case be independent (i.e. separate from the damage suffered by the company) or be merely a reflection of the done to the company. This is quite an important consideration in view of the obligation to remedy the damage. In addition to that, the persons injured by defective resolutions may include company's creditors and members of the company's governing bodies.

In order to determine the scope of damage done by a defective resolution which needs to be remedied, the judgments which operate retroactively, as referred to in Articles 249 and 252, and in Articles 422 and 425 of the CCC, play a crucial role. If a certain person initially suffered property damage as a result of adoption and execution of a defective resolution, the subsequent elimination of the resolution from legal transactions may lead to redressing the damage largely because there is no legal basis for property transfers that have been effected. The amounts returned in respect of undue performance will reduce the value of damage done in connection with the adoption of a defective resolution.

Moreover, the obligation to remedy the damage done does not always cover its total scope. Pursuant to the provisions of Article 362 of the PCC, If an aggrieved party has contributed to damage arising or increasing, the obligation to remedy the damage is appropriately reduced according to the circumstances, and especially to the degree of both parties' fault. Given the fact that the CCC stipulates special manners of elimination of defective resolutions from legal transactions, it should be assumed that failure to use these

options by authorised persons may be a way to give rise or to increase the damage within the meaning of Article 362 of the PCC

The damage done in connection with the adoption of a defective resolution by a general meeting of shareholders / stockholders may come in the wake of its adoption or may well come as a result of its execution. In the latter case, the damage dies not come directly from the adoption of a defective resolution but from respecting the same by the company, which is manifested in its execution by the management board. The loss on property suffered by the aggrieved is a typical (albeit subsequent) consequence of adopting a defective resolution and as such falls under the obligation to remedy the damage, as stipulated in Article 361.1 of the PCC. The occurrence of intermediate links in a cause and effect chain does not exclude the existence of relevant causation link between the basic cause and effect.

The adoption and the existence of a defective resolution in legal transactions gives rise to a detriment in legally protected assets and also in the case where the detriment occurs as a result of the execution of a defective resolution by the company. In both cases the damage may constitute a normal effect of a defective resolution. However, the determination of the existence of a relevant causation link between the event that gives rise to damage and the damage itself will always require consideration of the circumstances of an individual case.

Given the fact that the provisions of the CCC stipulate special manners of eliminating defective resolutions from legal transactions, and court decisions which annul such resolutions and declare their invalidity acquire a constitutive nature, it is essential to analyse the relation between the declaration of invalidity of a resolution and its annulment on the one hand and the possibility to seek damages in respect of its adoption on the other.

In the light of the provisions of the CCC, the constitutive effect of a court decision under which a resolution is declared invalid or it is annulled cannot refer to the contradictory nature of a resolution relevant to the Act or good practice (or principles of community life). The law-making effect of such decisions should not be connected to the contradictions between a resolution and the Act or the principles of community life but solely to the effect of eliminating the resolution from legal transactions and to the legal consequences specified in Article 254.1 in connection with para 4 and Article 427.1 in connection with para 4 of the CCC (i.e. extended substantive validity). Following this approach, the constitutive power of a court decision to declare a resolution invalid or to annul the same means that until the

decision is issued, it is not possible to question – in relations between the company and its shareholders / stockholders and between the company and the members of its governing bodies – the existence of such a resolution in legal transactions (and, in particular, as the grounds for the services rendered). This does not mean that one cannot refer to the contradiction between a resolution and the Act or the principles of community life and to draw certain consequences thereon within the terms of reference of court proceedings for damages, for instance. The rulings of these proceedings do not refer exclusively to the resolution per se and its existence in legal transactions. Consequently, as a result of these rulings, defective resolutions are not declared invalid or are not annulled, as such can occur only in a manner specified in the CCC. The determination of a contradiction between the resolution and the Act or the principles of community life is effected solely for the purpose of passing judgment on liability for damages of the defendant, and the court decision does not include the extended substantive validity.

