

ppi 201502ZU4645

Publicación científica en formato digital

ISSN-Versión Impresa 0798-1406 / ISSN-Versión on line 2542-3185

Depósito legal pp 197402ZU34



CUESTIONES POLÍTICAS

Instituto de Estudios Políticos y Derecho Público "Dr. Humberto J. La Roche"
de la Facultad de Ciencias Jurídicas y Políticas de la Universidad del Zulia
Maracaibo, Venezuela



Vol.40

Nº 75

2022



Factors of Volitional Attributiveness of the Legal Transaction based on International Experience

DOI: <https://doi.org/10.46398/cuestpol.4075.30>

Viktor Savchenko *

Nataliia Borsuk **

Mykhailo Hrabynskyi ***

Petro Guyvan ****

Mykola Rudyk *****

Abstract

The aim of the study was to determine the most effective model of legal regulation of the form of declaration of will in legal transactions from the survey of the legislation of several countries and their respective jurisprudence. The research covered the methods of statistical analysis, comparative law, dialectics and legal epistemology, as well as data selection and legal modeling. It is shown that the model of legal regulation of the form of declaration of will, which is based on the principle of free choice of the form of declaration of will, is the most effective in terms of these indicators in the case of: (Greece, Poland, Czech Republic). At the same time, these States provide for strict requirements for challenging legal transactions and provide for the prohibition of abuse of rights. It is concluded that it is justified that in the majority of states the principle of valid will is applied when concluding legal transactions. Moreover, the results of this study can be used to develop proposals for the improvement of legislation in the field of regulation of the forms of declaration of will in the conclusion of legal transactions in their various forms and modalities.

Keywords: volitional attributivity; declaration of will; international experience; legal business; valid will.

* PhD in Law Sciences, Associate Professor of the Department of Civil Law, V. N. Karazin National University, Kharkiv, Ukraine. ORCID ID: <https://orcid.org/0000-0001-7104-3559>

** Doctor in Law Sciences, Associate Professor of the Department of Entrepreneurial and Corporate Law, Kyiv National Economic University named after Vadym Hetman, Kyiv, Ukraine. ORCID ID: <https://orcid.org/0000-0003-3476-3084>

*** PhD of Law Sciences, Assistant Professor of the Department of International Law, Ivan Franko National University of Lviv, Lviv, Ukraine. ORCID ID: <https://orcid.org/0000-0001-8338-8810>

**** PhD of Law Sciences, Doctoral Student of the Institute of State and Law Named after V. M. Koretsky National Academy of Sciences of Ukraine, Kyiv, Ukraine. ORCID ID: <https://orcid.org/0000-0003-3058-4767>

***** PhD of Law Sciences, Lecturer of the Department of Police Law, National Academy of Internal Affairs, Kyiv, Ukraine. ORCID ID: <https://orcid.org/0000-0003-1031-9982>

Factores de atributividad volitiva del negocio jurídico a partir de la experiencia internacional

Resumen

El objetivo del estudio fue determinar el modelo más eficaz de regulación jurídica de la forma de declaración de voluntad en los negocios jurídicos a partir del levantamiento de la legislación de varios países y su respectiva jurisprudencia. La investigación abarcó los métodos de análisis estadístico, derecho comparado, dialéctica y epistemología jurídica, así como la selección de datos y la modelización jurídica. Se demuestra que el modelo de regulación legal de la forma de declaración de voluntad, que se basa en el principio de libre elección de la forma de declaración de voluntad, es el más eficaz en términos de estos indicadores en los caso de: (Grecia, Polonia, República Checa). Al mismo tiempo, estos Estados prevén requisitos estrictos para impugnar los negocios jurídicos y establecen la prohibición del abuso de derecho. Se concluye que se justifica que en la mayoría de los Estados se aplica el principio de voluntad válida al celebrar negocios jurídicos. Por lo demás, los resultados de este estudio pueden utilizarse para desarrollar propuestas de mejora de la legislación en el ámbito de la regulación de las formas de declaración de voluntad en la celebración de negocios jurídicos en sus variadas formas y modalidades.

Palabras clave: atributividad volitiva; declaración de voluntad; experiencia internacional; negocio jurídico; testamento válido.

Introduction

One of the problematic issues in contract law is the determination of the factors of volitional attributiveness of legal transactions. The main conflict in this area is the contradiction between the theory of declaration of will and the theory of valid will when concluding a legal transaction.

The first approach is based on the fact that clarifying the intention of the parties is possible only through the analysis of their external declaration of will because only the legal form of the contract distinguishes it from other agreements of individuals (Haidulin, 2021). However, this “internal and invisible phenomenon” needs “character symbols for its recognition (Haidulin, 2021: 171)”.

This position corresponds to the so-called theory of will, which implies that the interpretation of contracts means that in the event of a contradiction between the literal presentation and the content of the agreement, the court attaches the main importance to finding out the true will of the parties, their intentions regarding the conclusion of the agreement (Savigny, 1840).

The declaration of will of the parties is ultimately substantivized in the legal transaction. At the same time, delusion, error, coercion, etc. lead to the probable inconsistency between the declared will and the internal, real will. In such cases, the matter is about a defective will (Savchuk and Trofimova, 2008).

As a rule, the conflict between the principles of valid will and the declaration of will by the subject of the legal transaction is resolved in most states in favour of the former. In particular, the prerequisite for applying this approach is the **Contra** Proferentem principle established in Roman law (from the Latin expression “*verba fortius accipiuntur contra proferentem*” – interpretation against the draftsman). For example, this approach exists in the legal system of England, Germany, France and a number of other countries (Youngs, 2020).

The emergence of new forms of concluding legal transactions, in particular, with the help of digital technologies, complicates legal regulation of contract law. In this regard, the legally defined forms of declaration of will are constantly expanding. This entails an increasing number of factors of volitional attributiveness of transactions and the need to improve their legal regulation.

The following researchers studied the theoretical issues of the declaration of will when concluding legal transactions, in particular, the classification of legal facts according to the volitional criterion in the mechanism of legal regulation, methods of interpreting the terms of the transaction, etc.: Adamova (2017), Haidulin (2021), Sulieimanova *et al.* (2022) Syrovatskyi (2020) and others.

The largest group of studies deal with the problems of expressing and verifying the valid will of the parties in the contract law of the European Union (EU) from the perspective of protecting the rights of consumers when concluding contracts, and protecting the rights of the more vulnerable party to the legal transaction. Such studies were conducted by Wagner (2012), Hulmak (2022), Mikłaszewicz (2019), Houska (2019), Schulte-Nolke (2015) and others.

