

| BIBLIOGRAPHY |

1. General bibliography

- (Von) Bar, C and Clive, E (2009) *Draft Common Frame of Reference (DCFR) – Full Edition*, Munich: Sellier.
- Arndts, K L (1868) *Lehrbuch der Pandekten 6th*, München: Cotta.
- Baaij, J, Cabrelli, D and Macgregor, L (eds) (2020) *Interpretation of Commercial Contracts in European Private Law*, Cambridge, Antwerp, Chicago: Intersentia, <https://doi.org/10.1017/9781839700859>.
- Baudouin, J-L and Jobin, P-G and Vézina, N (2013) *Les obligations 7th*, Cowansville (Québec): Éditions Yvon Blais.
- Garner, B A (ed) (2009) *Black's Law Dictionary 9th*, St. Paul (USA): Thomson West.
- Canaris, C W (2000) ‘Wandlungen des Schuldvertragsrecht-Tendenzen zu seiner „Materialisierung”’, *Archiv für die civilistische Praxis*, No. 200, pp. 273–364.
- Cannarsa, M (2018) ‘Interpretation of Contracts and Smart Contracts: Smart Interpretation or Interpretation of Smart Contracts?’, *European Review of Private Law*, Vol. 26, No. 6, pp. 773–785, <https://doi.org/10.54648/ERPL2018054>.
- Collins, H (1993) *The Law of Contract 2nd*, London: Butterworths.
- Collins, H (1999) *Regulating Contracts*, Oxford: Oxford University Press.
- Cordero-Moss, G (ed.) (2011) *Boilerplate Clauses, International Commercial Contracts and the Applicable Law*, Cambridge: Cambridge University Press, <https://doi.org/10.1017/CBO9780511667503>.
- COVID-19 – Consumer Law Research Group (2020) ‘Consumer Law and Policy Relating to Change of Circumstances Due to the COVID-19 Pandemic’, *Journal of Consumer Policy*, Vol. 43, No. 3, pp. 437–450, <https://doi.org/10.1007/s10603-020-09463-z>.
- Đurović, M and Janssen, J (2018) ‘The Formation of Blockchain-based Smart Contracts in the Light of Contract Law’, *European Review of Private Law*, Vol. 26, No. 6, pp. 753–771, <https://doi.org/10.54648/ERPL2018053>.
- Flume, W (1965) *Allgemeiner Teil des Bürgerlichen Rechts. Zweiter Band: Das Rechtsgeschäft*, Springer-Verlag.
- Fried, C (1981) *Contract as Promise: A Theory of Contractual Obligation*, Cambridge (Massachusetts, USA) London: Harvard University Press.
- Goetz, C J and Scott, R E (1980) ‘Enforcing Promises. An Examination of Basis of Contract’, *Yale Law Journal*, Vol. 89, No. 7, pp. 1261–1322, <https://doi.org/10.2307/795967>.
- Halsbury’s Laws of England (2022) LexisNexis (online), <https://www.lexisnexis.co.uk/legal/commentary/halsburys-laws-of-england>.
- Heyrovský, L (1910) *Dějiny a system soukromého práva římského* [History and System of Roman Private Law] 4th, Prague: Jan Otto.

BIBLIOGRAPHY

- Hirsch, A J (2014) 'Formalizing Gratuitous and Contractual Transfers: A Situational Theory', *Washington University Law Review*, Vol. 91, No. 4, pp. 797–865.
- Holmes, O W (1991) *The Common Law*, New York: Dover Publications Ltd.
- Horváth, P (1979) *Bevezetés az összehasonlító jogtörténet alapelemeibe* [Introduction to the Basic Elements of Comparative Legal History], Budapest: Közgazdasági és Jogi Könyvkiadó.
- Izdebski, H (1996) 'General Survey of Developments in Eastern Europe in the Field of Civil Law' in Ginsburgs, G, Barry, D D and Simons, W B (eds) *The Revival of Private Law in Central and Eastern Europe. Essays in Honour of FJ. M. Feldbrugge*, The Hague: Martinus Nijhoff, pp. 3–14.
- Jhering, R von (1858) 'Mitwirkung für fremde Rechtsgeschäfte', *Jahrbücher für die Dogmatik des heutigen römischen und deutschen Privatrechts*, No. 2, pp. 67–180.
- Jones, G and Goodhart, W (1996) *Specific Performance* 2nd, London: Butterworths.
- Kessler, F (1943) 'Contracts of Adhesion – Some Thoughts about Freedom of Contract', *Columbia Law Review*, Vol. 43, No. 5, pp. 629–642, <https://doi.org/10.2307/1117230>.
- Kletečka, A, Schauer, M et al. (2022) *ABGB-ON – Kommentar zum Allgemeinen bürgerlichen Gesetzbuch*, Wien: Manz (rdb.at).
- Kötz, H (2017) *European Contract Law* 2nd, Oxford: Oxford University Press, <https://doi.org/10.1093/oso/9780198800040.001.0001>.
- Kronman, A T (1981) 'Review: A New Champion for the Will Theory', *The Yale Law Journal*, Vol. 91, No 2, pp. 404–423, <https://doi.org/10.2307/796020>.
- Kull, A (1992) 'Reconsidering Gratuitous Promises', *The Journal of Legal Studies*, Vol. 21, No. 1, pp. 39–65, <https://doi.org/10.1086/467899>.
- Linzer, P (1981) 'On the Amorality of Contract Remedies – Efficiency, Equity, and the Second Restatement', *Columbia Law Review*, Vol. 81, pp. 111–139, <https://doi.org/10.2307/1122187>.
- Llewellyn, K N (1931) 'What Price Contract? An Essay in Perspective', *Yale Law Journal*, Vol. 40, No. 5, pp. 704–751, <https://doi.org/10.2307/790659>.
- Macneil, I R (1982) 'Efficient Breach of the Contract: Circles in the Sky', *Virginia Law Review*, No. 68, pp. 947–969, <https://doi.org/10.2307/1072886>.
- Mousakaris, G (2012) *Fundamentals of Roman Private Law*, Berlin: Springer Berlin Heidelberg, <https://doi.org/10.1007/978-3-642-29311-5>.
- Niglia, L (2003) *Transformation of Contract in Europe*, Hague: Kluwer Law International. *Principles of European Contract Law*, https://www.trans-lex.org/400200/_/pecl/.
- Raber, F (1989) 'The Contractual Prohibition of Assignment in Austrian Law', *Notre Dame Law Review*, Vol. 64, No. 2, pp. 171–199.
- Raiser, L (1958) 'Vertragsfreiheit heute', *JuristenZeitung*, Vol. 13, No. 1, pp. 1–8.
- Rakoff, T D (1983) 'Contracts of Adhesion: An Essay in Reconstruction', *Harvard Law Review*, Vol. 96, No. 6, pp. 1173–1284, <https://doi.org/10.2307/1341009>.
- Ranieri, F (2009) *Europäisches Obligationenrecht* 3rd, Wien: SpringerWinNewYork, <https://doi.org/10.1007/978-3-211-89374-6>.

BIBLIOGRAPHY

- Santamaria, E (2020) *Limits to the Validity of Contracts on Human Tissue in Italy, England and the EU: A Comparative Analysis*, Groningen: University of Groningen, <https://doi.org/10.33612/diss.122733643>.
- Scalise, R J Jr (2016) 'Classifying and Clarifying Contracts', *Louisiana Law Review*, Vol. 76, No. 4, pp. 1063–1107.
- Schäfer, H-B and Ott, C (2005) *Lehrbuch der ökonomischen Analyse des Zivilrechts* 4th, Berlin: Aufl. Springer.
- Schulte-Nolke, H, Twigg-Flesner, C and Ebers, M (eds) (2007) *EC Consumer Law Compendium – Comparative Analysis*, Bielefeld: Universität Bielefeld, http://ec.europa.eu/consumers/archive/cons_int/safe_shop/acquis/comp_analysis_en.pdf.
- Sobczyk, M (2012) 'Rzymcka koncepcja darowizny na wypadek śmierciw komentarzu Paulusa do lex Iulia et Papia (D. 39.6.35.2–3)' [The Roman Concept of Donation in the Event of Death in Paulus' Commentary on Lex Iulia et Papia (D. 39.6.35.2-3)], *Studia Iuridica Toruniensa*, Vol. X, <https://doi.org/10.12775/SIT.2012.003>.
- Spencer, J R (1973) 'Signature, Consent and the Rule in L'Estrange v Graucob', *Cambridge Law Journal*, Vol. 104, pp. 108–113, <https://doi.org/10.1017/S0008197300090255>.
- Stoyanov, D (2017) 'Supranational Attempts for Harmonization of the Anti-Assignment Clause, Current Issues in Law and Beyond on EU Level', *Proceedings of the Second Edition of the International Conference*, No. 6, <http://dx.doi.org/10.2139/ssrn.3128167>.
- Teeven, K M (2004) 'A Legal History of Binding Gratuitous Promises at Common Law: Justifiable Reliance and Moral Obligation', *Duquesne Law Review*, Vol. 43, No 4, pp. 11–90.
- Trebilcock, M J (1997) *The Limits of Freedom of Contract*, Cambridge (Massachusetts USA): Harvard University Press.
- Treitel, G H and Peel, A (2011) *The Law of Contract* 13th, London: Sweet & Maxwell.
- Unberath, H (2003) *Transferred Loss. Claiming Third Party Loss in Contract Law*, Oxford, Portland: Hart Publishing.
- Van Caenegem, R C (2004) *European Law in the Past and the Future. Unity and Diversity over Two Millennia*, Cambridge: Cambridge University Press.
- Vivante, C (1934) *Principii de drept comercial* [Principles of Commercial Law], Bucureşti: Cartea Românească.
- Wolf, S M (1987) 'Enforcing Surrogate Motherhood Agreements: The Trouble with Specific Performance', *Journal of Human Rights*, Vol. 4, Issue 2, pp. 375–412.
- Zimmermann, R (1990; 1992) *The Law of Obligations – Roman Foundation of the Civilian Tradition*, Cape Town: Juta.
- Zimmermann, R (1996) *The Law of Obligations – Roman Foundation of the Civilian Tradition*, Oxford: Oxford University Press.
- Zimmermann, R and Whittaker, S (2000) *Good Faith in European Contract Law*, Cambridge: Cambridge University Press.
- Zweigert, K and Kötz, H (1998) *Introduction to Comparative Law* 3rd, Oxford: Clarendon Press.