The provisions concerning elimination of defective resolutions from legal transactions do not modify general principles of liability for damages resulting from the provisions of the PCC. In other words, a declaration of invalidity of a resolution or its annulment is not an additional specific premise of liability for damages as a result of adopting a defective resolution, which constitutes an unlawful act. Whether a court which adjudicates on liability for damages in respect of adopting a defective resolution is bound by a previous court decision which declares the invalidity of a resolution or its annulment is an entirely separate matter. It should be assumed that the court which adjudicates on liability for damages in respect of adopting a defective resolution should, in principle, independently ascertain all the premises for such liability, including unlawfulness, for the needs of its ruling. Where parallel proceedings are conducted concerning the declaration of invalidity or annulment of the resolution the adoption of which is the grounds for the plaintiff to seek damages, the court may suspend such proceedings until the proceedings concerning the declaration of invalidity or annulment of a resolution end with a valid and enforceable decision (Article 177.1.1 of the Code of Civil Proceedings - CCP). Where a valid court decision concerning the declaration of invalidity or annulment of the resolution has been issued before the ruling of the proceedings concerning damages, the court is bound by the legal status resulting from the previous decisions (Article 365 of the CCP). Nevertheless, the scope of the subject matter of this reliance will depend on whether the court decision accepted or dismissed the action brought

by the plaintiff. A court decision to dismiss the action will be binding subject to the identity of the parties to both court proceedings. Where under the court decision a resolution is declared invalid or it is annulled, irrespective of the configuration of the parties, the court adjudicating on damages may not disregard the legal status resulting from this ruling.

5. Summary of other scientific/research achievements

My remaining publications fall into three distinct research areas:

1) structure and operations of commercial companies;

2) contract law;

3) other research areas.

Ad. 1. After obtaining my doctoral degree in legal sciences, I predominantly focused on the community of shares in a limited liability company, liabilities for obligations of a registered partnership prior to registration in the National Court Register, scope of freedom to act of shareholders in shaping company representation, the scope of similarities of contracts in the light of Article 15 of the CCC., resignation of a member of the management board in a limited liability company, scope of the provisions of Article 14.3 of the CCC., objection relating to the invalidity of a resolution in the light of Articles 252.4 and 425. 4 of the CCC., effects of challenging resolutions of general meetings of shareholders / stockholders concerning the distribution of profit and the nature of a court decision declaring the invalidity of resolutions of general meetings of shareholders/stockholders as well as acts in the interests of a company in the context of a group of companies with the State Treasury having a majority stake.

My monographic study entitled *Wspólność udziałów w spółce z ograniczoną odpowiedzialnością, [Community of Shares in a Limited Liability Company],* (Warsaw 2011, pp. 240) is based on my Ph.D. dissertation, listed in point 2 of the introduction. The book is a modified version of the dissertation and deals with a range of topic relating to the establishment and discontinuation of the community of share rights in a limited liability company and the principles of exercising share rights by joint holders of shares. This is the first monographic study of the subject matter in Polish literature.

The monograph rests on a key assumption that the membership relation established between the company and each shareholder comprises share rights, which in their essence

constitute the subjective right of the shareholder which is proprietary and alienable in nature as well as uniform and indivisible membership rights, which manifest voluntary affiliation of the subject – who is entitled to share rights – with a corporate structure; the latter are personal and unalienable in nature. Membership rights, which are formed as a result of establishing a corporate bond between an individual and a company determine the possibility of exercising all rights to which such a person is entitled. These membership rights are auxiliary to share rights which may be fully exercised in the company only by the subject who has membership rights. Share rights are established upon taking each individual share and continue until this share is not redeemed. It does not matter how many and which subjects have been entitled to this share during this term. Membership rights as a more "classic" form of subjective rights (i.e. rights which are closely related to the subject who is entitled to enjoy them) are not established upon taking shares but as an effect of establishing a membership relation between the company and a specific shareholder. These rights are not alienable, and they are always acquired by the subject that establishes a legal relationship based on membership. This has led to a conclusion that membership in the case of acquiring or taking shares in joint property does not include the joint holder of shares who does not express his/her will to participate in the company (i.e. he/she does not become its member) and to subject himself/herself to the principles of its operations as set out in the articles of association. In the case of joint holders of shares a situation may occur where share rights are actually shared by more than one subject, but membership itself is established only by a single person who is entitled to the subjective right of membership (the status of a shareholder) as well as a situation where membership relations are established jointly by several persons who are in an indivisible manner entitled to enjoy the status of a shareholder in the company. I have assumed that the community of shares in a limited liability company in the full meaning of the word occurs only in the latter case; consequently, the provisions of Article 184 of the CCC apply to this situation only. The provisions of this article refer to the execution of share rights through joint holders of shares. The possibility to exercise the rights under acquired or taken shares (including jointly held shares) us included in the subjective right of membership.