Some studies focus on the contract with the effect of third-party protection, which provides that the contracting parties have an obligation not only to each other, but also to third parties to hold them harmless Eren (2015) and the principle of good faith during the presentation of the offer by Benli (2020).

The studies of such scholars as Guttler and Matejka (2016), Dudorov and Pysmynskyy (2020), Kharitonova (2016) and others should be included in a separate group. These scholars studied the issue of volitional attributiveness in non-contractual legal relations and unilateral legal transactions.

The review of these studies allows concluding that the issues about the factors of volitional attributiveness of the legal transactions were studied mainly from the perspective of the protection of the acceptor against the bad faith behaviour of the offeror, in particular, misleading by providing unreliable or ambiguous information about the terms and conditions of the legal transaction. At the same time, most of the practical issues of determining the influence of volitional attributiveness factors on the occurrence of defective will and contesting the legal transaction on this basis are poorly studied.

In particular, there are almost no studies on the connection between the model of legal regulation of the form of declaration of will when concluding a legal transaction in one or another state and the possibility of ensuring the valid consent of the subject to the conclusion of the legal transaction.

Therefore, the analysis of the factors of volitional attributiveness of the legal transaction under the legislation of foreign countries and determining the most effective model of legal regulation on this ground is a topical subject of research.

1. Aim

The aim of this research is to determine the most effective model of legal regulation of the declaration of will in the legal transactions based on the analysis of the legislation of foreign states. The aim involved the following research objectives:

1. analyse the legislative acts of selected foreign states that regulate the form of declaration of will when concluding a legal transaction;
2. identify the forms of declaration of will provided for by the legislation of selected foreign states;
3. outline the mechanisms for contesting transactions on the ground of defective will according to the legislation of foreign states;
4. analyse judicial statistics in cases of contestation of legal transactions on the ground of defective will in some foreign states;
5. generalize the factors of volitional attributiveness of legal transactions and develop proposals for improving the legal regulation of forms of declaration of will when concluding legal transactions.

2. Methodology and methods

The methodological background of the research was a system of methods of statistical analysis, comparative law, dialectics and legal epistemology, as well as data selection and legal modeling. Together, these methods allowed revealing the main problems of the factors of volitional attributiveness of legal transactions under the legislation of foreign states. Scientifically grounded combination of the methods referred to above allowed establishing the most effective model of legal regulation of the form of declaration of will when concluding legal transactions. This research was also carried out on the basis of effective sublimation of methods of empirical analysis and theoretical research of the selected subject.

The empirical background of this study was the legal acts of Belgium, Greece, Italy, the Netherlands, Germany, Poland, Romania, France, the Czech Republic, Switzerland, the case law of these states in cases on the recognition of legal transactions as invalid on the ground of a defective will.

The methodology of writing this article implies conducting research in three interrelated stages.

The first stage included the collection and systematization of theoretical material, its generalization and analysis, grouping and thorough study in order to further identify outstanding issues and gaps in the given subject under research and substantiating its topicality.

The first stage of the research involved formulation of the research methodology, outlining a set of theoretical and empirical research methods, and determining the principles of their sublimation to comprehensively reveal the research topic. An important task of this stage was the correct justification of the aim and objectives of the research. The theoretical phase of the study also involved an analysis of theoretical approaches to interpreting key terminology.

The second stage involved sampling for conducting an empirical study. The sample was formed on the basis of the official sources of information, web resources and websites of the legislative and judicial authorities of the selected European states.

The following indicators were used in order to choose the most effective model of legal regulation of the declaration of will during the conclusion of the legal transactions: a high-level protection of the parties to the legal transaction from deception and a small number of appeals to judicial authorities to contest the legal transaction on the ground of a defective will.

At the same time, the mechanism of protection of the acceptor against the bad faith behaviour of the offeror became the indicator of a high-level protection. Information on these factors was collected and analysed for such

EU countries as Belgium, Greece, Spain, Italy, the Netherlands, Germany, Poland, Romania, France, the Czech Republic, and Switzerland. Data for Ukraine were also provided for comparison of relevant indicators.

The final stage of the research involved summarizing the results of the conducted analysis, as well as their presentation in comparative tables. It was proved through selected research methods that, according to the given indicators, the model of legal regulation is the most effective in states with stricter requirements for the procedure for recognizing legal transactions as null and void and prohibiting the abuse of law (Greece, Poland, the Czech Republic). The obtained results made it sure that in most states the principle of validity of the will is applied when concluding legal transactions, and this corresponds to the principles of the rule of law.

3. Results

In EU countries and Ukraine, the issue of declaration of will when concluding legal transactions, as well as the forms of declaration of will, are defined in civil law acts (Table 1).

Table 1: Civil law acts of the EU states and Ukraine, which determine the forms of declaration of will when concluding legal transactions

State	Civil law act
Belgium	Civil Code of Belgium of 13 April 2019, Laws of Belgium: On Consumer Protection of 18 July 2013, On Services of 28 December 2009, On Unfair Commercial Practices, On Electronic Signatures and Electronic Archiving of 21 July 2016
Greece	Civil Code of Greece No. 2783/1941 of 17 October 1984, Laws of Greece: On Consumer Protection No. 2251/1994 of 16 November 1994, On the Legal Background of Electronic Signatures and Related Issues No. 3852 dated 30 April 2004, Decrees of the President of Greece “Code of Consumer Ethics” No. 10/2017 of 1 March 2017, On the Adaptation of Greek Legislation to the Provisions of Community Directive 2000/31 on Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce No. 131/2003 of 16 May 2003, etc.
Spain	Civil Code of Spain of 24 July 1889, Laws of Spain: On Electronic Signatures of No. 59/2003 of 19 December 2003, On Information Society and Electronic Commerce Services No. 34/2002 of July 12, 2002, On the Regulation of Some Aspects of Electronic Trust Services No. 6/2020 of 11 November 2020, On the Protection of the Rights of Consumers and Users No. 26/1984 of 19 July 1984, etc.