2. The Czech Republic

- Balarin, J (2014) 'The Principle of Legitimate Expectations in the New Czech Civil Code', *ELTE Law Journal*, No. 2, pp. 31–39.
- Balliu, A (2021) 'Postoupení pohledávky v rozporu se smluvním zákazem' [Assignment of Claim Contrary to Contractual Prohibition], *Právní rozhledy*, Vol. 29, No. 11, pp. 381–391.
- Bezouška, P (2015a) 'Ochranný účel smlouvy jako prostředek omezení příčinné souvislosti, aneb je stále důležitá předvídatelnost škody?' [The Protective Purpose of the Contract as a Means of Limiting Causation, or Is Foreseeability of Damage Still Important?], *Právní rozhledy*, Vol. 23, No. 22, pp. 763–766.
- Bezouška, P (2015b) 'Smluvní zákaz postoupení pohledávky (*pactum de non cedendo*)' [Contractual Prohibition of Assignment of Claim (*pactum de non cedendo*)], *Právní rozhledy*, Vol. 23, No. 11, pp. 381–390.
- Falada, D (2009) 'Codification of private law in the Czech Republic', *Fundamina. A Journal of Legal History*, Vol. 15, No. 1, pp. 38–68.
- Gandolfi, G et al. (2001) *Code européen des Contrats. Avantprojet*, Milano: Giuffré editore.
- Glos, G E (1985) 'The Czechoslovak Civil Code of 1964 and Its 1982 Amendment Within the Framework of Czechoslovak Civil Law', *New York Law School Journal of International and Comparative Law*, Vol. 6, No. 2, pp. 215–273.
- Hadamčík, L. (2020) 'K nepromlčitelnosti práva vypovědět závazek ve světle rozsudku Nejvyššího soudu' [Limitation of the Right to Terminate an Obligation in the Light of the Supreme Court's Judgement], *Právní rozhledy*, Vol. 28, No. 17, pp. 590–594.
- Herc, T (2009) 'Soudní ochrana pronajímatelů ve věcech regulace nájemného' [Court Protection of Landlords in Matters of Rent Regulation], *Právní rozhledy*, Vol. 17, No. 17, pp. 601–611.
- Hrádek, J (2014) 'Regulation of Liability for Damage in the New Czech Civil Code', *ELTE Law Journal*, No. 2, pp. 223–232.
- Hulmák, M (2020) *Kontrola cenových ujednání ve spotřebitelských smlouvách* [Control of Price Arrangements in Consumer Contracts], Praha: C. H. Beck.
- Hulmák, M et al. (2014) *Občanský zákoník V Závazkové právo. Obecná část (§ 1721–2054)* [Civil Code V. Law of Obligations. General part (§ 1721–2054)] 1st, Praha: C. H. Beck.
- Hulmák, M et al. (2022) *Občanský zákoník V Závazkové právo. Obecná část (§ 1721–2054)* [Civil Code V. Law of Obligations. General part (§ 1721–2054)] 2nd, Praha: C. H. Beck (in print).
- Janoušková, A (2021) *Náhrada škody při porušení smluvní a mimosmluvní povinnosti v občanském právu* [Damage Compensation for Breach of Contractual and Non-Contractual Obligations in Civil Law], Praha: Wolters Kluwer.
- Jurčová, M (2018) in Jurčová, M et al. *Jednotný systém nesplnenia a prostriedkov nápravy. Návrh konceptie a pravidiel (ustanovení) budúcej právnej úpravy* [Uniform System of Default and Remedies. Draft Concept and Rules (Provisions) of Future Legislation], Praha: Leges.

- Kindl, J and Koudelka, M (2017) *Zákon o významné tržní síle. Komentář* [Significant Market Power Act. Commentary] 1st, Praha: C. H. Beck.
- Knapp, V (1955) *Splnění závazků a jiné způsoby jejich zániku* [Fulfillment of Obligations and Other Methods of Their Termination], Praha: Nakladatelství Československé akademie věd.
- Knapp, V (1957) 'O důvodu vzniku závazků a o jejich kause' [About the Reason for the Emergence of Obligations and Their Cause], *Stát a právo*, Vol. IV, Praha: Nakladatelství ČSAV, pp. 44–60.
- Knapp, V and Luby, Š (1974) *Československé občianske právo* [Czechoslovak Civil Law], Vol. I, Bratislava: Obzor.
- Kotásek, J (2016) 'Doložka úplnosti a její limity' [Completeness Clause and Its Limits], *Právní rozhledy*, Vol. 24, No. 21, pp. 725–732.
- Králík, M and Lavický, P (2012) *Doložka rebus sic stantibus* [The *Rebus Sic Stantibus* Clause], http://www.ipravnik.cz/cz/clanky/art_8888/dolozka-rebus-sic-stantibus.aspx.
- Kuklík, J and Skřejpková, P (2019) 'Frost Comes Out of the Kremlin: Changes in Property Law and the Adoption of the Civil Code in 1950', *Právněhistorické studie*, Vol. 49, No. 2, pp. 10–19, <https://doi.org/10.14712/2464689X.2019.28>.
- Kuloglija Podivínová, M (2012) 'Od dohody o nájemném po jeho soudní a zákonnou regulaci' [From the Rental Agreement to Its Judicial and Legal Regulation], *Právní rozhledy*, Vol. 20, Nos 13–14, pp. 494–499.
- Lavický, P et al. (2014) *Občanský zákoník I Obecná část (§ 1–654)* [Civil Code I. General Part (§ 1–654)], Vol. I, 1st, Praha: C. H. Beck.
- Lavický, P et al. (2022) *Občanský zákoník I Obecná část (§ 1–654)* [Civil Code I. General Part (§ 1–654)], Vol. I, 2nd, Praha: C. H. Beck.
- Melzer, F and Tégl, P (eds) (2014) *Občanský zákoník – velký komentář. § 419–654* [Civil Code – Great Commentary. § 419–654], Vol. III, 1st, Praha: Leges.
- Melzer, F and Tégl, P (eds) (2018) *Občanský zákoník – velký komentář. § 2894–3081* [Civil Code – Great Commentary. § 2894–3081] Vol. IX, 1st, Praha: Leges.
- Melzerová, L (2018) *Vliv změny poměrů na trvání závazků* [The Effect of Changes in Conditions on the Duration of Obligations] (dissertation) <https://theses.cz/id/zwbrdg/>.
- Novotná, M (2018) in Jurčová, M et al. *Jednotný systém nesplnenia a prostriedkov nápravy. Návrh komceptie a pravidiel (ustanovení) budúcej právnej úpravy* [Uniform System of Default and Remedies. Draft Concept and Rules (Provisions) of Future Legislation], Praha: Leges.
- Petrov, J, Výtisk, J, and Beran, V (eds) (2019) *Občanský zákoník. Komentář* [Civil Code. Commentary] 2nd, Praha: C. H. Beck.
- Remeš, J (2016) 'Zákaz postoupení pohledávky v právu hmotném a procesním' [Prohibition of Assignment of Claim in Substantive and Procedural Law], *Právní rozhledy*, Vol. 24, No. 2, pp. 39–45.
- Rudzinski, A W (1965) 'New Communist Civil Codes of Czechoslovakia and Poland: A General Appraisal', *Indiana Law Journal*, Vol. 41, No. 1, pp. 33–68.

- Sedláček, J (1924) *Obligační právo. Obecné nauky o právních jednáních obligačních a o splnění závazků* [Law of Obligations. General Theory of Juridical Acts of Obligation and the Fulfillment of Obligations], Brno: Akademický spolek „Právník“.
- Šilhán, J (2014) ‘§ 1914 (Řádné a vadné plnění)’ [§ 1914 (Proper and Defective Performance)] in Hulmák, M et al. *Občanský zákoník V Závazkové právo. Obecná část (§ 1721–2054)* 1st, Praha: C. H. Beck.
- Švestka, J, Dvořák, J, Fiala, J et al. (2014) *Občanský zákoník. Komentář. Svazek V (§ 1721 až 2520)* [Civil Code. Commentary. Volume V (§ 1721 to 2520)] 1st, Praha: Wolters Kluwer.
- Svoboda, K, Smolík, P, Levý, J and Doležílek, J (eds) (2021) *Občanský soudní řád. Komentář* [Civil Procedure Code. Commentary] 3rd, Praha: C. H. Beck.
- Tégl, P (2013) ‘Úplatnost nabytí věcného práva jako podmínka fungování materiální publicity veřejných seznamů v novém občanském zákoníku’ [The Applicability of the Acquisition of a Real Right as a Condition for the Functioning of the Material Publicity of Public Registers in the New Civil Code], *Právní rozhledy*, Vol. 21, No. 1, pp. 28–33.
- Tichý, L (2014) ‘Ordre Public, Abuse of Rights and Other General Clauses and the New Czech Civil Code’, *ELTE Law Journal*, No. 2, pp. 9–29.
- Zimnioková, M (2021) ‘AI + blockchain = smlouva o spotřebitelském úvěru?’ [AI + Blockchain = Consumer Credit Agreement], *Bulletin advokacie*, No. 1–2, p. 42.
- Zuklínová, M (2020) in Švestka, J, Dvořák, J, Fiala, J et al. *Občanský zákoník. Komentář (§ 1 až 654)* [Civil Code. Commentary (§ 1 to 654)], Vol. I, 2nd, Praha: Wolters Kluwer.
- Zvára, M (2015) ‘Účinky smluvního zákazu postoupení pohledávky’ [Effects of Contractual Prohibition of Assignment of Claim], *Právní rozhledy*, Vol. 23, No. 9, pp. 316–323.

3. Hungary

- Reasons of the Draft of the Hungarian Civil Code (1959; 1963) *A Magyar Köztársaság Polgári Törvénykönyve – az 1959. évi IV. törvény és a törvény javaslatának miniszteri indokolása* [The Civil Code of the Republic of Hungary – Act No. IV of 1959 and the Ministerial Motivation for its Draft], Budapest: Közgazdasági és Jogi Könyvkiadó.
- Beck, S (1948) ‘Két kérdés a kizákmányoló ügylet tanából’ [Two Questions from the Doctrine of Usurious Acts], *Jogtudományi Közlöny*, Nos 17–18, pp. 294–296.
- Éless, T (2015) ‘Két dilemma az írásbeli jognyilatkozatok kapcsán’ [Two Dilemmas Regarding Written Statements Pertaining to Rights], *Magyar Jog*, No. 6, pp. 321–325.
- Eörsi, G (1960) ‘A Magyar Népköztársaság Polgári Törvénykönyvének életbelépéshéz’ [To the Entry into Force of the Civil Code of the Hungarian People’s Republic], *Jogtudományi Közlöny*, Vol. 15, No. 2, pp. 312–319.