The monograph comprises three chapters, introduction, and conclusions. Chapter One contains an in-depth analysis of the notion and essence of a share in a limited liability company as the object of joint ownership. In Chapter Two I described various types of share ownership, i.e. ownership defined by shares and joint ownership. Within the terms of

reference of each type, I have considered such matters as establishment, essence, and legal nature as well as discontinuance of joint ownership of shares in a limited liability company. Chapter Three is devoted to exercising rights under jointly owned shares. The exercise of share rights in a company (including the scope of application of Article 184 of the CCC, and establishment and legal status of a common representative of joint holders of shares) and outside the company as well as the liability of joint holders of shares for the performance relating to the shares held.

In addition to the abovementioned monographic study, I have devoted a great deal of attention to matters relating to the structure and operations of commercial companies. This has been reflected in the commentary to the judicial decisions concerning the Code of Commercial Companies and Partnerships and in fourteen articles and annotations (glosses) which cover a broad canvas of detailed matters relating to the regulations contained in the Code of Commercial Companies and Partnerships. In my annotations to the judgment of the Supreme Court of 5 July 2007(II CSK 163/07, OSNC 2008/9/104), published in LEX/el 2010, I dealt with the stand presented in judicial decisions according to which the provisions of the CCC concerning the declaration of invalidity of resolutions also apply to resolutions adopted in breach of statutory procedural requirements inasmuch such a breach could have a significant impact on the substance of resolutions. While I approved of the headnotes from the functional point of view, I challenged its merits on the ground of currently binding provisions. I also questioned the distinction of provisions, which court decisions tend to demonstrate, and which regulate the manner of adopting resolutions into those which always, i.e. irrespective of the circumstances of each specific case are significant in terms of the substance of a regulation and those which depending on factual circumstances may be deemed as significant. I proposed the construction of the notion of contrariness of a regulation with respect to the law (Article 425 of the CCC) in the context of a provision which specifies the parties who have the right to bring an action to declare such contrariness (Article 422 of the CCC). In Article 422 of the CCC the legislator indicated such breaches of the provisions concerning the procedure of adopting resolutions which are only the grounds to bring an action for annulment of a resolution or declaration of its invalidity, subject to specific premises. These should not be treated *per se* as causes of the invalidity of a resolution.

In the annotations to the decision of the Supreme Court of 3 December 2009 (II CSK 273/09, LEX No. 551106), published in *Gdańskie Studia Prawnicze* 2010, No. 3/4, pp. 81-92,

I approved of the headnotes of the Supreme Court and provided additional argumentation in favour. Under these headnotes stocks as well as shares acquired by a spouse from the funds that come from the conjugal property of husband and wife become part and parcel of this property, and only the spouse who is a party to the transaction to acquire shares becomes a shareholder. In article entitled "Zakres swobody wspólników w kształtowaniu sposobu reprezentacji spółki handlowej" [Scope of freedom of shareholders in shaping the manner of representation in a commercial company], published in *PPH* 2011, No. 5, pp. 55-58, I presented my stand on the possibility to differentiate the manner of representation in commercial companies (single-person representation or joint representation) depending on the type and value of legal acts performed by the company. I opposed to such interpretation of the provisions of the CCC concerning the principles of representation of companies and partnerships which admits single person or joint representation as effective towards third parties only to certain types of legal acts and not to the general competence relating to representation.

Controversies concerning the provisions of Article 25^1.2 of the CCC. gave rise to the subject matter of my article entitled "Wątpliwości związane z regulacją kodeksu spółek handlowych dotyczącą odpowiedzialności za zobowiązania spółki jawnej powstałe przez wpisem do rejestru" [Doubts over the provision of the CCC concerning liability for obligations of a registered partnership arising prior to its registration], published in *Prawo handlowe po przystąpieniu Polski do Unii Europejskiej [Commercial Law after Poland's Accession to the EUJ*,eds. W. J. Katner and U. Promińska, Warsaw 2010, pp. 75-83). an in-depth analysis of said provision led me to conclude that the binding laws hamper the adoption of a uniform and transparent construction with respect to liability for obligations arising prior to the registration of a registered partnership. I also provided possible solutions to the matter in question.