Italy	Civil Code of Italy No. 262 of 16 March 1942, Italian Consumer Code No. 229 of 06 September 2005, Legislative Decree "Implementation of Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market No. 70 of 09 April 2003, etc.
Netherlands	Civil Code of the Netherlands of 01 October 1838, The Act of the Netherlands on the Protection of Consumer Rights of 20 November 2006, Decree for the implementation of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on Payment Services in the Internal Market of 8 February 2019, etc.
Germany	The Civil Code of Germany of 18 August 1896, the Laws of Germany: On Trust Services of 18 July 2017, On the Legal Principles of Electronic Commerce No. 70 of 20 December 2001, On Framework Conditions for Electronic Signatures and Amending Other Regulations of 21 May 2001, etc.
Poland	Civil Code of Poland of 23 April 1964, Laws of Poland: On Consumer Rights No. 827 of 30 May 2014, Trust Services and Electronic Identification No. 1579 of 5 September 2016, On Payment Services No. 1175 of 19 August 2011, etc.
Romania	Civil Code of Romania No. 287/2009 of 17 July 2009, Laws of Romania: Law on Combating Unfair Practices by Traders in Dealings with Consumers and Harmonising Regulations with European Consumer Protection Legislation No. 363/2007 of 21 December 2007, On Consumer Information about Food Products No. 279 of 12 January 2018, On Electronic Signature No. 455/2001 of 13 December 2001, On Time Stamp No. 451 of November 1, 2004
France	Civil Code of France of 21 March 1804, Consumer Code of France of 27 July 1993, Postal and Electronic Communications Code, Law of France on Electronic Identification and Trust Services for Electronic Transactions No. 2017-1426 of 04.10.2017
Czech Republic	Civil Code of the Czech Republic No. 89/2012 of 22 March 2012, Laws of the Czech Republic: Consumer Protection Act No. 634/1992 of 12.31.1992, Act on Trust Services for Electronic Transactions No. 297/2016 of 19 September 2016, On Electronic Acts and Documents Authorised Conversion No. 300/2008 of 19 August 2008
Switzerland	Civil Code of Switzerland of 30 March 1911, Laws of Switzerland: Electronic Communication Act No. 2022:482 of 03.06.2022, Consumer Services Act No. 1985:716 of 1985, Consumer Contract Terms Act No. 1994:1512 of 1994, Distance and Off-Premises Contracts Act No. 2002:562 of 2002

Ukraine	Civil Code of Ukraine of 16 January 2003, Laws of Ukraine: On Consumer Rights Protection of 12 May 1991, On Electronic Trust Services of 5 October 2017, On Electronic Documents and Electronic Documents Circulation of 22 May 2003, On Electronic Commerce of 3 September 2015
EU	Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II), Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 On certain aspects of the sale of consumer goods and associated guarantees, Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, Commission Implementing Regulation (EU) 2018/2067 of 19 December 2018 on the verification of data and on the accreditation of verifiers pursuant to Directive 2003/87/EC of the European Parliament and of the Council, Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation), Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a community framework for electronic signatures, Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market

Source: authors.

So, civil codes are the main codified acts in EU countries and Ukraine. Their provisions regulate the procedure for concluding legal transactions and, accordingly, determine the main forms of declaration of will during this procedure. Such forms include: written form (simple and notarized), to which the electronic form is equated in all states, and oral.

Laws on the protection of consumer rights have been adopted in most EU countries, as well as in Ukraine. In some countries they are codified (for example, Italy and France). However, consumer rights protection is not regulated by a separate law or code in some countries, but enshrined in various legal acts. For example, in Germany, this is the Food and Feed Code, the Cosmetics Ordinance, the Medicinal Products Act, etc.

Table 2 presents the forms of declaration of will during the conclusion of legal transactions and the conditions of their admissibility in accordance with the civil legislation of the EU states and Ukraine.

Table 2: Forms of declaration of will in legal transactions in accordance with the legislation of EU states and Ukraine.

State	Forms and conditions of declaration of valid will
Belgium	<p>The declaration of will is considered valid if the legal transaction is concluded:</p> <ol style="list-style-type: none"> 1) by a person who has civil capacity sufficient for this type of a legal transaction; full capacity is reached with adulthood; 2) the will is declared in the form prescribed for a specific type of legal transaction; 3) valid consent has been reached and declared on all terms of the legal transaction. <p>The forms of declaration of will are:</p> <ol style="list-style-type: none"> 1) written and electronic form by signing with one's own hand or with an electronic signature; 2) providing tacit consent to conclude a legal transaction by performing certain actions to declare consent; 3) consensual way – when obligations arise at the moment of the very fact of declaration of will (Article 1559). <p>As a general rule, all contracts in Belgium are consensual, and consent does not necessarily have to be given in a certain way: it can be declared directly or indirectly.</p>
Greece	<p>The legal transaction is valid from in terms of its form if it complies with the law regulating the content (Article 11). A particular form of the legal transaction is required only in cases where it is expressly provided by law (Article 158). If the law or the parties have determined the form of the legal transaction, the document must be written by hand; if it is a contract, the same document must bear the signatures of the parties; if several originals are drawn up for the contract, it is sufficient for each party to sign the copy intended for the other party (Article 160). Signing with an electronic signature is equivalent to a conventional signature (Article 163). In the absence of agreement of the parties on certain clauses of the contract, it is considered that the legal transaction has not been concluded (Article 195).</p>
Spain	<p>The following requirements must be met for the legal transaction to be valid: consent of the parties; the object that is the subject of the contract is determined; legal consequences of the deed (Article 1261). The consent is manifested in the acceptance of an offer, thing or obligation, which is the subject of the contract (Article 1262). Minors can enter into those contracts which the law allows them to perform independently or with the help of their representatives, as well as those relating to goods and services of ordinary life, characteristic of their age, in accordance with public needs (Article 1263).</p>

Italy	<p>Requirements for the validity of the legal transaction: 1) agreement of the parties; 2) legal reason; 3) object; 4) the form prescribed by law (Article 1325).</p> <p>In contracts concluded by signing forms intended for the uniform regulation of certain contractual relations, clauses added to the form take precedence over the provisions of the form if they are incompatible with them, even if the latter have not been deleted (Article 1342).</p> <p>The written form of legal transactions is mandatory under the risk of invalidity for:</p> <ol style="list-style-type: none"> 1) contracts transferring ownership of real estate; 2) contracts that create, alter or transfer the right of usufruct to immovable property, the right to land, the rights of the grantor and the lessee; 3) contracts that constitute a community of rights specified in the previous numbers; 4) contracts that establish or change servitudes, the right to use immovable property and the right of residence; 5) acts on the waiver of rights specified in the previous numbers, etc. (Article 1350). <p>If the parties have agreed in writing to adopt a specific form for the future conclusion of the contract, this form shall be considered valid (Article 1352).</p>
Netherlands	<p>An oral offer shall become null and void if not accepted immediately, a written offer – if not accepted within a reasonable time; the offer shall be invalid if it is rejected before acceptance (Article 221).</p> <p>If the law provides that the contract is valid or inviolable only in written form, this requirement shall also be fulfilled if the contract is concluded electronically (Article 227a).</p> <p>Before concluding a contract electronically, a person must provide the other party with at least clear, understandable and unambiguous information about:</p> <ol style="list-style-type: none"> a. the method of concluding the contract and, in particular, the actions necessary for this; b. whether the agreement is archived after its conclusion, and also, if the agreement is archived, how the other party can read it; c. the way in which the other party can learn about actions that it does not want, as well as the way in which it can correct them before the conclusion of the contract; d. languages in which the contract may be concluded; e. the codes of conduct followed and the manner in which the other party can familiarize with these codes of conduct in electronic form (Article 227b).
Germany	<p>A declaration of intent shall be invalid if the applicant secretly reserves the right not to will what was declared (Article 126).</p> <p>In case of replacing the written form prescribed by law with an electronic form, the party must add its name to the proposal and attach a qualified electronic signature on an electronic document. The electronic form of the contract shall be equivalent to the written form (Article 126a).</p> <p>In order to declare a will in writing, it is sufficient to transmit it by means of a telecommunication means and exchange of letters (Article 127).</p>