- Földi, A (2001) *A jóhiszeműség és tisztelességeggel vázlat a római jogtól napjainkig* [The Principle of Good Faith and Fair Dealing. An Outline of its History from Roman Law until Our Time], Budapest: ELTE Department of Roman Law.
- Földi, A (2020) ‘The Transformations of Some Classical Principles in Socialist Hungarian Civil Law. The Metamorphosis of Bona Fides and Boni Mores in the Hungarian Civil Code of 1959’ in Erkkilä, V, Haferkamp, H-P (eds) *Socialism and Legal History. The Histories and Historians of Law in Socialist East Central Europe*, London: Routledge, pp. 25–42, <https://doi.org/10.4324/9780367814670-1>.
- Fuglinszky, Á (2014) ‘Risks and Side Effects: Five Questions on the “New” Hungarian Tort Law’, *ELTE Law Journal*, No. 2, pp. 199–221.
- Harmathy, A (1991) ‘The Binding Force of Contract in Hungarian Law’ in Harmathy, A (ed.) *Binding Force of Contract*, Budapest: Institute for Legal and Administrative Sciences of the Hungarian Academy of Sciences, pp. 27–39.
- Juhász, Á (2019) *A szerződésmódosítás kérdésköre a magyar polgári jogban* [The Question of the Modification of Contracts in Hungarian Civil Law], Budapest: Wolters Kluwer, <https://doi.org/10.55413/9789632959269>.
- Kelemen, L (1937) *A jóhiszeműség és tisztelesség a magánjogban*. [Good Faith and Fair Dealing in Private Law] Szeged: Ablaka György.
- Kelemen, L (1941) ‘A szerződésen alapuló kötelem’ [Obligations Founded on Contracts], *Acta Universitatis Szegediensis. Sectio Juridico-Politica*, Tome XVI, No. 1, pp. 5–88.
- Kemenes, I (2018) ‘A szerződés teljesítése’ [Performance of a contract] in Vékás, L, Gárdos, P (eds.) *Kommentár a Polgári Törvénykönyvhöz*, Vol. 2, Budapest: Wolters Kluwer, pp. 1622–1642.
- Kisfaludi, A (1995) ‘A teljességi záradék’ [The Full Understanding of the Parties Clause], *Gazdasági és Jog*, No. 11, pp. 3–8.
- Leszkoven, L (2018) *Szerződésszegés a polgári jogban* [Breach of Contract in Civil Law], Budapest: Wolters Kluwer, <https://doi.org/10.55413/9789632958286>.
- Menyhárd A (2000) *A szerződés akarathibák miatti érvénytelensége* [Invalidity of Contracts Due to Errors in the Manifestation of Will], Budapest: ELTE-ÁJK.
- Menyhárd, A (2009) ‘A szindikációs szerződés kikényszeríthetősége’ [The Enforceability of the Shareholders’ Agreement], *Acta Conventus de Iure Civili*, No. 10, pp. 247–257.
- Menyhárd, A (2016) ‘A magánjogi uzsora’ [Usury in Private Law] in Filó, M (ed.) *Tanulmányok az uzsoráról*, Budapest: ELTE Eötvös Kiadó, pp. 225–252.
- Menyhárd, A, Mike, K and Szalai, Á (2006) ‘Hadley and the Rule of Foreseeability Under Court’s Error and Uncertainty’, SIDE [The Italian Society of Law and Economics] Working Paper No. 5.
- New Civil Code. Opinions of the Advisory Board to the Supreme Court (§ 2:52), *Új Ptk. Tanácsadó Testület véleményei*. Kúria, kuria-birosag.hu.
- New Civil Code. Opinions of the Advisory Board to the Supreme Court (§ 142), *Új Ptk. Tanácsadó Testület véleményei*. Kúria, kuria-birosag.hu.
- Nizsalovszky, E (1984) *Tanulmányok a jogról* [Studies on Law], Budapest: Akadémiai Kiadó.

BIBLIOGRAPHY

- Sárközy, T (2002) ‘A szindikátusi szerződésről’ [On the Shareholders’ Agreement] in Sárközy, T and Vékás, L (eds) *Eörsi Gyula Emlékkönyv*, Budapest: HVGORAC, pp. 173–190.
- Szászy, I (1943) *A kötelmi jog általános tanai* [The General Theory of the Law of Obligations], Budapest: Grill Kiadó.
- Szászy, I (1948) *A magyar magánjog általános része különös tekintettel a külföldi magánjogi rendszerekre* [The General Part of Hungarian Private Law with Special Regard to Foreign Private Law Systems], Vol. II, Budapest: Egyetemi Nyomda.
- Szászy-Schwarz, G (1912) *Parerga. Vegyes jogi dolgozatok* [Parerga. Various Studies on Law], Budapest: Athenaeum.
- Szigeti, L (1938) ‘Kódex és jogfejlődés’ [Code and Evolution of the Law] in *Emlékkönyv Dr. Szladits Károly tanári működésének harmincadik évfordulójára*, Budapest: Grill Károly Könyvkiadó Vállalata, pp. 560–568.
- Vékás, L (2013) ‘Az új Polgári Törvénykönyvről’ [On the New Civil Code], *Jogtudományi Közlöny*, Vol. 68, No. 5, pp. 225–242.
- Vékás, L (2016) *Szerződési jog. Általános rész* [Contract Law. General Part], Budapest: ELTE Eötvös Kiadó.
- Vékás, L (2019) *Szerződési jog. Általános rész* [Contract Law. General Part], Budapest: ELTE Eötvös Kiadó.
- Vékás L (2020) ‘A szerződés: alapelvek, megkötés és értelmezés, érvénytelenség és hatálytalanság’ [The Contract: Basic Principles, Conclusion and Interpretation, Validity and Invalidity] in Vékás, L and Gárdos, P (eds) *Nagykommentár a Polgári Törvénykönyvhöz: Nagykommentár a Polgári Törvénykönyvről szóló 2013. évi V. törvényhez*, Budapest: Wolters Kluwer Hungary, pp. 1532–1665.
- Veress, E (2019a) ‘Az 1928. évi Magánjogi törvényjavaslatról’ [On the 1928 Bill on Private Law] in Veress, E (ed.) *Az 1928. évi Magánjogi törvényjavaslat*, Kolozsvár: Forum Iuris, pp. 17–32.
- Veress, E (2019b) ‘Gondolatok a szerződés egyoldalú jognyilatkozattal történő megszüntetéséről’ [Thoughts on Termination of Contract by a Unilateral Statement with Legal Effects] in Koltay, A, Landi, B and Menyhárd, A (eds) *Lábady Tamás Emlékkönyv*, Budapest: Wolters Kluwer, pp. 307–324.
- Veress, E (2022a) ‘Private Law Codifications in East Central Europe’, in Sáry, P (ed.) *Lectures on East Central European Legal History*, Miskolc-Egyetemváros: Central European Academic Publishing, pp. 167–205, https://doi.org/10.54171/2022.ps.loecelh_8.
- Veress, E (2022b) *Fejezetek a magyar magánjogi kodifikáció történetéből. Európai kontextussal* [Chapters from the History of the Codification of Hungarian Private Law. With a European Perspective], Kolozsvár: Forum Iuris.
- Weiss, E (1969) *A szerződés érvénytelensége a polgári jogban* [Invalidity of the Contract in Civil Law], Budapest: KJK.

4. Poland

- Andrzejewski, J and Szafrański, W (2016) ‘Wyzysk (art. 388 Kodeksu cywilnego) w polskim prawie prywatnym a obrót dziełami sztuki’ [Exploitation (Article 388 of the Polish Civil Code) in Polish Private Law and the Sale of Works of Art], *Santander Art and Culture Law Review*, No. 2, pp. 103–134.
- Bławat, M (2019) *Konwersja nieważnych czynności prawnych* [Converting Invalid Legal Transactions], Warszawa: C. H. Beck.
- Brzozowski, A (2018) in Olejniczak, A (ed.) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego* [The Law of Obligations – General Part. The System of Private Law], Vol. VI, 3rd, Warszawa: C. H. Beck.
- Czachórski, W, Brzozowski, A, Safjan, M, Skowrońska-Bocian, E (2004) *Zobowiązania. Zarys wykładu* [Commitments. Outline of the Lecture], Lexis Nexis.
- Drapała, P, Kubas, A, Osajda, K, Szlęzak, A (2020) in Osajda, K (ed.) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego* [The Law of Obligations – General Part. The System of Private Law], Vol. V, 3rd, Warszawa: C. H. Beck.
- Girdwoyń, A (2016) ‘Charakter prawnny instytucji wyzysku – glosa’ [The Legal Nature of the Institution of Exploitation – Glossa], *Monitor Prawniczy*, No. 12, pp. 660–662.
- Gniewek, E (2019) *Księgi wieczyste. Art. 1-582 KWU. Art. 626(1)-626(13) KPC. Komentarz* [Land Registers. Articles 1–58(2) of the KWU. Articles 626(1)–626(13) of the Civil Procedure Code. Commentary], Warszawa: C. H. Beck (Legalis Online).
- Gniewek, E and Machnikowski, P (eds) (2021) *Kodeks cywilny. Komentarz* [Civil Code. Commentary] 10th, Warszawa: C. H. Beck.
- Goldiszewicz, A (2013) *Treść i charakter prawnego umowy deweloperskiej* [The Content and Legal Nature of the Developer Agreement], Warszawa: Wolters Kluwer (LEX 2013).
- Gorzko, P (2019) *Reguła contra proferentem a granice wykładni oświadczeń woli w prawie cywilnym* [The Contra Proferentem Rule and the Limits of Interpretation of Declarations of Will in Civil Law], Warszawa: C. H. Beck.
- Gutowski, M (ed.) (2019) *Kodeks cywilny. Komentarz do Art. 353–626* [Civil Code. Commentary to Articles 353–626], Vol. II, 2nd, Warszawa: C. H. Beck.
- Gutowski, M (ed.) (2021) *Kodeks cywilny. Komentarz do Art. 1–352* [Civil Code. Commentary to Articles 1–352], Vol. I, 3rd, Warszawa: C. H. Beck.
- Jakubiec, A (2010) ‘Problem losowego charakteru umowy opcji’ [The Problem of the Random Nature of the Option Contract], *PPH*, No. 7, pp. 12–19.
- Kaliński, M (2018) ‘Odpowiedzialność odszkodowawcza’ [Compensation Liability] in Olejniczak, A (ed.) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego*, Vol. VI, Warszawa: C. H. Beck.
- Karasek-Wojciechowicz, I (2014) *Roszczenie o wykonanie zobowiązania zgodnie z jego treścią* [The claim for the performance of the obligation in accordance with its content], Warszawa: Wolters Kluwer.
- Kaźmierczyk, A (2008) *Umowa użyczenia w polskim prawie cywilnym* [Loan Agreement in Polish Civil Law], Warszawa: Wolters Kluwer.