In the annotations to the resolution of the Supreme Court of 22 October 2010 (III CZP 69/10, OSNC 2011/5/54), published in *Glosa* 2012, No. 1, pp. 43-48, which I prepared together with dr. Adrian Niewęgłowski, we raised doubts concerning the proposition under which a contract for the sale of perpetual usufruct of land and ownership rights to the buildings located thereon as concluded between a company and its commercial representative as the buyer , and in which the selling price was substantially reduced, is "other similar agreement" within the meaning of Article 15.1 of the CCC. We indicated that in view of the

principles under which agreements are classified, the use of the phrase "sales with the selling price substantially reduced" is rather inadequate, since it suggests a feature of an agreement which the similarity to the contracts specified in Article 15 of the CCC is based on.

My annotations to the judgment of the Supreme Court 4 December 2009 (III CSK 85/09, OSNC 2010/7-8/113), published in *Glosa* 2011, No. 3, pp. 54-65, were devoted to the effects of the death of a shareholder disclosed in the share register on the principles of convening the general assembly of shareholders. I offered my critique to the proposition of the Supreme Court according to which the entry in the share register has purely evidentiary significance. I presented arguments which, in my view, undermine the stand of the Supreme Court on the matter in question. I also assumed that in the light of the provisions of the CCC the death of a shareholder as well as the fact of redemption of shares by way of *inter vivos* act does not exert any direct influence on corporate relations within the company. This requires an additional element in the form of a request of the buyers of shares addressed to the company for their registration in the share register. And since such an entry can be effected by the company exclusively at the request of the person entitled, the applicant must demonstrate his/her rights to the company. Pursuant to the provisions of Article 1027 of the PCC, in the case of heirs of the shareholder, it is possible exclusively by means of a court declaration of succession or a registered notarial deed of succession certification.

In the article entitled "Składanie rezygnacji przez członków zarządu spółki z o.o."[Filing letters of resignation by members of the management board of a limited liability company], published in *PPH* 2012, No. 7, pp. 18-25, I presented my stand on a largely controversial issue of the doctrine and in judicial decisions, i.e. the entities authorised to passive representation in a limited liability company (authorisation to accept declarations of will) with respect to resignation of board members. I assumed that the general principle resulting from Article 205.2 of the CCC should apply in such cases indicating the legal nature and the essence of resignation as a unilateral declaration of will which does not require acceptance.

In the article entitled "Zakaz rozszerzającej wykładni wyjątków na przykładzie regulacji Artykułu 14 § 3 k.s.h." [Ban on extensive interpretation of exceptions on the basis of the provisions of Article 14.3 of the CCC], published in *Profesor Stefan Buczkowski*, Libri Iuristarum Lublinensium, Vol. 2, Lublin 2012, pp. 122-134) I elaborated on mutual relations

between a principle of interpretation *exceptiones non sunt excendendae* and the institution of the law avoidance. I presented my comments against the background of then binding provisions of Article 14.3 of the CCC. I argued that by making the right delimitation of the matter in question one needs to bear in mind that the principles of interpretation are used to decode legal norms *in abstracto*, while the sanction stipulated in Article 58.1 of the PCC applies *in concreto*. It follows that you cannot classify a given act as law avoidance solely on the basis of its substance and the effect it objectively causes while at the same time completely disregarding the idea of purpose and the intent of the parties concerned. Too broad a definition of a legal act aimed at law avoidance may actually lead to the extensive interpretation of provisions on exceptions.

My comments contained in the article entitled "Zarzut nieważności uchwały w świetle Artykułu 252 § 4 i 425 § 4 k.s.h." [Invalidity of resolution in the light of Articles 252.4 and 425.4 of the CCC], published in *Kodeks spółek handlowych po 10 latach*, Wrocław 2013, pp. 196 - 202, contain the scope of the term "objection that the resolution is invalid" as referred to in Articles 252.4 and 425.4 of the CCC. I argued that the construction of norms resulting from these regulations should be made on the assumption that they are somewhat a compromise between the pursuit of stability of corporate relations (to endure security of legal transactions) and the consequences of absolute invalidity of a legal act in its "classic" definition. I stated that restricting the notion of "objection", as referred to in the cited provisions, to a defence in the hands of a defendant cannot be justified. I argued that the objection that the resolution is invalid is better seen as a measure used to seek the rights to which a given subject is entitled, i.e. as the basis of assertions and demands raised in relevant proceedings. The objection concerning the invalidity of the resolution (raised by the petitioner or by the defendant) does not lead to the issuance of judgment concerning the resolution itself, since the court which considers the matter examines the question of invalidity solely for the purpose of the proceedings which are already underway (as a preliminary matter), and which refer to other claims than the declaration of invalidity of the resolution. By the same token, I assumed that the objection concerning the invalidity of the resolution may be raised by anybody (and not only by those who have the right of action) and at any time, including thatbefore the lapse of the terms specified for an action against the resolution in a manner stipulated in Articles 252 and 425 of the CCC.