Poland	<p>Any legal transaction can be concluded by fully capable persons, that is who have reached the age of majority or have entered into a marriage (Articles 11, 12).</p> <p>With the exceptions provided by law, the person who concludes the legal transaction can declare his or her will by any behaviour that sufficiently reveals his or her will (Article 60).</p> <p>If the law establishes a mandatory written form of the legal transaction, then consent shall be considered reached if the parties have agreed on all the terms of the contract (Article 73).</p> <p>To confirm the declaration of will in written legal transactions, it is enough to sign a document containing the content of the declaration of will; conclude a contract, it is sufficient to exchange documents containing the content of the declaration of will signed by the relevant party (Article 78).</p>
Romania	<p>The legal transaction is valid on the condition that it is concluded by a person with sufficient legal capacity; full legal capacity is acquired upon reaching the age of majority or upon entering into marriage (Articles 38, 39).</p> <p>The will can be declared in written or oral form; written form is mandatory only for those legal transactions determined by law; an electronic form shall be equated to a written form (Article 98).</p>
France	<p>One of the parties who knows the information, the importance of which is decisive for the consent of the other party, must notify it, if the latter does not know this information on legal grounds or trusts the other consenting party; information that has a direct and necessary connection with the content of the contract or the quality of the parties is decisive (Article 1112-1).</p> <p>Silence does not mean acceptance, unless otherwise required by law, custom, business relations or special circumstances (Article 1120).</p> <p>Electronic means can be used to make contractual provisions or information about goods or services available (Article 1125).</p> <p>Consent of the parties; their ability to understand the meaning of their actions and understand the terms of the contract; legal content is required for the contract to be valid (Article 1128).</p>
Czech Republic	<p>Written form is provided for all contracts except those that are subject to immediate execution; in a written legal transaction, the will is declared by means of a handwritten signature or an electronic signature (Article 990).</p> <p>If the parties consider the contract concluded, although they have not actually agreed to all the terms, their will is considered declared if their further behaviour indicates acceptance of the terms (Article 1726).</p> <p>After concluding a contract between the parties in a form other than written, the parties shall be left to decide whether to confirm the content of the contract in writing.</p> <p>If in the course of activity one of the parties does this in relation to the other, believing that its confirmation correctly reflects the content of the contract, the contract shall be considered concluded with the content set forth in the confirmation, even if it indicates a deviation from the actually agreed content of the contract (Article 1757).</p>

Switzerland	<p>The legal transactions can be concluded by a capable person who has reached the age of majority and is able to understand the meaning of his or her actions (Article 14).</p> <p>A special form of declaration of will in the legal transaction is necessary only if it is provided for by law; the law does not provide for such a special form, and if the parties themselves have not agreed on any such form, a free form applies, that is, contracts can be concluded without any form, for example, orally or by e-mail (Article 11).</p> <p>An agreement that is not executed in writing shall be also binding on all parties, unless the law requires a written agreement; all contracts for which the law requires a simple written form may also be concluded electronically (Article 12).</p>
Ukraine	<p>The will of the parties shall be declared by teletypewriter, electronic or other technical means of communication; signed by its party (parties), including by means of an electronic qualified signature.</p> <p>Mandatory written form for legal transactions: with legal entities; for an amount that exceeds the size of the tax-free minimum income of citizens by twenty or more times and those that are subject to mandatory notarization.</p> <p>In oral form if the legal transaction is fully executed at the time of conclusion; small household transactions. Taking conclusive actions requires a sufficient level of legal personality</p>

Note: Prepared based on the following references (Burgerlijk Wetboek Van België, 2019; Burgerlijk Wetboek Van Nederland, 1838; Cod Civil Al României, 2009; Code Civil Français, 1804; Codice Civile D’Italia, 1942; Código Civil De España, 1889; Das Bürgerliche Gesetzbuch Der Bundesrepublik Deutschland, 1896; François, 2018; Kodeks Cywilny Rp Z Dn., 1964; Občanský Zákoník Čr Ze, 2012; Zivilgesetzbuch Der Schweiz, 1911; Civil Code of Greece, 1984; Judicial Statistics of Greece, n.d.; The Civil Code Of Ukraine, 2003).

Therefore, in all EU states, the main conditions for the validity of legal transactions are their conclusion by persons with full legal capacity and compliance with the established form of the transaction. Greece, Spain and Poland provide the highest freedom of agreement, in particular, regarding the establishment of the form of declaration of will.

The Civil Code of Italy directly specifies the types of legal transactions for which a mandatory written form is required. The principle of exclusivity is applied in the Czech Republic, which implies that all legal transactions must be executed in writing, except for those defined by law. In the Netherlands, considerable attention is paid to the regulation of the specifics and procedure of declaration of will in case of concluding a legal transaction electronically.

It is necessary to study the legal mechanisms of protection of a person available in European states in the event that his or her valid declaration of will does not correspond to his or her internal will. This mechanism includes the possibility of contesting the legal transaction on the ground of a defective will (Table 3).