BIBLIOGRAPHY

- Kondek, J M (2021) in Osajda, K (ed.) *Kodeks cywilny. Komentarz* [Civil Code. Commentary], Warszawa: C. H. Beck (Legalis Online).
- Kozińska, J and Stec, P (2015) ‘Odpowiedzialność za wady dzieła sztuki po nowelizacji Kodeksu cywilnego’ [Liability for the Lack of Conformity of a Delivered Artwork with a Contract of Sale in the Amended Civil Code], *Santander Art and Culture Law Review*, No. 1, pp. 173–200.
- Krajewski, M (2002) *Umowa przedwstępna* [Pre-Contract], Warszawa: C. H. Beck.
- Książak, P (2007) ‘Pecarium w prawie polskim’ [Pecarium in Polish Law], *Rejent*, No. 2, pp. 58–76.
- Kubsik, S (2015) *Przedkontraktowa odpowiedzialność odszkodowawcza z tytułu nieuczciwych negocjacji* [Pre-Contractual Liability for Damages Due to Unfair Negotiations], Warszawa: C. H. Beck.
- Kuniewicz, Z and Sokołowska, D (eds) (2017) *Prawo kontraktów* [Contract Law], Warszawa: Wolters Kluwer.
- Machnikowski, P (2005) *Swoboda umów według art. 3531 KC. Konstrukcja prawną* [Freedom of Contract According to Art. 3531 of the Civil Code. Legal Construction], Warszawa: C. H. Beck.
- Machnikowski, P (2017) in Gniewek, E, Machnikowski, P (ed.) *Komentarz KC* [Commentary of the Civil Code] 8th, Warszawa: C. H. Beck.
- Machnikowski, P (2020) ‘Treść umowy’ [The Content of the Contract] in Osajda, K (ed.) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego*, Vol. V, 3rd, Warszawa: C. H. Beck.
- Machnikowski, P (2021) in Gniewek, E, Machnikowski, P (ed.) *Komentarz KC* 10th, Warszawa: C. H. Beck.
- Machnikowski, P (2022) in Machnikowski, P (ed.) *Zobowiązania. Przepisy ogólne i powiązane przepisy Księgi I KC. Komentarz* [Commitments. General Provisions and Related Provisions of Book I of the Civil Code. Commentary], Vol. I, Warszawa: C. H. Beck.
- Osajda, K (ed.) (2020) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego* [The Law of Obligations – General Part. The System of Private Law], Vol. V, 3rd, Warszawa: C. H. Beck.
- Panfil, K (2018) *Odstąpienie od umowy jako sankcja naruszenia zobowiązania* [Withdrawal from the Contract as a Sanction of Breach of the Obligation], Warszawa: Wolters Kluwer.
- Pietrzykowski, K (ed.) (2020) *Kodeks cywilny. Komentarz do Art. 1–449(10)* [Civil Code. Commentary to Articles 1–449(10)], Vol. I, 10th, Warszawa: C. H. Beck.
- Popiółek, W (2020) in Pietrzykowski, K (ed.) *Kodeks cywilny. Komentarz do Art. 1–449(10)* [Civil Code. Commentary to Articles 1–449(10)], Vol. I, 10th, Warszawa: C. H. Beck.
- Radwański, Z (1981) ‘Umowa na rzecz osoby trzeciej’ [Contract for the Benefit of a Third Party] in Radwański, Z (red.) *System prawa cywilnego*, Vol. III, Part 1, *Prawo zobowiązań–część ogólna* 1st, Wrocław: Ossolineum.
- Radwański, Z (2009a) ‘Kodyfikacja prawa cywilnego’ [Codification of Civil Law], *Ruch Prawniczy, Ekonomiczny i Socjologiczny*, Vol. 71, No. 2, pp. 131–142.

- Radwański, Z (2009b) *Prawo cywilne – część ogólna* [Civil Law – General Part] 10th, Warszawa: C. H. Beck.
- Radwański, Z, Czepita, S, Drozd, E, Kuniewicz, Z et al. (2019) in Radwański, Z and Olejniczak, A (eds) *Prawo cywilne – część ogólna, System Prawa Prywatnego* [Civil Law – General Part. The System of Private Law], Vol. II, Legalis Online, <https://legalis.pl/zawartosc-systemu-legalis/struktura-systemu-legalis/systemy-prawa/system-prawa-prywatnego/>.
- Radwański, Z and Gutowski, M (2019) ‘Wady oświadczenia woli’ [Disadvantages of the Declaration of Intent] in Radwański, Z, Czepita, S, Drozd, E, Kuniewicz, Z et al. (2019) in Radwański, Z and Olejniczak, A (eds) *Prawo cywilne – część ogólna, System Prawa Prywatnego* [Civil Law – General Part. The System of Private Law], Vol. II, Legalis Online, <https://legalis.pl/zawartosc-systemu-legalis/struktura-systemu-legalis/systemy-prawa/system-prawa-prywatnego/>.
- Radwański, Z and Olejniczak, A (2010) *Zobowiązania – część ogólna* [Liabilities – General Part] 9th, Warszawa: C. H. Beck.
- Radwański, Z, Olejniczak A, and Grykiel, R (2019) ‘Rodzaje czynności prawnych’ [Types of Legal Actions] in Radwański, Z, Olejniczak, A (eds) *Prawo cywilne – część ogólna, System Prawa Prywatnego*, Vol. II, Legalis Online, <https://legalis.pl/zawartosc-systemu-legalis/struktura-systemu-legalis/systemy-prawa/system-prawa-prywatnego/>.
- Radwański, Z, Trzaskowski, R (2019) ‘Treść czynności prawnej’ [The Content of the Juridical Act] in Radwański, Z and Olejniczak, A (eds) *Prawo cywilne – część ogólna, System Prawa Prywatnego* [Civil Law – General Part. The System of Private Law], Vol. II, Warszawa: C. H. Beck, pp. 303–366.
- Radwański, Z and Zieliński, M (2012) ‘Normy i przepisy prawa cywilnego’ [Norms and Provisions of Civil Law] in Safjan, M (ed.) *Prawo cywilne – część ogólna System Prawa Prywatnego*, Vol. I, Warszawa: C. H. Beck.
- Rudzinski, A W (1965) ‘New Communist Civil Codes of Czechoslovakia and Poland: A General Appraisal’, *Indiana Law Journal*, Vol. 41, No. 1, pp. 33–68.
- Sala-Szczypiński, M (2007) ‘Zasadność zmiany klauzuli „zasady współżycia społecznego”’ [The Legitimacy of Modifying the ‘Principles of Social Coexistence’ Clause], *Studia Prawnicze. Rozprawy i Materiały*, No. 1, pp. 65–78.
- Śmieja, A (2011) ‘Umowna modyfikacja zasad odpowiedzialności kontraktowej’ [Contractual Modification of Contractual Liability Rules], *IUSTITIA*, Vol. 3, No. 5, pp. 117–125.
- Sobolewski, P (2021) in Osajda, K (ed.) *Kodeks cywilny. Komentarz* [Civil Code. Commentary], Warszawa: C. H. Beck (Legalis Online).
- Stecki, L (1998) *Darowizna* [Donation], Toruń: Dom Organizatora.
- Strugała, R (2020) *Wykładnia umów. Standardowe klauzule umowne. Komentarz praktyczny z przeglądem orzecznictwa. Wzory umów* [Interpretation of Contracts. Standard Contractual Clauses. Practical Commentary with an Overview of the Case Law. Contract Templates], Warszawa: C. H. Beck.

BIBLIOGRAPHY

- Szafrancki, W (2019) 'Aktualne problemy i zagrożenia związane z obrotom dobrami kultury na rynku sztuki w Polsce z perspektywy prawnej ochrony zabytków' [Current Problems and Threats to Art Market in Poland from the Cultural Heritage Protection Perspective], *Santander Art and Culture Law Review*, Vol. 5, No. 1, pp. 41–68.
- Szpunar, A (1975) *Ustalanie odszkodowania w prawie cywilnym* [Determining Damages in Civil Law], Warszawa: Wydawnictwo Prawnicze.
- Szpunar, A (1999) *Odszkodowanie za szkodę majątkową* [Compensation for Material Damage], Bydgoszcz, Katowice: Branta.
- Tomczak, T (2020) 'Klauzule abuzywne w umowach kredytów frankowych – analiza orzecznictwa Sądu Najwyższego' [Abusive Clause in Swiss franc denominated loan agreements – analysis of the Supreme Court judgments], *Monitor Prawniczy*, Vol. 20, <http://doi.org/10.32027/MOP.20.20.1>.
- Tomczak, T (2021) *Zabezpieczenia akcesoryjne w kredytowaniu konsorcjalnym – problem separacji podmiotowej* [Accessory Collateral in Syndicated Lending – The Problem of Subjective Separation], Wrocław: E-Wydawnictwo. Prawnicza i Ekonomiczna Biblioteka Cyfrowa. Wydział Prawa, Administracji i Ekonomii Uniwersytetu Wrocławskiego.
- Węgierski, M (2020) *Charakterystyka prawa umów zawieranych drogą elektroniczną* [Legal Characteristics of Contracts Concluded Electronically], Warszawa: C. H. Beck.
- Zagrobelny, K and Gniewek, E (2022) in Gniewek, E, Machnikowski, P (eds) *Kodeks cywilny. Komentarz* [Civil Code. Commentary], Warszawa: C. H. Beck.
- Zaradkiewicz, K (2013) 'Między obyczajem a wiązą, czyli o niektórych problemach definiowania klauzul abuzywnych' [Between Custom and Faith, that is Regarding Some Problems of Defining Abusive Clauses], *Wiadomości Ubezpieczeniowe*, No. 1 (special issue), pp. 13–39.
- Zawada, K (2018) in A, Olejniczak (ed.) *Prawo zobowiązań – część ogólna System Prawa Prywatnego* [The Law of Obligations – General Part. The System of Private Law], Vol VI, 3rd, Warszawa: C. H. Beck.
- Zawistowski, D (2004) 'Wina w kontraktowaniu (*culpa in contrahendo*) na tle zmian w kodeksie cywilnym' [Fault in Contracting (*culpa in contrahendo*) Against the Backdrop of Changes to the Civil Code] in Gniewek, E (ed.) *Zawieranie i wykonywanie umów. Wybrane zagadnienia*, Wrocław: Wydawnictwo Uniwersytetu Wrocławskiego.
- Zoll, F (2010) 'Wykonanie i skutki niewykonania lub nienależytego wykonania zobowiązań' [Performance and Consequences of Non-Performance or Improper Performance of Obligations] in Olejniczak, A (ed.) *Prawo zobowiązań – część ogólna. System Prawa Prywatnego*, Vol. VI (supplement) Warszawa: C. H. Beck.
- Zoll, F (2014) 'A Civil Code Outside of Reality – The Polish Codification of the year 1964, Its Origins, Development and Future', in Wang, W-Y (ed.) *Codification in International Perspective*. London: Springer International Publishing, pp. 125–135, https://doi.org/10.1007/978-3-319-03455-3_8.

5. Romania

- Almășan, A (2013) *Negocierea și încheierea contractelor* [Negotiating and Concluding Contracts], București: C. H. Beck.
- Almășan, A (2014) ‘Discuții cu referire la clauzele neesențiale, neuzuale, standard și externe în procesul încheierii contractelor, în reglementarea Codului civil’ [Discussion with Reference to Non-Essential, Non-Usual, Standard and External Clauses in the Process of Concluding Contracts in the Regulation of the Civil Code], *Dreptul*, No. 9, pp. 134–144.
- Almășan, A (2015) ‘Despre rolul obligației de confidențialitate, reglementată prin Article 1184 Cciv.’ [About the Role of the Obligation of Confidentiality, Regulated by Article 1184 Civil Code] in Popescu, D A and Popa, I F (eds) *Liber amicorum Liviu Pop. Reforma dreptului privat român în contextul federalismului juridic european*, București: Universul Juridic, pp. 1–8.
- Almășan, A (2018) *Drept civil. Dinamica obligațiilor* [Civil Law. The Dynamics of Obligations], București: Hamangiu.
- Boroi, G and Anghelescu, C A (2021) *Curs de drept civil. Partea generală* [Course of Civil Law. General Theory] 3rd, București: Hamangiu.
- Chirică, D (2017) *Tratat de drept civil. Contracte speciale* [Treatise of Civil Law. Special Contracts], București: Hamangiu.
- Cosmovici, P (1996) *Drept civil. Drepturile reale. Obligații. Legislație* [Civil law. Rights in rem. Obligations. Legislation], București: All.
- Daghie, N (2016) ‘Câteva considerații asupra dispozițiilor art. 1534 din noul Cod civil, aplicație particulară a bunei-credințe’ [Some Considerations on the Rules of Art. 1534 of the New Civil Code, a Particular Application of Good Faith], *Dreptul*, No. 11, pp. 33–41.
- Deak, F (2001) *Tratat de drept civil. Contracte speciale* [Treatise of Civil Law. Special Contracts], București: Universul Juridic.
- Demeter, J (1985) ‘A román jog kodifikálásának szakaszai és jellemzői’ [The Stages and Characteristics of the Codification of Romanian Law], *Jogtudományi Közlöny*, Vol. 40, No. 4, pp. 207–216.
- Diaconită, V (2017) *Executarea silită în natură a obligațiilor contractuale în sistemul Codului civil român. Noțiunea și condițiile de drept comun* [Enforcement in Kind of Contractual Obligations in the System of the Romanian Civil Code. Concept and Conditions of General Regulation], București: Universul Juridic.
- Diaconită, V (2018) ‘Despre libertatea de a (nu) contracta: prejudiciul reparabil în caz de rupere în manieră ilicită a negocierilor’ [On the Freedom (Not) to Contract: Reparable Damage in Case of Unlawful Breach of Negotiations] in Nicolae, M, Rizoiu, R and Toma-Dăuceanu, L (eds) *In honorem Valeriu Stoica. Drepturi, libertăți și puteri la începutul mileniului al III-lea*, București: Universul Juridic, pp. 635–662.
- Dincă, R (2009) *Protecția secretului comercial în dreptul privat* [Protection of Commercial Confidentiality in Private Law], București: Universul Juridic.