In the article entitled "Wybrane problemy związane ze skutkami zaskarżania uchwał zgromadzeń spółek kapitałowych w przedmiocie podziału zysku" [Selected matters relating to the effects of challenging resolutions of general meetings of companies on the distribution of profits],co-authored with professor Andrzej Kidyba and published in *PPH* 2013, No. 11, pp. 11-16), we addressed the consequences of questioning the correctness of adopting resolutions on the distribution of profits in a company for the shareholders, the company itself, and for the members of its governing bodies responsible for the execution of the challenged resolution. We argued that merely challenging the resolution on the division and distribution of profits is not tantamount to the suspension of its effects. Therefore the company's management board must take a decision as to whether or not to enforce the resolution despite doubts concerning its compliance with the law. Suspension of the execution of the resolution on the distribution of profits in favour of shareholders until the court issues its judgment on the action to declare the resolution invalid is linked to the necessity of paying the dividend along with penalty interest on any delay in affecting such payments, assuming that the court's stand on the matter of contrariness of the resolution with respect to the law is not the same as that of the management board and assuming that the court dismisses the action. On the other hand, by paying out the dividend, the management board exposes itself to liability stipulated in Articles 198 and 350 of the CCC in a situation where the resolution concerning the division and distribution of profits will become finally declared.

We proposed a possible solution of this dilemma, i.e. an immediate request by the person who brings an action for the declaration of invalidity of the resolution to secure the same by the issuance – in the manner stipulated in Article 730 et. seq. of the Code of Civil Proceedings – of a court decision imposing on the company a ban on the execution of the challenged resolution until a valid and enforceable decision of the court is issued. We also argued that if the court grants the security sought, the claims of the shareholders for the payment of the dividend under the challenged resolution will not fall due until the judgment concerning the declaration of invalidity of the resolution is valid and enforceable (even when the date for the repayment of the dividend indicated in the challenged resolution elapses). Consequently, there will be no grounds on which to seek interest on the dividend for the period in which the security was valid if the court decided to dismiss the action.

The matters discussed in the aforementioned article were also discussed in another article of my authorship entitled "Dochodzenie roszczeń powstających w związku z

wyeliminowaniem z obrotu wadliwych uchwał zgromadzeń spółek kapitałowych" [Enforcing claims resulting from the elimination of defective resolutions of general meetings from legal transactions], published in *PPH* 2014, No. 3, pp. 10-17). I addressed the consequences which in the context of enforcing claims following the annulment or declaration of invalidity of a resolution of the general meeting of shareholders/stockholders are triggered by the stand of 7 judges of the Supreme Court in their resolution of 18 September 2013 (III CZP 13/13, OSNC 2014/3/23) on the legal nature of judgments which eliminate defective resolutions of general meetings from legal transactions. I argued that the system of challenging resolutions under which the elimination of a defective resolution is effective retroactively upon the coming into force and effect of the judgment (affecting the company, its all shareholders, and members of the governing bodies) gives rise to specific consequences. These refer to asserting claims arising as a result (e.g. for damages or restitution damages). I asserted that these claims, which refer to legal acts to which consequential rules disapply with a court judgment effective *ex tunc*, can be the object of a separate process instituted upon the application of sanctions, and this is of key importance to determining the moment which they fall due. Moreover, this also has an effect on the classification of payments made under a defective resolution from the point of view of the conditions (łac. *condictiones*) listed in Article 410.2 of the PCC, i.e. cases which give rise to claims for the return of undue performance. Given the constitutive nature of a court judgment which eliminates a defective resolution of the general meeting, under which performance was rendered, the analysed case should be classified as *conditio causa finita.*

In the annotations to the resolution of 7 judges of the Supreme Court of 18 September 2013 (III CZP. 13/13, OSNC 2014/3/23), drafted in cooperation with professor Andrzej Kidyba and published in *Monitor Prawa Handlowego* 2014, No. 1 (pp. 38-43), I raised some doubts concerning the stand of the Supreme Court under which the judgment declaring invalidity of a resolution which stands in contradiction to the law is constitutive in nature. I indicated possible consequences of such a ruling which are undesirable from the point of view of certainty and security of legal transactions.