Table 3: Grounds for contesting legal transactions on the ground of a defective will in the EU states and Ukraine

State	Grounds for contesting the legal transaction on the ground of a defective will
Belgium	<p>The contract becomes invalid as as result of mistakes in concluding it (Article 1508). For example, providing incorrect information to the other party can be a mistake (Article 1520). The legal transaction shall be invalid if it can be proven that the person was unable to declare any will that entails legal consequences (lack of will) at the time of giving consent (Article 1523). A mistake is a misrepresentation that induces one or both parties to commit a legal act, if that party would not have committed the act if it had known the information (Article 1525). Fraud is an error intentionally committed by the counterparty (Article 1116). In order to declare the legal transaction invalid on the ground of a mistake, the interested party applies to the court (Article 1526). A mistake can cause the legal transaction to be null and void only when it concerns an essential part of the content of the legal transaction (Article 1528).</p>
Greece	<p>The real will is sought during the interpretation of wills (Article 173). A statement of intentions that was made frivolously and fictitiously shall be invalid (Article 138). Only a significant error causes the invalidity of the legal transaction; the error is significant when it comes to important terms of the contract, if the person knew the true information, he would not have concluded this legal transaction (Article 142). The legal transaction shall not be recognized invalid if the party that made a mistake accepted its terms and conditions (Article 144). The will of a person who was not aware of his or her actions and was in a state of mental disorder shall be invalid (Article 171). Abuse of the right shall be prohibited (Article 291).</p>
Spain	<p>The law does not protect the abuse of the right or its anti-social use (Article 7). Consent given by mistake, under the influence of violence, intimidation or fraud shall be invalid (Article 1256). In order for a mistake to invalidate a deed, it must relate to the essence of the subject matter of the contract, or those terms of the contract that were the main reason for its conclusion (Article 1266). If the terms of the contract are clear and leave no doubt as to the intentions of the contracting parties, the literal meaning of its clauses will apply; if the words seem contrary to the obvious intention of the contracting parties, the latter will prevail over the former (Article 1281). If any provision of the contracts admits different meanings, it must be understood in the meaning which is the most acceptable in order for it to enter into force (Article 1284).</p>

Italy	<p>When interpreting the contract, it is necessary to examine the common intention of the parties, and not be limited to the literal meaning of the words; this requires evaluating their general behaviour even after the conclusion of the contract (Article 1362). The contract must be interpreted in good faith (Article 1366). Ambiguous provisions shall be interpreted according to what is usually practiced in the place where the contract was concluded (Article 1368) and the nature and subject matter of the contract (art. 1369).</p> <p>The contracting party, who gave its consent by mistake, as a result of violence or coercion, may demand the termination of the contract in accordance with the following provisions (Article 1247). A mistake is material if: 1) it concerns the nature or subject of the contract; 2) it depends on the identity of the object of the service or its quality, which, according to the general assessment or in connection with the circumstances, should be considered decisive for consent; 3) it depends on the personality or personality qualities of the other party, provided that one or the other was a determining factor of the agreement; 4) it was a mistake in law, it was the only or main basis for concluding the contract (Article 1429). A mistake is considered recognized if a person with ordinary prudence could have discovered it in relation to the content, circumstances of the agreement, or the quality of the contracting parties (Article 1430).</p>
Netherlands	<p>An agreement that was concluded under the influence of a mistake and would not have been concluded if the facts had been correctly stated shall be invalid if: the mistake is caused by information provided by the other party, unless the latter assumes that the agreement would also be concluded without this information; the other party should have informed the party which made a mistake that it knew or should have known of the mistake; the other party, in entering into the agreement, made the same wrong assumption as the party which made a mistake, except where it should not have been interpreted, even provided a correct presentation, that the party which made a mistake would not be able to enter into the agreement (Article 228).</p> <p>Invalidity cannot be based on a mistake that relates exclusively to future circumstances or that, due to the nature of the contract, generally accepted views or the circumstances of the case, should be clear to the party that made the mistake (Article 228).</p>
Germany	<p>The grounds for the nullity of the declaration of will are: the subject of the declaration of will is incapacitated, including temporarily incapacitated (Article 105); the legal transaction is a fictitious, provided the consent of the person who is offered to conclude it (Article 117); lack of serious intention, but with the expectation that it will be noticed by the other party (Article 118); defects of the form, which can be the ground for contested invalidity (Article 125).</p>

Poland	<p>A one-year period from the moment of its conclusion is established for declaring the legal transaction invalid (Article 61). The declaration of will must be interpreted in good faith in accordance with customs and legal provisions, the purpose of the contract, or rely on literal wording (Article 65). A list of deficiencies in the declaration of will that may cause its invalidity: insufficient consciousness or personal freedom; implicit declaration of will for the purpose of concealing another legal transaction; substantial mistake: if the declaration of will was made to another person, evasion of its legal consequences is allowed only if the mistake was made by this person even without his or her fault or if he or she knew about the mistake or could easily notice the mistake; this limitation shall not apply to free legal transactions; threat or distortion of the declaration of will (Articles 82-88).</p>
Romania	<p>The legal transaction shall be invalid if it was committed as a result of a mistake, except for cases where the person who made the mistake accepted the terms and conditions (Article 17). A minor who has reached the age of majority can confirm a legal transaction committed alone when being a minor, when he should have been represented (Articles 47, 48).</p>
France	<p>The defective will (vice du consentement) is a mistake, violence, deception (Articles 1109, 1304). A mistake is recognized as a ground of invalidity only if it concerns the essence of the subject matter of such an agreement (Article 1110). A mistake regarding the person related to the other party to the contract is the ground for declaring the agreement invalid only when this person was not the main cause of this agreement (Article 1110).</p>
Czech Republic	<p>If a person needs help in making a decision because a mental disorder causes difficulties in doing so, even if he or she is not limited in his or her capacity, he or she can resort to counseling (Article 45). If someone acted erroneously regarding crucial circumstances and was misled by the other party, the deed shall be invalid (Article 583). If the mistake relates to a secondary circumstance that neither party has declared decisive, the legal transaction shall be valid, but the person affected by the mistake is entitled to reasonable compensation from the person who caused the mistake (Article 584). A contract shall be deemed invalid if, in its conclusion, somebody takes advantage of distress, inexperience, intellectual weakness, agitation or recklessness of the other party and extracts a promise to provide performance to himself or somebody else the value of which is in stark contrast to the mutual performance (Article 1796). If the content of the contract can be interpreted in different ways, the interpretation that is most favourable to the consumer is used (Article 1812).</p>
Switzerland	<p>According to the legislation of this state, the invalidity of the legal transaction is not provided for on the ground a defective will, but only on the ground of non-observance of the established form.</p>

Ukraine	<p>If the person who concluded the legal transaction made a mistake regarding the essential circumstances, such legal transaction may be declared invalid by the court; a mistake regarding the nature of the legal transaction, the rights and obligations of the parties, such properties and qualities of the property that significantly reduce its value or the possibility of using it for its intended purpose is of significant importance. A mistake regarding the motives of the legal transaction is not significant, except for cases established by law (Article 229).</p> <p>If one of the parties to the legal transaction intentionally misled the other party regarding essential circumstances, such legal transaction shall be declared invalid by the court; deception is the case if the party denies the circumstances that may prevent from concluding the legal transaction, or if it conceals their existence; the party that resorted to deception shall compensate the other party for double losses and moral damage caused by the conclusion of this legal transaction (Article 230).</p>
---------	--

Note: Prepared based on the following references (Burgerlijk Wetboek Van België, 2019; Burgerlijk Wetboek Van Nederland, 1838; Cod Civil Al României, 2009; Code Civil Français, 1804; Codice Civile D’Italia, 1942; Código Civil De España, 1889; Das Bürgerliche Gesetzbuch Der Bundesrepublik Deutschland, 1896; François, 2018; Kodeks Cywilny Rp Z Dn., 1964; Občanský Zákonník Čr Ze, 2012; Zivilgesetzbuch Der Schweiz, 1911; Civil Code of Greece, 1984; Judicial Statistics of Greece, n.d.; The Civil Code Of Ukraine, 2003).