BIBLIOGRAPHY

- Fegyveresi, Z (2017) ‘The Persistence of Some Characteristics of Commercial Law in the Monist Romanian Civil Law’ in Menyhárd, A, Veress, E (eds) *New Civil Codes in Hungary and Romania*, Cham: Springer International Publishing, pp. 35–42, https://doi.org/10.1007/978-3-319-63327-5_4.
- Fekete, G (1958) *Polgári jog. Általános rész. Személyek és dologi jogok* [Civil Law. General Theory. Persons and Rights In Rem], Kolozsvár: Tanügyi Sokszorosító.
- Gherasim, D (1981) *Buna-credință în raporturile juridice civile* [Good Faith in Relationships of Civil Law], București: Editura Academiei RSR.
- Goicovici, J (2008) *Formarea progresivă a contractului* [Progressive Formation of Contracts], București: Wolters Kluwer.
- Hamangiu, C, Rosetti-Bălănescu, I and Băicoianu, A (1928) *Tratat de drept civil român* [Treatise of Romanian Civil Law], București: Ciornei.
- Hanga, V (1977) *Drept privat roman. Tratat* [Roman Private Law. Treatise], București: Editura Didactică și Pedagogică.
- Ionașcu, A, Costin, M N, Mureșan, M, Surdu, C (1973) *Contribuția practiciei judecătoarești la dezvoltarea principiilor dreptului civil român* [Contribution of Case Law to the Development of the Principles of Romanian Civil Law], București: Editura Academiei RSR.
- Laday, Ș (1928) *Codul civil austriac. În vigoare în Ardeal completat cu legile și regulamentele modificatoare cuprinzând și jurisprudența. Art. 859–1502* [Austrian Civil Code. In Force in Transylvania Supplemented by Amending Laws and Regulations Including Case Law. Articles 859–1502], Vol. III, Cluj: Editura Curții de Apel Cluj.
- Lulă, I (1998) ‘Natura juridică a promisiunii unilaterale de vânzare’, *Dreptul*, No. 6, pp. 43–50.
- Malaurie, P (2010) *Les successions. Les libéralités* [Successions. Gratuitous Acts] 4th, Paris: Defrénois.
- Malaurie, P, Aynès, L and Stoffel-Munck, P (2009) *Drept civil. Obligațiile* [Civil Law. Obligations], București: Wolters Kluwer.
- Micescu, I N (2004) *Drept civil. Curs de teoria generală a drepturilor de creață* [Civil Law. Course on the General Theory of Claims], Slatina: Themis Cart.
- Nica, C (2011) *Donația și moștenirea. I Donația. Drepturile statului asupra moștenirii vacante. Moștenirea testamentară. Doctrină și practică judiciară adnotată* [Donation and Inheritance. I Donation. Rights of the State over Vacant Estates. Testamentary Inheritance. Annotated Doctrine and Judicial Practice], București: Hamangiu.
- Nicolae, M (2018) *Drept civil. Teoria generală* [Civil Law. General Theory], Vol. I, București: Solomon.
- Paraschiv, M (2010) *Prezumțiile în materie civilă. Prezumțiile legale relative. Practică judiciară* [Presumptions in Matters of Civil Law. Relative Legal Presumptions. Case Law], București: Hamangiu.
- Pop, L (2009) *Tratat de drept civil. Obligațiile* [Treatise of Civil Law. Obligations], Vol. II, București: Universul Juridic.

- Pop, L (2018) ‘Evoluții și mutații paradigmatici în hermeneutica obligațiilor civile de la Marea Unire până astăzi’ [Evolutions and Mutations of Paradigm in the Hermeneutics of Civil Law Obligations from the Great Unification and until Today], *Dreptul*, No. 11, pp. 9–53.
- Popa, I F (2016) “‘Tirania’ clauzelor neuzuale” [The Tyranny of Non-Usual Clauses], *Revista Română de Drept Privat*, No. 1, pp. 135–154.
- Popa, I F (2020) ‘Statutul actual al acțiunilor directe’ [The Current Status of Action Directe], *Revista Română de Drept Privat*, No. 1, pp. 204–221.
- Popescu, T R and Anca, P P (1968) *Teoria generală a obligațiilor* [General Theory of Obligations], București: Editura Științifică.
- Predoviciu, I and Ney, P (1925) *Codul comercial din Transilvania. Adnotat* [Transylvanian Commercial Code. Annotated], Oradea Mare: Tipografia Adolf Sonnenfeld Societate Anonimă.
- Roppo, V (2011) *Il contratto, seconda edizione*, Milano: Giuffrè.
- Rusu, A (2007) *Executarea obligațiilor. Practică judiciară* [Enforcement of Obligations. Judicial Practice], București: Hamangiu.
- Sanilevici, R (1976) *Drept civil. Teoria generală a obligațiilor* [Civil Law. General Theory of Obligations], Iași: Universitatea Al. I. Cuza – Facultatea de Drept.
- Sipos, I (2003) ‘A Kereskedelmi törvénykönyv időszerűségéről’ [About the Actuality of the Commercial Code], *Romániai Magyar Jogtudományi Közlöny*, No. 1, pp. 41–43.
- Ungureanu, O (2007) *Drept civil. Introducere* [Civil Law. Introduction], București: C. H. Beck.
- Vasilescu, P (2012) *Obligații* [Obligations], București: Hamangiu.
- Veress, E (2012) ‘Discuții referitoare la garanția comună a creditorilor asupra patrimoniului debitului’ [Discussions on the Joint Security of Creditors over the Debtor’s Assets], *Dreptul*, No. 8, pp. 141–150.
- Veress, E (2013) ‘Discuții privind titularii acțiunii directe a lucrătorilor în materia contractului de antrepriză după intrarea în vigoare a noului Cod civil’ [Discussions on the Beneficiaries of Action Directe of Workers in the Field of the Contract of Undertaking After the Entry into Force of the New Civil Code], *Dreptul*, No. 7, pp. 81–88.
- Veress, E (2015a) ‘Probleme controversate privind executarea silită a unor titluri executorii, altele decât hotărârile judecătoarești’ [Controversial Issues Concerning the Execution of Enforceable Titles Other than Judgments], *Revista Română de Executare Silită*, Vol. XII, No. 3, pp. 70–79.
- Veress, E (2015b) ‘O controversă actuală: refuzul încuviințării executării silite a cambiei sau a biletului la ordin împotriva avalistului’ [A Current Controversy: Refusal to Enforce a Bill of Exchange or Promissory Note Against the Guarantor], *Pandectele Române*, Vol. XV, No. 1, pp. 42–51.
- Veress, E (2017) ‘The New Romanian Civil Code – Difficulties in the Transition Towards a Monist Private Law,’ in Menyhárd, A, Veress, E (eds) *New Civil Codes in Hungary and Romania*, Cham: Springer International Publishing, pp. 27–34, https://doi.org/10.1007/978-3-319-63327-5_3.

- Veress, E (2020) *Drept civil. Teoria generală a obligațiilor* [Civil Law. The General Theory of Obligations] 5th, București: C. H. Beck.
- Veress, E (2021) *Román polgári jog. Általános rész* [Romanian Civil Law. General Theory], Kolozsvár: Forum Iuris.
- Veress, E and Székely, J (2020) *Drept civil. Moștenirea. Liberalitatele* [Civil Law. Inheritance. Gratuitous Acts] 2nd, București: C. H. Beck.

6. Serbia, Croatia and Slovenia

- Andrejević, S (1999) 'Primena interventnih zakona SR Jugoslavije i Republike Srbije u sporovima radi naplate potraživanja po osnovu devizne štednje građana i naknade za oduzeto zemljište' [Application of the Emergency Laws of the FR of Yugoslavia and the Republic of Serbia in Cases for Collection of Claims Based on Foreign Currency Savings of Citizens and Compensation for Confiscated Land], *Bilten Sudske prakse Vrhovnog suda Srbije*, No. 2, pp. 221–227.
- Barbić, J (1980) *Sklapanje ugovora po Zakonu o obaveznim odnosima: (suglasnost volja)* [Conclusion of Contract According to the Law on Obligations: Parties' Agreement], Zagreb: Informator.
- Blagojević, B and Krulj, V (eds) (1980) *Komentar Zakona o obligacionim odnosima* [Commentary of the Yugoslav Law on Obligations], Vol I, 1st, Beograd: Savremena administracija.
- Bukljaš, I and Vizner, B (1978) *Komentar Zakona o obveznim (obligacionim) odnosima* [Commentary on the Act on Obligations], Zagreb (publisher not available).
- Cigoj, S (1978) *Obligacijska razmerja – Zakon o obligacijskih razmerjih s komentarjem* [Obligations –The Law on Obligations with Commentary], Ljubljana: Časopisni zavod Uradni list SR Slovenije.
- Cigoj, S (1981; 2003) *Teorija obligacij – Splošni del obligacijskega prava* [The Theory of the Law of Obligations – General Part of the Law of Obligations], Ljubljana: Uradni list R Slovenije.
- Cigoj, S (1984) *Komentar obligacijskih razmerij – Veliki komentar Zakona o obligacijskih razmerjih* [Great Commentary of the Law on Obligations], Book I and II, Ljubljana: Časopisni zavod Uradni list SR Slovenije.
- Dabić, S (2018) *Dužnost obaveštavanja pri zaključenju ugovora* [Precontractual Duty to Inform], Beograd: Pravni fakultet u Beogradu – Centar za izdavaštvo i informisanje.
- Dika, M (2002) 'Sudski penali' [Judicial Penalties], *Zbornik Pravnog fakulteta u Rijeci*, Vol. 23, No. 1, pp. 1–32.
- Dolović Bojić, K (2016) *Pravne posledice izjave volje usmerene na raskid ugovora zbog neizvršenja* [Legal Consequences of Declaration of Intention Aimed at the Termination of Contract Due to Failure of Performance], Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu.
- Dolović Bojić, K (2021) *Pravno nepostojeći ugovori* [Non-Existent Contracts], Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu.