The article entitled "Działanie w interesie spółki w kontekście podmiotów należących do grupy kontrolowanej przez Skarb państwa" [Acting in the interest of the company in the context of entities which belong to a group of companies with the State Treasury having a majority stake], published in *Skarb Państwa a działalność gospodarcza*, ed. A, Kidyba, Warsaw 2014, pp. 45-56) was devoted to a highly controversial issue of relations between the

order for the members of the governing bodies of a joint stock company to act in its interest and the fact that this company is a member of a holding. I narrowed down my focus to holding company structures controlled by the State Treasury. I argued that in order to properly determine the interest of the company which is directly or indirectly dependent on the State Treasury, one should consider the legal and economic environment in which a given company operates, including the relations among the group of companies for which a uniform and long-term economic strategy is executed.

The book entitled *Kodeks spółek handlowych. Wybór orzecznictwa* [*Code of Commercial Companies and Partnerships. Selection of Judgments*] (Warsaw 2015, pp. 1200), offers a review of a wealth of judicial decisions made on the basis of the provisions of the CCC. The book contains a substantial database of commentaries of the Supreme Court, common courts and administrative courts in matters that are of particular import to the construction of the provisions of contract law. The book contains carefully selected judgments and substantiations of judgments to disclose the dominant trend in taking judicial decisions on a given matter offering at the same time a possibility to see the arguments used in the decisions that depart from the dominant line of construing law. I annotated the judgments presented under individual legal provisions and classified them accordingly offering my own argumentation to reinforce the decisions which I subscribe to and to raise some doubts with respect to those which, in my view, are subject to a wider debate.

Other studies and research within the terms of reference of this research area referred also to drafting some regulatory proposals relating to so called general part of commercial law in view of the new draft of the civil code. These proposals concerned resolutions taken by collective bodies of authority of legal persons ("Regulacja uchwał w Projekcie Księgi pierwszej nowego Kodeksu cywilnego w kontekście uchwał organów spółek kapitałowych" (in) *Instytucje prawa handlowego w nowym kodeksie cywilnym*, eds. T. Mróz and M. Stec, Warsaw 2012, pp. 609 - 623).

The article entitled "Dyrektywa Parlamentu Europejskiego i Rady w sprawie poprawy równowagi płci wśród dyrektorów niewykonawczych spółek, których akcje są notowane na giełdzie i odnośnych środków- analiza projektu", co-authored with professor Andrzej Kidyba and published in *PPH* 2013, No. 3, pp. 4-10), offered a critical review of the proposed EU regulation concerning so called parity in supervisory bodies of public limited companies.

Ad. 2 My second area of research focused largely on commercial agreements, including those which are regulated in the Code of Civil Law (supply contracts) and those which are not regulated in the Code (barter agreements, franchising agreements, bank loan contracts, consumer credits, contracts concluded in view of privatisation such as the enterprise transfer for use agreements and the enterprise sales agreements, managerial contracts, contracts for website positioning and tourist services contracts), as well as the effects of withdrawing from contracts under the provisions of the PCC and in the light of the Principles of the European Contract Law (PECL).

Commercial contracts are the subject matter of nine chapters (including one co-authored with professor Katarzyna Kopaczyńska- Pieczniak) of a monograph entitled *Pozakodeksowe umowy handlowe*, ed. A. Kidyba, (Warsaw 2013, pp. 31-55, 81-131, 484-496, 557-581, 798-814, 891-924, 1083-1138, and 1212-1240) as well as one chapter in a monograph entitled *Kodeksowe umowy handlowe*, ed. A. Kidyba (Warsaw 2014, pp. 48-64). Largely for practical purposes, I have drafted sample contracts including barter agreements, franchising agreements, bank loan contracts, consumer credits, contracts concluded in view of privatisation such as the enterprise transfer for use agreements and the enterprise sales agreements, managerial contracts, contracts for website positioning and tourist services contracts along with annotations and judicial decisions referring thereto. They appeared in print in *Umowy w obrocie gospodarczym. Wzory komentarze. Orzecznictwo*, ed. A. Kidyba (Warsaw 2015, pp. 48-63, 263-318, 490-502, 525-548, 696-704, 740-758, 823-842, and 926-945).