Therefore, the civil legislation of Greece, Spain, Poland and the Czech Republic provides for the strictest requirements for declaring a legal transaction invalid on the ground of a defective will, while Italy and the Netherlands provide for the least strict.

We compare the above-mentioned approaches with the statistics of the appeals to the court to declare legal transactions invalid on the ground of a defective will (Table 4).

Table 4: Statistics in disputes concerning legal transactions in EU countries and Ukraine

State	2019	2020	2021
Greece	2,202	3,903	4,105
Spain	132,471	110,426	115,947
Italy	121,090	119,225	116,781
Netherlands	23,941	23,117	22,021
Poland	10,874	9,603	8,715
Czech Republic	3,276	5,194	4,512
Ukraine	250,410	234,916	232,502

Note: Prepared based on the following references (Estadísticas Judiciales De España, n.d.; Juridische Statistieken Van Nederland, n.d.; Katalog Životnich Situaci, n.d.; La Dg-Stat, n.d.; Statystyka Sądowa Polski, n.d.; Judicial Power of Ukraine, n.d.).

Therefore, the largest number of appeals to the court for this category of cases is observed in Ukraine (with a downward trend), and the lowest – in Greece (with an upward trend), Poland (a downward trend) and the Czech Republic (with no definite trend) (Figure 1).

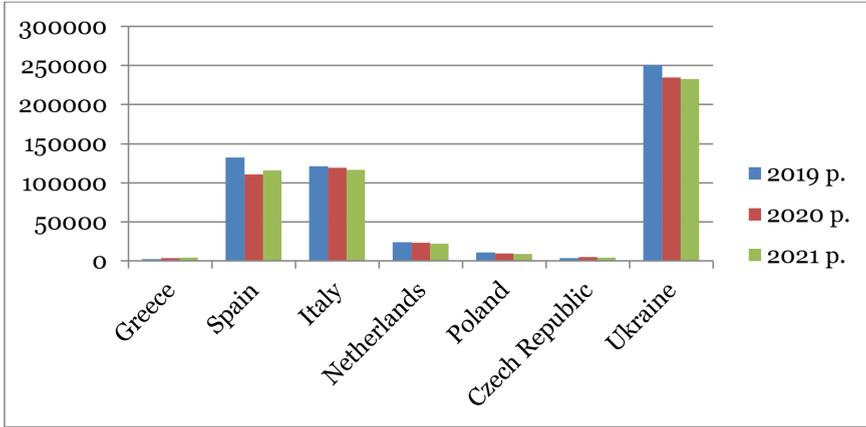


Figure 1: Statistics on disputes related to legal transactions in EU countries and Ukraine. Source: authors.

Therefore, the most effective is the legal regulation of the form of declaration of will, which is based on the principle of free choice of the form of declaration of will (Greece, Poland, Czech Republic). At the same time, these states have strict requirements for contesting legal transactions and prohibiting the abuse of rights.

4. Discussion

In most states, the prevailing principle is presumption of conformity of a valid will at the time of concluding a legal transaction to the declared will. Such conclusions are in line with the findings obtained on the basis of research by the French civil lawyer François (2018). The researcher notes that this rule derives from the binding force of the contract and respect for the will of the parties (*du respect de la volonte des parties*).

At the same time, the conformity of the valid will of the parties in the legal transaction to the declared will depends on the received information about the terms of the legal transaction and its interpretation. A number of studies support this hypothesis.

For example, Markovits and Atiq (2021) noted that it is necessary to distinguish the semantic intentions of the parties regarding their speech acts (intentions to mean one or the other thing by their words) from their pragmatic and clearly legal intentions (intention to cause legal consequences with the help of their speech acts, such as the creation of an enforceable promise).

Some scholars (Selucka *et al.*, 2018) also confirm the conclusions that the private law of most European countries is based on the informed consumer principle. The scholars studied the general regulation of consumer information, requirements for pre-contractual information, deceptive practices that adversely affect consumer decisions, unfair contract terms, and reasonable consumer expectations.

The information overload is the reverse side in the course of conscious decision-making and achieving the correspondence of the valid will to the declared will. It also carries the danger of distorting the acceptor's perception of the terms of the legal transaction and leads to a defective will in the legal transaction (Miklitz and Domurath, 2015; Tarasevych *et al.*, 2022).

A number of scholars (Marakarkandy *et al.*, 2017; Akhter *et al.*, 2022) used the example of banking contracts to carefully analyse the terms and conditions that seem attractive to consumers and which encourage them to more willingly accept other terms of the legal transaction. They include: the promised safety, simplicity, ease, and clarity of using financial services. Therefore, there is a high risk of misleading interpretation of the terms of the contract in this area and, accordingly, the resulting defective will (Tsyganii *et al.*, 2022).

According to the legislation of many states, defective will is the ground for canceling the legal transaction or declaring it null and void in court.

Such conclusions confirm the findings of Akbar (2016). The researcher notes that misrepresentation can in all cases be the ground for cancellation of the legal transaction.

However, the opinion of Akbar (2016) that such measures to cancel the legal transaction on the ground of a defective will is a discretionary means of legal protection does not seem to be fully justified. The researcher provides the following arguments in support of his opinion: a) the party has already confirmed its will by signing the contract; b) the party did not take measures to clarify the actual content of the terms of the legal transaction; c) sometimes the cancellation of the legal transaction in court makes it impossible for the parties to return to their original position, or the third party has acquired legal rights as a result of the original contract.

This opinion is supported by Haidulin (2021) in the context of bona fide interpretation (*bonae fidei interpretatio*). The researcher believes that this refers to relapses of mass abuse of the law (objective — the letter of the law, and subjective — the form of declaration of will), which is almost always the case under market liberalization.

The research carried out in this article confirms that such conclusions are false. It proves that giving the parties the right to contest the legal transaction in the event of a defective will is what times demand and an effective protection against the abuses of commercial entities and other bad faith offerors.