- Dudaš, A (2007) 'Odgovornost za nesavesno vođenje pregovora u pravu Srbije, pravim nekih reformskih zemalja i savremenim pisanim izvorima lex mercatoria' [Liability for Conducting Negotiations in Bad Faith in the Laws of the Republic of Serbia, Several SEE Countries, PECL and in the UNIDROIT Principles of International Commercial Contracts], *Zbornik radova pravnog fakulteta u Novom Sadu*, Nos 1-2, pp. 369–386.
- Dudaš, A (2008) 'Mogućnost opoziva ponude za zaključenje ugovora i odgovornost ponudica za nesavesno vođenje pregovora' [Revocation of Offer and Liability for Conducting Negotiations in Bad Faith], *Zbornik radova pravnog fakulteta u Novom Sadu*, Nos 1-2, pp. 819–837.
- Dudaš, A (2010) 'Kauza ugovorne obaveze prema Zakonu o obligacionim odnosima' [Cause of Contractual Obligation According to the Serbian Law on Obligations], *Zbornik radova pravnog fakulteta u Novom Sadu*, No. 1, pp. 145–169.
- Dudaš, A (2011) 'Kauza ugovorne obaveze – francuski uticaj na Zakon o obligacionim odnosima Republike Srbije' [Cause of the Contractual Obligation – French Influence on to the Law on Obligations of the Republic of Serbia], *Zbornik radova pravnog fakulteta u Novom Sadu*, No. 3, pp. 663–680.
- Dudás, A (2012a) 'A szerződés célja (kauzája) az európai és a magyar jogban' [The Purpose (Cause) of Contract in European and Hungarian Law], *FORVM – Acta Juriidica et Politica*, No. 2, pp. 87–100.
- Dudaš, A (2012b) 'Apstraktno dejstvo pravnih poslova u evropskom i domaćem pravu' [Abstract Legal Effect of Juridical Acts in European and Serbian Law], *Zbornik radova pravnog fakulteta u Novom Sadu*, No. 2, pp. 401–416.
- Dudás, A (2013) 'A polgári jog kodifikációjának történeti áttekintése Szerbiában' [The Overview of the History of Codification of Civil Law in Serbia], *Jogtörténeti Szemle*, No. 1, pp. 9–17.
- Dudaš, A (2014) 'O celishodnosti zakonskog uređenja fiducijarnog prenosa prava svojine u pravu Srbije' [On the Expedience of Statutory Regulation of Fiduciary Transfer of Property in Serbia], *Zbornik radova pravnog fakulteta u Novom Sadu*, No. 1, pp. 209–227.
- Dudás, A (2015) 'A kötelmi jog reformja Szerbiában a készülő polgári törvénykönyv fényében' [The Reform of the Law of Obligations in Serbia in Light of the Civil Code under Preparation], *Magyar Jog*, Vol. 62, No. 2, pp. 79–85.
- Dudaš, A (2015) 'Nastanak i razvoj ideje o raskidanju ili izmeni ugovora zbog promjenjenih okolnosti' [The Origin and Development of the Idea of Terminating or Modifying the Contract Due to Supervening Events], *Zbornik radova pravnog fakulteta u Novom Sadu*, No. 1, pp. 197–214.
- Dudás, A (2019) 'A szerződést megszüntető megállapodás alakisága a szerb jogban, különös tekintettel a tartási szerződésre' [The Form of Termination of a Contract by Parties' Agreement under Serbian Law with Special Regard to the Maintenance Contract], *Létünk*, No. 2, pp. 99–116.
- Dudás, A (2022) 'General Rules of Invalidity of Contracts in Serbian Law', *Review of European and Comparative Law*, No. 2, pp. 51–70, <https://doi.org/10.31743/recl.13441>.

- Đurđević, M (2012a) *Ugovor o poklonu* [Contract on Donation], Beograd: Pravni fakultet Univerziteta u Beogradu.
- Đurđević, M (2012b) 'Primena pravila o nepravičnim odredbama opštih uslova formularnih ugovora posle donošenja Zakona o zaštiti potrošača' [The Application of the Rules on Unfair Terms Contained in Standard Contract Terms After the Enactment of the Consumer Protection Law] in Radović, V (ed.) *Usklađivanje poslovnog prava Srbije sa pravom Evropske unije*, Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu, pp. 375–392.
- Đurđević, M (2013) 'Tumačenje ugovora u korist jedne ugovorne strane sa posebnim osvrtom na tumačenje potrošačkog ugovora u korist potrošača' [Interpretation of Contract in the Favour of one Party with Special Focus on the Interpretation of the Consumer Contract in Favour of the Consumer] in Radović, V (ed.) *Usklađivanje poslovnog prava Srbije sa pravom Evropske unije*, Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu, pp. 317–336.
- Đurđević, M (2020) 'Koronavirus (COVID-19) i izvršenje ugovora: preventivna reakcija srpskog prava i zakonska sredstva za zaštitu prava ugovornih strana u slučaju spora' [Coronavirus (COVID-19) and Contract Performance: Preventive Reaction of the Serbian Law and the Statutory Legal Tools for the Protection of Parties in Case of a Legal Dispute] in Radović, V (ed.) *Usklađivanje poslovnog prava Srbije sa pravom Evropske unije*, Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu, pp. 457–475.
- Gorenc, V (ed.) (2014) *Komentar Zakona o obveznim odnosima* [Commentary of the Croatian Law on Obligations], Zagreb: Narodne novine.
- Grilc, P (2019) 'Kavza – Nekateri vidiki razvoja v jugoslovanskem in aktualnosti v slovenskem pravu' [Cause – Some Aspects of its Development in Yugoslav and Current Events in Slovenian Law] in Možina, D (ed.) *Razvojne tendence v obligacijskem pravu – Ob 40-letnici Zakona o obligacijskih razmerjih*, Ljubljana: Inštitut za primerjalno pravo, pp. 107–118.
- Hiber, D (1991) *Pojam bitne zablude pri zaključenju ugovora* [The Notion of Essential Mistake by the Formation of Contract], (doctoral thesis), Beograd: Pravni fakultet u Beogradu.
- Hiber, D (1995) 'O pojmu otkaza ugovora sa trajnim izvršenjem, [On the Notion of Termination of Contracts with Continuous Performance], *Pravni život*, Nos. 3–4, pp. 51–71.
- Hiber, D and Živković, M (2015) *Obezbeđenje i učvršćenje potraživanja* [Securing and Reinforcing of Claims], Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta Univerziteta u Beogradu.
- Hrabar, D (2021) (ed.) *Obiteljsko pravo* [Family Law], Zagreb: Narodne novine.
- Ilić, N (2019) 'Krediti indeksirani švajcarskim francima i investiciona arbitraža: Slučaj Republike Srbije' [Loans Denominated in Swiss Francs and Investment Arbitration: Case of the Republic of Serbia], *Pravo i privreda*, Nos 4–6, pp. 505–520.
- Jankovec, I (1993) *Ugovorna odgovornost* [Contractual Liability], Beograd: Poslovna politika.

BIBLIOGRAPHY

- Josipović, T (2014) ‘Private Law Codification in the Republic of Croatia. An Example of Legal Reform in Post-Socialist Countries in South-East Europe,’ in Wang, W-Y (ed.) *Codification in International Perspective*, London: Springer International Publishing, pp. 107–123, https://doi.org/10.1007/978-3-319-03455-3_7.
- Josipović, T (2019) ‘Razvojne tendencije u pravnom uređenju općih uvjeta ugovora’ [Development Tendencies in the Regulation of Standard Contract Terms] in Možina, D (ed.) *Razvojne tendence v obligacijskem pravu – Ob 40-letnici Zakona o obligacijskih razmerjih*, Ljubljana: Inštitut za primerjalno pravo, pp. 131–163.
- Josipović, T (2020) ‘Restrictions of Fundamental Rights in Private Law Relations in the Special Legal Order, with Exceptional Regard to the Specific Circumstances Caused by the Epidemic’, *Central European Journal of Comparative Law*, Vol. I, No. 2, pp. 59–86, <https://doi.org/10.47078/2020.2.59-86>.
- Josipović, T and Nikšić, S (2008) ‘Novi zakon o obveznim odnosima i hrvatsko obvezno pravo’ [The New Law on Obligations and the Croatian Law of Obligations], *Evropski pravnik*, Vol. 3, No. 4, pp. 61–94.
- Juhart, M (2004) ‘Pojem in pravna narava opcij’ [The Notion and Legal Nature of the Option Contract] in Možina, D (ed.) *Dnevi slovenskih pravnikov*, Ljubljana: GV Založba, pp. 1103–1109.
- Karanikić Mirić, M (2009) ‘Nepravične odredbe u potrošačkim ugovorima’ [Unfair Terms in Consumer Contracts] in Lilić, S (ed.) *Pravni kapacitet Srbije za evropske integracije*, Book 4, Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu, pp. 128–146.
- Karanikić Mirić, M (2012) ‘Nepravične odredbe u ugovornom pravu Republike Srbije’ [Unfair Terms in the Contract Law Regulation of the Republic of Serbia] in Nuni, A et al. (eds) *Forum za građansko pravo za jugoistočnu Evropu*, Book II, Skoplje: Centar SEELS-a, pp. 218–230.
- Karanikić Mirić, M (2013) *Objektivna odgovornost za štetu* [Strict Liability for Damage], Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu.
- Karanikić Mirić, M (2015) ‘Ugovorena forma ugovora o otuđenju nepokretnosti’ [Agreed Form of Contracts for Conveyance of Real Estate], *Srpska politička misao*, No. 2, pp. 313–339, <https://doi.org/10.22182/spm.4822015.16>.
- Karanikić Mirić, M (2017) *Promena dužnika* [Change of Debtor], Beograd: JP Službeni glasnik.
- Karanikić Mirić, M (2020a) ‘Otežano ispunjenje ugovorne obaveze’ [The Subsequent Difficulty of Performance in Contract Law], *Pravo i privreda*, No. 4, pp. 25–54, <https://doi.org/10.5937/PiP2004025K>.
- Karanikić Mirić, M (2020b) ‘Interventno zakonodavstvo na primeru Zakona o konverziji stambenih kredita indeksiranih u švajcarskim francima’ [The Law on Conversion of Housing Loans Indexed to Swiss Francs as an Example of Emergency Legislation], *Pravo i privreda*, No. 1, pp. 114–136, <https://doi.org/10.5937/PiP2001114K>.