In the article entitled "Skutki odstąpienia od umowy w Kodeksie cywilnym oraz w świetle zasad Europejskiego Prawa Kontraktów (PECL)", co-authored with dr Agnieszka Goldiszewicz, and published in *Wpływ europeizacji prawa na instytucje prawa handlowego,* ed. J. Kruczalak - Jankowska (Warsaw 2013, pp. 296-310), I elaborated on legal regulations concerning the withdrawal from the contract, as regulated in the PCC and in the Principles of the European Contract Law (PECL). We focused on legal consequences of contract termination following such withdrawals. We also analysed a controversial issue of the admissibility of withdrawing from the contract and claiming contractual penalties as well as the effects of withdrawing from a contract on the grounds of liens and encumbrances. As regards the latter issue, we questioned the dominant line of court decisions which assumes a

distinction between liens and encumbrances depending on the movable or immovable object of the contract.

Ad. 3. I also pursued my research interests in a broad canvas of topics which go beyond the operations of commercial companies and partnerships and civil law agreements.

In the article entitled "Skutki braku kontrasygnaty skarbnika gminy na tle sankcji wadliwych czynności prawnych" , published in *PPH* 2013, No. 9, pp. 47-52) I discussed the specific nature of sanctions for the breach of the provisions of Article 46.3 of the Act of 8 March 1990 on the Local Government of Gminas *(Dziennik Ustaw* of 1990, No. 16, item 95, as amended – hereinafter referred to as the ALG). Said provisions refer to the mandatory countersignature of the gmina treasurer for the legal acts of the gmina that may give rise to pecuniary liabilities. I argued that the matter in question refers to a legal institution known in the doctrine as *conditio iuris*, and in the case discussed this is reserved solely to determine the effects of a legal act, and not its validity. I analysed the provisions of contained in Article 46 of the ALG in terms of the concept of ineffectiveness of legal acts within the terms of reference of civil law, and concluded that this provision refers to a sanction of ineffectiveness which is only similar to suspended frustration. As in the case where there is no third party consent (Article 63 of the PCC), lack of countersignature of the gmina treasurer is not tantamount to the exclusion of the binding relation of the parties under their declarations of will. However, contrary to the notion of suspended frustration, refusal to countersign on the part of the gmina treasurer does not cause absolute ineffectiveness of a legal act, since the provisions of Article 46.4 of the ALG apply. These provisions stipulate that the countersignature can be effected upon a written order of the superior addressed to the treasurer who originally refused to do so.

I am also the author of two chapters in *Meritum. Prawo spółek*, ed. A. Kidyba (published in subsequent impressions: Warsaw 2007, pp. 167-214, Warsaw 2013, pp. 229-279, and Warsaw 2014, pp. 231-281) where I discussed the principles of operations of entrepreneurs in legal transactions, i.e. commercial representation, and the National Court Register. I analysed the provisions of Article 109^1 et seq. of the PCC and the Act of 20 August 1997 on the National Court Register (*Dziennik Ustaw* of 1997, No. 121, item 769) along with executory provisions thereto.

In addition to the above, I co-authored an article with dr. Joanna Sitko entitled "Stalking na tle prawa karnego i cywilnego" [Stalking in civil and criminal law regulations] published in *Dobra osobiste XXI wieku,* ed. J. Balcarczyk (Warsaw 2012, pp. 521-539) where I focused on civil law protection against the infringement of personal interests as a result of conduct described in Article 190a of the Criminal Code as *stalking*. I argued that lack of the definition of stalking in civil law provisions as well as any regulations relating directly to the protection of victims of stalkers does not mean that this is a transparent phenomenon on the grounds of civil law regulations. In such cases provisions concerning infringements of personal interests (Article 23 of the PCC) as well as liability in tort (Article 415 et seq. of the PCC) may apply, and this is analysed in depth in this article.

Appendix 4 and 5 contains the list of scholarly works or independent studies published and information on achievements in teaching, scientific cooperation and popularization of arts and sciences.

Lublin, 21 April 2016 .....