One should agree with the scholars (Kar and Radin, 2019; Matejka and Güttler, 2018), who studied the issue of concluding legal transactions remotely using digital technologies. The development of digital technologies entails complications of forms of declaration of will when concluding such legal transactions. Such forms include biometric or other similar identifiers, which are not *stricto sensu* a signature in the legal sense, but perform a similar function.

Conclusions

In most states, the principle of the valid will is applied when the transactions are concluded. The subjective and objective factors of volitional attributiveness can be distinguished. The former include: subjective perception of the terms of the legal transaction, interpretation of information, compliance with the form of declaration of will when concluding the legal transaction. These factors are determined by a person's capacity, which is why the laws of most states set restrictions on concluding legal transactions by partially incapacitated and fully incapacitated persons. Objective factors should include: the subject's position at the time of making the decision to conclude the legal transaction, the good faith of the offeror, the reliability of the information.

The legislation of most EU states and Ukraine establishes strict requirements for the submission of information, especially commercial information and advertising. The bad faith of the offeror's actions may lead to misunderstanding of the terms of the legal transaction by the acceptor, and to contesting his or her consent to conclude the legal transaction. Some EU states (Belgium, Greece, Italy, Spain, etc.) allow to contest legal transactions only in case of a significant mistake.

The main indicator of the effectiveness of the legal regulation of the declaration of will when concluding the legal transaction is a high-level protection of the parties to the legal transaction from deception and a small

number of appeals to judicial authorities to contest the legal transaction on the ground of a defective will.

According to these indicators, the most effective model of legal regulation of the form of declaration of will is based on the principle of free choice of the form of declaration of will (Greece, Poland, Czech Republic). At the same time, these states have strict requirements for contesting legal transactions and prohibit the abuse of rights.

The results of this study can be used to develop proposals for improving legislation in the field of regulation of forms of declaration of will when concluding legal transactions.

Bibliographic References

- ADAMOVA, Olena. 2017. "Classification of legal facts according to the voluntary criterion in the mechanism of legal regulation of marine insurance relations" In: Scientific and practical conference "Problems of civil law and process". KhNUVS. Kharkiv, Ukraine.
- AKBAR, Allen. 2016. Basic principles of English contract law. Available online. In: <http://www.a4id.org/wp-content/uploads/2016/10/A4ID-english-contract-law-at-a-glance.pdf>. Consultation date: 10/5/2022.
- AKHTER, Ayeasha; KARIM, Mobarak; JANNAT, Sabeha; ISLAM, Anwarul. 2022. "Determining factors of intention to adopt internet banking services: A study on commercial bank users in Bangladesh" In: Banks and Bank Systems. Vol. 17, No. 1, pp. 125-136.
- BENLI, Erman. 2020. "Making 'the principle of honesty' (objective good faith) measurable and data-driven through the theory of 'contract with the effect of third party protection': an example from European civil law countries" In: The Lawyer Quarterly. Vol. 10, No. 2, pp. 73-81.
- BURGERLIJK WETBOEK VAN BELGIË VANAF. 2019. Available online. In: <https://justitie.belgium.be/nl/bwcc#:~:text=Op%201%20november%202020%20isopschrift%20'oud%20Burgerlijk%20Wetboek>. Consultation date: 10/5/2022.
- BURGERLIJK WETBOEK VAN NEDERLAND VANAF. 1838. Available online. In: <https://wetten.overheid.nl/BWBR0002656/2021-01-01>. Consultation date: 10/5/2022.
- CIVIL CODE OF GREECE 1984. No. 2783/1941. Available online. In: <http://5dim-n-irakl.att.sch.gr/documents/AstikosKodikas.pdf>. Consultation date: 10/5/2022.

- COD CIVIL AL ROMÂNIEI DIN. 2009. No. 287/2009. Available online. In: <https://legislatie.just.ro/Public/DetaliuDocument/175630>. Consultation date: 10/5/2022.
- CODE CIVIL FRANÇAIS. 1804. Available online. In: <https://www.legifrance.gouv.fr/codes/id/LEGITEXT000006070721/>. Consultation date: 10/5/2022.
- CODICE CIVILE D'ITALIA DA. 1942. No. 262. Available online. In: http://www.jus.unitn.it/cardozo/obiter_dictum/codciv/Codciv.htm. Consultation date: 10/5/2022.
- CÓDIGO CIVIL DE ESPAÑA. 1889. Available online. In: <https://www.boe.es/buscar/pdf/1889/BOE-A-1889-4763-consolidado.pdf>. Consultation date: 10/5/2022.
- DAS BÜRGERLICHE GESETZBUCH DER BUNDESREPUBLIK DEUTSCHLAND AUS. 1896. Available online. In: <https://www.gesetze-im-internet.de/bgb/>. Consultation date: 10/5/2022.
- DUDOROV, Olexandr; PYSMENSKYY, Yevhen. 2020. "Sexual sphere: thin line between freedom and crime" In: *The Lawyer Quarterly*. Vol. 9, No. 4, pp. 299-318.
- EREN, Frank. 2015. *Borçlar Hukuku: Genel Hükümler (Law of Obligations: General Provisions)*. Yetki. Ankara, Turkey.
- ESTADÍSTICAS JUDICIALES DE ESPAÑA. n.d. Available online. In: <https://www.poderjudicial.es/cgpj/es/Temas/Estadistica-Judicial/Base-de-datos-de-la-estadistica-judicial--PC-AXIS-/>. Consultation date: 10/5/2022.
- FRANÇOIS, Clément. 2018. Article 1192 du code civil: On ne peut pas interpréter des clauses claires et précises à peine de dénaturation. Available online. In: <http://denaturer.ovh/article-1192-ducode-civil-on-ne-peut-pas-interpreter-des-clauses-claires-et-precises-a-peine-de-denaturation/>. Consultation date: 10/5/2022.
- GUTTLER, Vojen; MATEJKA, Ján. 2016. "On issues related to certain human rights and fundamental freedoms in the context of the protection of biometric data" In: *Pruvnik*. Vol. 155, No. 12, pp. 1055.
- HAIDULIN, Oleksandr. 2021. Interpretation in European contract law: hermeneutic-civilistic principles. *Naukovo-doslidnyi instytut pryvatnoho prava i pidpriemnytstva imeni akademika F. H. Burchaka NAPrN Ukrainy*. Kyiv, Ukraine.