BIBLIOGRAPHY

- Karanikić Mirić, M (2020c) ‘Ugovori o turističkom putovanju u uslovima pandemije COVID -19: Uredba o ponudi zamenskog putovanja’ [Travel Contracts During the Covid-19 Pandemic: the Decree on the Offer of a Replacement Travel] in Lilić, S (ed.) *Perspektive implementacije evropskih standarda u pravni sistem Srbije*, Book 10, Beograd: Pravni fakultet Univerziteta u Beogradu, pp. 102–115.
- Karanikić Mirić, M (2020d) ‘Promenjene okolnosti i raspodela rizika u ugovornom pravu’ [Changed Circumstances and Risk Allocation in Contract Law], *Srpska politička misao*, No. 3, pp. 295–325, <https://doi.org/10.22182/spm.6932020.12>.
- Klarić, P and Vedriš, M (2014) *Građansko pravo* [Civil Law] 14th, Zagreb: Narodne novine.
- Knežević, M (2015) ‘Povodom vraćanja kazne zatvora kao sredstva izvršenja ličnih privatno-pravnih zahteva: anahrono neustavno rešenje i sistemska greška ili korak napred u zaštiti prava’ [On the Occasion of the Reintroduction of Incarceration as a Means of Enforcement of Personal Private Law Claims: An Anachronistic, Unconstitutional Solution and a System Error or Progress in Legal Protection], *Zbornik radova Pravnog fakulteta u Novom Sadu*, Vol. 49, No. 4, pp. 1877–1909.
- Mićović, M (1988) ‘Zaključenje ugovora javnim nadmetanjem’ [Formation of Contract by Auction], *Pravni život*, Vol. 38, Nos 10–12, pp. 1513–1524.
- Mišćenić, E (2012) ‘Nepoštene ugovorne odredbe u ugovornom pravu Republike Hrvatske’ [Unfair Contractual Terms in the Contract Law Regulation of the Republic of Croatia] in Nuni, A et al. (eds) *Forum za građansko pravo za jugoistočnu Evropu*, Book II, Skoplje: Centar SEELS-a, pp. 184–200.
- Mišćenić, E (2014) ‘Consumer Protection Law’ in Josipović, T (ed.) *Introduction to the Law of Croatia*, Alphen aan den Rijn: Wolters Kluwer, pp. 279–290.
- Mišćenić, E (2018) ‘Uniform Interpretation of Article 4(2) of UCT Directive in the Context of Consumer Credit Agreements: Is It Possible?’, *Revue du droit de l'Union européenne*, No. 3, pp. 127–159.
- Mišćenić, E (2019) *Europsko privatno pravo – opći dio* [European Private Law – General Part], Zagreb: Školska knjiga.
- Mišćenić, E (2020) ‘Currency Clauses in CHF Credit Agreements: A “Small Wheel” in the Swiss Loans’ Mechanism’, *Journal of European Consumer and Market Law*, Vol. 9, No. 6, pp. 226–235.
- Mišćenić, E and Petrić, S (2020) *Nepoštenost valutne klauzule u CHF i HRK/CHF kreditima* [Unfair Terms in Credit Contracts Indexed in CHF and HRK/CHF], Zagreb: Narodne novine.
- Miščević, N (2022) *Javnobeležnička forma obligacionih ugovora* [Notarized Form of Contracts in the Law of Obligations] (doctoral thesis), Novi Sad: Pravni fakultet u Novom Sadu.
- Mišković, M (2020) ‘(Ne)izvršenje ugovornih obaveza usled pandemije coronavirusa Covid-19’ [(Non)performance of Contractual Obligations Due to the Covid-19 Pandemic] in Radović, V (ed.) *Usklađivanje poslovnog prava Srbije sa pravom Evropske unije*, Beograd: Centar za izdavaštvo i informisanje Pravnog fakulteta u Beogradu, pp. 587–619.

- Mišković, M (2021) 'Uticaj pandemije koronavirusa na ugovorne obaveze korisnika kredita' [Impact of Covid-9 Pandemic on Borrowers' Contractual Obligations] in Popović, D (ed.) *Liber Amicorum Prof. Dr. Mirko Vasiljević*, Beograd: Univerzitet u Beogradu – Pravni fakultet – Centar za izdavaštvo, pp. 239–259.
- Možina, D (2019) 'Kršitev pogodbe in pravne posledice: Skica, Zakon o obligacijskih razmerjih in Obligacijski zakonik' [Breach of Contract and Its Legal Consequences: The 'Sketch', Law on Obligational Relationships and the Code of Obligations] in Možina, D (ed.) *Razvojne tendence v obligacijskem pravu – Ob 40-letnici Zakona o obligacijskih razmerjih*, Ljubljana: Inštitut za primerjalno pravo, pp. 247–274.
- Možina, D (2020) 'Breach of Contract and Remedies in the Yugoslav Obligations Act: 40 Years Later', *Zeitschrift für Europäisches Privatrecht*, Vol. 28, pp. 134–167.
- Možina, D and Vlahek, A (2019) *Contract Law in Slovenia*, Alphen aan den Rijn: Wolters Kluwer.
- Mujović-Zornić, H (1990) 'Pojam opcionog ugovora' [The Notion of Option Contract], *Arhiv za pravne i društvene nauke*, Vol 46, Nos 3–4, pp. 569–581.
- Nikolić, D (2013) *Uvod u sistem građanskog prava* [Introduction into the System of Civil Law] 11th, Novi Sad: Centar za izdavačku delatnost Pravnog fakulteta u Novom Sadu.
- Nikšić, S (2006) 'Utjecaj razloga za preuzimanje obveze na valjanost pravnih poslova' [The Impact of the Reason of Undertaking Contractual Obligation on the Validity of Juridical Acts], *Zbornik Pravnog fakulteta u Zagrebu*, Vol. 56, No. 6, pp. 1809–1846.
- Nikšić, S (2014) 'Contract Law' in Josipović, T (ed.) *Introduction to the Law of Croatia*, Alphen aan den Rijn: Wolters Kluwer, pp. 133–160.
- Nikšić, S (2019) 'Razvoj ugovornog prava u Hrvatskoj – odabrane teme' [The Development of Contract Law in Croatia – Selected Topics] in Možina, D (ed.) *Razvojne tendence v obligacijskem pravu – Ob 40-letnici Zakona o obligacijskih razmerjih*, Ljubljana: Inštitut za primerjalno pravo, pp. 297–315.
- Opinion of the European Central Bank of 18 July 2019 on the conversion of Swiss franc loans (CON/2019/27), <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52019AB0027&rid=1>.
- Orlić, M (1993) *Zaključenje ugovora* [Formation of Contract], Beograd: Institut za uporedno pravo.
- Pajtić, B, Radovanović, S and Dudaš, A (2018) *Obligaciono pravo* [Law of Obligations], Novi Sad: Pravni fakultet u Novom Sadu – Centar za izdavačku delatnost.
- Perović, S (1986) *Obligaciono pravo* [Law of Obligations] 6th, Beograd: Službeni list SFRJ.
- Perović, S (ed.) (1995) *Komentar Zakona o obligacionim odnosima* [Commentary of the Yugoslav Law on Obligations], Vol I, 1st, Beograd: Savremena administracija.
- Petrak, M (2019) 'Code Civil and Croatian Legal Culture' in Kambić, M and Škrubej, K (eds) *Odsev dejstev v pravu. Da mihi facta, dabo tibi ius. Liber amicorum Janez Kranjc*, Ljubljana: Pravna fakulteta, pp. 341–357.
- Petrić, S (2007) 'Izmjene ili raskid ugovora zbog promijenjenih okolnosti prema novom Zakonu o obveznim odnosima' [Revision or Termination of a Contract Due to Change of Circumstances According to the New Croatian Law on Obligations], *Zbornik Pravnog fakulteta Sveučilišta u Rijeci*, Vol. 28, No. 1, pp. 107–155.

BIBLIOGRAPHY

- Plavšak, N (ed.) (2021) *Komentar splošnega dela Obligacijskega zakonika* [Commentary of the General Part of the Law on Obligations], (electronic edition updated in 2021) Tax-Fin-Lex.
- Posh, W (2008) ‘Some remarks on the perception of the Yugoslav Law on Obligations abroad – An Austrian perspective’, *European Lawyer Journal/Evropski pravnik*, No. 4, pp. 45–58.
- Radišić, J (2008) *Obligaciono pravo – opšti deo* [Law of Obligations – General Part], Beograd: Nomos.
- Radovanović, S (2017) *Akcesornost ugovorne kazne u srpskom pravu* [The Accessory Nature of Stipulated Penalty in Serbian Law], Novi Sad: Centar za izdavačku delatnost Pravnog fakulteta u Novom Sadu.
- Salma, J (2004) ‘Načelo nemo auditur propriam turpitudinem allegans i ništavost ugovora’ [The Principle of *Nemo Auditur Propriam Turpitudinem Allegans* and the Nullity of Contract], *Analji Pravnog fakulteta u Beogradu*, Vol. 52, Nos 3–4, pp. 487–495.
- Salma, J (2006) ‘Kauza obligacionih ugovora’ [Cause of Contract], *Zbornik radova Pravnog fakulteta u Novom Sadu*, Vol. XL, No. 2, pp. 177–200.
- Salma, J (2009) *Obligaciono pravo* [Law of Obligations] 6th, Novi Sad: Centar za izdavačku delatnost Pravnog fakulteta u Novom Sadu.
- Samec Berghaus, N (2006) ‘Civilnopravni vidiki opcije in opcijске pogodbe’ [Civil Law Aspects of an Option and Option Contract], *Zbornik Pravne fakultete Univerze v Mariboru*, Vol. 2, pp. 85–99.
- Šarkić, S (2020) ‘Az alkalmazásban maradt Magyar jogszabályok a Szerb–Horvát–Szlovén Királyságban (Jugoszláviában)’ [The Hungarian Legal Rules Maintained in Force in the Kingdom of Serbia–Croatia–Slovenia (Yugoslavia)] in Várdy, T (ed.) *Délvidéki (vajdasági) magyar jogászok*, Újvidék: Vajdasági Magyar Jogász Egylet, pp. 171–205.
- Škrubej, K (2013) ‘Austrian General Civil Code (1812) and the Slovenes: The Blinding Legacy of Legal Monism’, *Zbornik Pravnog fakulteta u Zagrebu*, Vol. 63, Nos 5–6, pp. 1063–1080.
- Slakoper, Z and Štajfer, J (2007) ‘Temeljna obilježja opcijskih ugovora i opcija’ [Basic Features of Option Contracts and Options], *Zbornik Pravnog fakulteta u Zagrebu*, Vol. 57, No. 1, pp. 61–95.
- Slakoper, Z, Gorenc, V and Bukovac Puvača, M (2009) *Obvezno pravo – opći deo* [Law of Obligations – General Part], Zagreb: Novi Informator.
- Slakoper, Z, Mihelčić, G, Belanić, L and Tot, I (2022) *Obvezno parvo – opći deo s uvodom u privatno pravo* [Law of Obligations – General Part with Introduction into Private Law], Zagreb: Novi Informator.
- Slijepčević, R (2013) ‘Izrada građanskog zakonika republike Srbije – koncepcija, sadržina i najvažnije novine Prednacrta’ [Drafting of the Future Civil Code of Serbia – Concepts, Content and Most Important Novelties of the Preliminary Draft], *Revija za evropsko pravo*, Vol. XV, No. 1, pp. 99–152.
- Stanković, E (2014) ‘The Serbian Civil Code – The Fourth Codification in Europe’, *Fundamina. A Journal of Legal History*, Vol. 20, No. 2, pp. 881–890.