- HOUSKA, Daniel. 2019. "Dusk over the European contract law? Cost-benefit assessment: a review." In: *The Lawyer Quarterly*. Vol. 9, No. 4, pp. 359-366.
- HULMAK, Milan. 2022. "The consequences of unfair terms in consumer contracts" In: *The Lawyer Quarterly*. Vol. 12, No. 1, pp. 53-76.
- JUDICIAL POWER OF UKRAINE. n.d. Judicial statistics of Ukraine. Available online. In: https://court.gov.ua/inshe/sudova_statystyka. Consultation date: 10/5/2022.
- JUDICIAL STATISTICS OF GREECE. n.d. Available online. In: https://www.ministryofjustice.gr/?page_id=1603. Consultation date: 10/5/2022.
- JURIDISCHE STATISTIEKEN VAN NEDERLAND. n.d. Available online. In: <https://www.rechtspraak.nl/>. Consultation date: 10/5/2022.
- KATALOG ŽIVOTNÍCH SITUACÍ. n.d. Soudní statistika ČR. Available online. In: <https://justice.cz/web/msp/statisticke-udaje-z-oblasti-justice>. Consultation date: 10/5/2022.
- KAR, Robin Bradley; RADIN, Margaret Jane. 2019. "Pseudo-Contract and Shared Meaning Analysis" *Harvard Law Review*. Vol. 132, No. 4, pp. 1135–1219.
- KHARITONOVA, Olena. 2016. Key grounds of gender policy in the criminal law of Ukraine and main directions of reforms on combating violence against women and domestic violence: scientific and practical guide. Humanization of criminal liability and democratization of criminal justice. Ivano-Frankivsk, Ukraine.
- KODEKS CYWILNY RP Z DN. 1964. Available online. In: <https://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=wdu19640160093>. Consultation date: 10/5/2022.
- LA DG-STAT. n.d. Statistiche giudiziarie d'Italia. Available online. In: <https://webstat.giustizia.it/SitePages/Studi%20analisi%20e%20ricerche.aspx>. Consultation date: 10/5/2022.
- MARAKARKANDY, Bijith; YAJNIK, Nilay; DASGUPTA, Chandan. 2017. "Enabling internet banking adoption: An empirical examination with an augmented technology acceptance model (TAM)" In: *Journal of Enterprise Information Management*. Vol. 30, No. 2, pp. 263-294.
- MARKOVITS, Daniel; ATIQ, Emad. 2021. "Philosophy of Contract Law" In: *The Stanford Encyclopedia of Philosophy*. Available online. In: <https://plato.stanford.edu/cgi-bin/encyclopedia/archinfo.cgi?entry=contract-law>. Consultation date: 10/5/2022.

- MATEJKA, Ján; GÜTTLER, Vojen. 2018. “Electronic written documents and biometric options of their signing – problem of evidentiary reliability and personal data protection” In: *The Lawyer Quarterly*. Vol. 8, No. 1, pp. 38-50.
- MIKŁASZEWICZ, Przemysław. 2019. “Prawo konsumenckie. Komentarz” In: *Komentarze Prawa Prywatnego, Tom VII*. Warszawa, Poland.
- MIKLITZ, Hans-W.; DOMURATH, Irina. 2015. *Consumer debt and Social Exclusion in Europe*. Routledge. London, UK.
- OBČANSKÝ ZÁKONÍK ČR ZE DNE. 2012. No. 89/2012. Available online. In: <https://www.zakonyprolidi.cz/cs/2012-89>. Consultation date: 10/5/2022.
- SAVCHUK, Svitlana; TROFIMOVA, Liudmyla. 2008. “Voluntary attribute of the deed” In: *Naukovyi Visnyk Chernivetskooho Universytetu*. Vol. 478, No. Science of Law, pp. 5-9.
- SAVIGNY, Friedrich Carl von. 1840. *System des heutigen Römischen Rechts*. Bd. 3. Veit. Available online. In: https://www.deutschestextarchiv.de/book/show/savigny_system03_1840. Consultation date: 10/5/2022.
- SCHULTE-NOLKE, Hans. 2015. “The Brave New World of EU Consumer Law – Without Consumers, or Even Without Law?” In: *Journal of European Consumer and Market Law*. Vol. 4, No. 4, pp. 135–139.
- SELUCKA, Markéta; ŘEZNÍCKOVA, Iva; LOUTOCKY, Pavel. 2018. “Specific questions of consumer protection connected with information duty in Czech law” In: *The Lawyer Quarterly*. Vol. 8, No. 4, pp. 469-485.
- STATYSTYKA SĄDOWA POLSKI. n.d. Available online. In: <https://isws.ms.gov.pl/>. Consultation date: 10/5/2022.
- SULIEIMANOVA, Liia; BOHDAN, Yuliia; DELIJA, Oksana; BILOUSOV, Yevhen; PAVLYUK, Tatiana. 2022. “Formation of social Ukraine’s policy on the principles of social governance in EU countries” In: *Cuestiones Políticas*, Vol. 40, No. 73, pp. 215-232.
- SYROVATSKYI, Valerii. 2020. *Philosophical and legal content of state coercion in the temporal and spatial discourse*. Lviv, Ukraine.
- TARASEVYCH, Tetiana; MELNYK, Yaroslav; MELNYK, Mariia; KRUSHELNYTSKA, Hanna; HRYTSENKO, Halyna. 2022. “Problems of concluding surrogacy agreements: Practice of Ukraine and the EU” In: *Cuestiones Políticas*. Vol. 40, No. 73, pp. 71-89.

- TSYGANII, Svitlana; SHYIAN, Dmytro; DIAKUR, Mariia; ARESHONKOV, Vitalii; HOSPODARENKO, Volodymyr. 2022. "Criminal law transformation in the context of COVID-19: The experience of the European Union and Ukraine" In: Cuestiones Políticas. Vol. 40, No. 73, pp. 52-70.
- THE CIVIL CODE OF UKRAINE. 2003. No. 435-IV. Available online. In: <https://zakon.rada.gov.ua/laws/show/435-15#Text>. Consultation date: 10/5/2022.
- WAGNER, Helmut. 2012. "Is harmonization of legal rules an appropriate target? Lessons from the global financial crisis" In: European Journal of Law and Economics. Vol. 33, No. 3, pp. 549-557.
- YOUNGS, Raymond. 2020. English, French and German Comparative Law. Routledge-Cavendish. London, UK.
- ZIVILGESETZBUCH DER SCHWEIZ AB. 1911. Available online. In: https://www.fedlex.admin.ch/eli/cc/24/233_245_233/de. Consultation date: 10/5/2022.



UNIVERSIDAD
DEL ZULIA

CUESTIONES POLÍTICAS

Vol.40 N° 75

*Esta revista fue editada en formato digital y publicada en diciembre de 2022, por el **Fondo Editorial Serbiluz**, Universidad del Zulia. Maracaibo-Venezuela*

www.luz.edu.ve
www.serbi.luz.edu.ve
www.produccioncientificaluz.org