- Szalma, J (2007) ‘Causa (Rechtsgrundlage) bei den Obligationsverträgen’, *Annales Universitatis Scientiarum Budapestiensis de Rolando Eötvös Nominatae, Sectio Juridica*, Vol. XLVIII, pp. 257–282.
- Tešić, N (2012) *Prodaja i prenos potraživanja* [Sale and Transfer of Receivables], Beograd: Harmonius.
- Tomljenović, V, Mišćenić, E and Kunda, I (2020) ‘Croatia’ in Baaij, J, C, Macgregor, L and Cabrelli, D (eds) *The Interpretation of Commercial Contracts in European Private Law*, Cambridge, Antwerp, Chicago: Intersentia, p. 88.
- Vizner, B (1978) *Komentar Zakona o obveznim odnosima* [Commentary of the Yugoslav Law on Obligations], Vol I, Books 1 and 2, Zagreb (author’s own edition).
- Živković, M (2006) *Obim saglasnosti neophodan za zaključenje ugovora* [The Extent of Parties’ Agreement Required for the Formation of a Contract], Beograd: Pravni fakultet Univerziteta u Beogradu – JP Službeni glasnik.

7. Slovakia

- Budjač, M (2018) *Civilnoprávna úzera a odplata pri poskytnutí peňažných prostriedkov spotrebiteľom* [Civil Usury and Repayment when Providing Funds to Consumers], Bratislava: Wolters Kluwer.
- Budjač, M (2019) ‘Komentár k § 52 až 54a’ [Commentary on § 52 to 54a] in Števček, M et al. *Občiansky zákonník. Komentár*, Vol. I, 2nd, Praha: C. H. Beck (online).
- Csach, K (2009a) ‘K významu oznamenia o postúpení pohľadávky’ [On the Meaning of the Notification on the Assignment of the Claim] in Husár, J (ed.) *Súčasnosť a perspektívy právnej regulácie obchodných zmlúv II*, Košice: Univerzita P J Šafárika, pp. 10–16.
- Csach, K (2009b) ‘Predvídateľnosť vzniku škody a jej význam (nielen) v obchodnom práve’ [Predictability of Damage Occurrence and Its Importance (Not Only) in Commercial Law] in Bejček, J (ed.) *Historie obchodněprávních institutů*, Brno: Masarykova univerzita, pp. 119–136.
- Csach, K (2009c) ‘Zmluva je mŕtva. Nech žije delikt? (náčrt nečakanej budúcnosti)’ [The Contract is Dead. Long Live Tort? (Sketch of an Unexpected Future)] in Husár, J (ed.) *Súčasnosť a perspektívy právnej regulácie obchodných zmlúv II*. Košice: Univerzita P J Šafárika, pp. 1–9.
- Csach, K (2009d) *Štandardné zmluvy* [Standard Contracts], Plzeň: Aleš Čeněk.
- Csach, K (2015) ‘Postúpenie pohľadávok z pohľadu ochrany citlivých údajov, bankového tajomstva, povinnosti mlčanlivosti a ochrany spotrebiteľa?’ [Assignment of Receivables from the Point of View of the Protection of Sensitive Data, Bank Secrecy, Confidentiality and Consumer Protection?], *Súkromné právo*, Vol. 1, Nos 1–2.
- Dobrovodský, R (2019) ‘Komentár k § 50’ [Commentary on § 50] in Števček, M et al. *Občiansky zákonník. Komentár*, Vol. I, 2nd, Praha: C. H. Beck (online).
- Dobrovodský, R and Gyárfáš, J (2019) ‘Komentár k § 49a’ [Commentary on § 49a] in Števček, M et al. *Občiansky zákonník. Komentár*, Vol. I, 2nd, Praha: C. H. Beck (online).

BIBLIOGRAPHY

- Dulak, A (2011) 'Niekol'ko poznámok k zmluvnej limitácii náhrady škody' [A Few Notes on the Contractual Limitation of Damages], *Bulletin slovenskej advokácie*, Vol. 17, Nos 1-2, pp. 28-30.
- Dulaková Jakúbeková, D (2007) 'Všeobecne o zmluve o budúcej zmluve a o pojme opcia' [In General, About the Futures Contract and the Concept of an Option], *Justičná revue*, Vol. 58, No. 1, pp. 103-108.
- Dulaková Jakúbeková, D, Dulak, A and Jurčová, M (2011) *Zmluvy o prevode vlastníctva: kúpna a zámenná zmluva, spotrebiteľská kúpna zmluva, darovacia zmluva. Komentár* [Contracts on the Transfer of Ownership: Purchase and Replacement Contract, Consumer Purchase Contract, Donation Contract. Commentary], Praha: C. H. Beck.
- Dulaková Jakúbeková, D (2021) 'The Current State of Recodification Works of Slovak Private Law and Its Perspectives. A New Civil Code per partes or en block?', *Central European Journal of Comparative Law*, Vol. 2, No. 1, pp. 83-92, <https://doi.org/10.47078/2021.1.83-92>.
- Ďurana, M (2016) 'Komentár k § 341' [Commentary on § 341] in Mamojka, M et al. *Obchodný zákonník. Veľký komentár*, Bratislava: Eurokódex (online).
- Ďurica, M (2016a) 'Komentár k § 276, 279 a 287' [Commentary on § 276, 279 and 287] in Patakyová, M et al. *Obchodný zákonník. Komentár 5th*, Bratislava: C. H. Beck.
- Ďurica, M (2016b) 'Komentár k § 366' [Commentary on § 366] in Patakyová, M et al. *Obchodný zákonník. Komentár 5th*, Bratislava: C. H. Beck.
- Fekete, I (2011) *Občiansky zákonník. Veľký komentár* [Civil Code. Great Commentary], Vol. I, 1st, Bratislava: Eurokódex.
- Fekete, I (2015) *Občiansky zákonník (Záväzkové právo – zmluvy). Veľký komentár (§ 588 až § 880)* [Civil Code (Law of Obligations – Contracts). Great Commentary (§ 588 to § 880)], Vol. IV, 2nd, Bratislava: Eurokódex.
- Fekete, I (2018) *Občiansky zákonník. Veľký komentár* [Civil Code. Great Commentary], Vol. I, 3rd, Bratislava: Eurokódex (online).
- Glos, G E (1985) 'The Czechoslovak Civil Code of 1964 and Its 1982 Amendment Within the Framework of Czechoslovak Civil Law', *New York Law School Journal of International and Comparative Law*, Vol. 6, No. 2, pp. 215-273.
- Gyárfáš, J (2019) *Zodpovednosť za vady obchodných podielov a akcií* [Liability for Defects in Business Shares and Stock] (doctoral thesis), Košice: UPJŠ, Právnickej fakulte v Košiciach.
- Hlušák, M (2017) 'Náhrada škody pri negatívnom zmluvnom záujme' [Damages and Negative Contractual (Reliance) Interest], *Súkromné právo*, No. 5, <https://www.legalis.sk/sk/casopis/sukromne-pravo/nahrada-skody-pri-negativnom-zmluvnom-zaujme.m-65.html>.
- Hlušák, M (2020) 'O zodpovednosti postupcu pohľadávky voči postupníkovi?' [About the Liability of the Assignor of the Claim Towards the Assignee?], *Súkromné právo*, Vol. 6, No. 4, pp. 144-156.

- Jurčová, M and Novotná, M (2016) ‘Šedý alebo čierny, to je otázka’ [Gray or Black, that is the Question] in Suchoža, J, Husár, J and Hučková, R (eds) *Právo, obchod, ekonomika*, Košice: UPJŠ.
- Kanda, A (1966) *Vliv změny poměrů na trvání závazku* [The Effect of a Change in Circumstances on the Duration of the Obligation], Praha: Academia.
- Kirstová, K (2018) ‘Záväzky vznikajúce zo zmlúv (všeobecne)’ [Obligations Arising from Contracts (General)] in Lazar, J et al. *Občianske právo hmotné* 2nd, Bratislava: Iuris Libri (online).
- Luby, Š (1952) ‘Smluvná zodpovednosť v občianskom práve’ [Contractual Liability in Civil Law], *Právny obzor*, Vol. 35, No. 5, pp. 307–343.
- Luby, Š (1954) ‘Teoretické otázky týkajúce sa predmetu a obsahu záväzku’ [Theoretical Questions Regarding the Subject and Content of the Obligation], *Právnické štúdie*, Vol. 2, No. 3, pp. 717–753.
- Mazák, J (2010) in Vojčík, P et al. *Občiansky zákonník. Stručný komentár* [Civil Code. Commentary] 3rd, Bratislava: Iura Edition.
- Mitterpachová, J (2019) ‘Komentár k § 35’ [Commentary on § 35] in Števček, M et al. *Občiansky zákonník. Komentár*, Vol. I, 2nd, Praha: C. H. Beck (online).
- Novotná, M (2018) in Jurčová, M et al. *Jednotný systém nesplnenia a prostriedkov nápravy. Návrh komceptie a pravidiel (ustanovení) budúcej právnej úpravy* [Uniform System of Default and Remedies. Draft Concept and Rules (Provisions) of Future Legislation], Praha: Leges.
- Ovečková, O (2011) *Zmluvná pokuta* [Contractual Penalty] 2nd, Bratislava: Iura Edition.
- Ovečková, O (2017) in Ovečková, O et al. *Obchodný zákonník. Veľký komentár* [Commercial Code. Great Commentary], Vol. II, Bratislava: Wolters Kluwer (online).
- Pagáč, L (2019) in Števček, M et al. *Občiansky zákonník. Komentár* [Civil Code. Commentary], Vol. II, 2nd, Praha: C. H. Beck (online).
- Rudzinski, A W (1965) ‘New Communist Civil Codes of Czechoslovakia and Poland: A General Appraisal’, *Indiana Law Journal*, Vol. 41, No. 1, pp. 33–68.
- Sedlačko, F (2019) in Števček, M et al. *Občiansky zákonník. Komentár* [Civil Code. Comment], Vol. I, 2nd, Praha: C. H. Beck (online).
- Števček, M (2008) ‘Limitácia náhrady škody – pohľad (rýdzo) civilistický’ [Limitation of Damages – A (Purely) Civil View], *Notitiae*, No. 1, <https://www.epi.sk>.
- Števček, M (2019) in Števček, M et al. *Občiansky zákonník. Komentár* [Civil Code. Comment], Vol. I, 2nd Praha: C. H. Beck (online).
- Trojčáková, V (2019) ‘Ex tunc vs. ex nunc účinok odstúpenia a neplatnosti – naozaj taký veľký rozdiel?’ [Ex tunc vs. ex nunc Effect of Withdrawal and Invalidity – Is There Really Such a Big Difference?], *Právny obzor*, Vol. 102, No. 2, pp. 131–154.
- Ušiaková, L (2016) ‘Komentár k § 386’ [Commentary on § 386] in Mamojka, M et al. *Obchodný zákonník. Veľký komentár*, Bratislava: Eurokódex (online).
- Vojčík, P (2018) in Vojčík, P et al. *Občianske právo hmotné* [Substantive Civil Law], Vol. I and II, Plzeň: Aleš Čeněk.