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Keywords: *causa*, legal acts, obligation, Roman Law.

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Preliminary issues

Trying to clarify the complicated subject of *causarum* it seems relevant to start the divagation by imagining a given party X which possesses some estate. The actions which can be performed by X are multiplication or reduction. Focusing on the second option it is relevant to mention that the estate appears to have decreased due to such actual actions as for example consumption, loss or polite transfer of funds (i.e. tipping in a bar). However, the most distinctive way of decreasing the estate is the performance of a disposing legal act.

A legal act means, frankly explaining, that a party X, as a consequence of performing a statement to Y, derives from his assets an object or law for Y. Such an act definitely results in impoverishing party X. However, nobody performs such acts with the intention of impoverishment. That would be irrational. Before there is impoverishment, there always has to be the will first. That is why a disposing act is always preceded by a declaration – in other words an obligation. This way, party X is deriving himself for the benefit of party Y due to previously binding himself to do so. If he had not done that, he probably would not have performed the disposal. It is then called that the act has been performed *causa solvendi*, which aim is to be released from the obligation.

In this part a question about the meaning of an obligation is and its origin arises. The answer shall be made by recalling the given party X. Before party X releases himself from the obligation, it first has to develop it by his action. It usually happens involuntarily while performing the disposal. The Polish law contains a rule concerning the double result of a legal act – the so-called obliging-disposing rule.²

¹ Also see more widely: J. Pisuliński, K. Zaradkiewicz, *Transfer of movables in Poland* [w:] W.Faber, B. Lurger (red.) *National Reports on the Transfer of Movables in Europa*, vol. 4, München 2011, p.467 and other.

² W.J.Katner, *Umowne nabycie własności ruchomości w prawie polskim*, Warszawa 1992, p.51 and other., J.Wasilkowski: *Przeniesienie własności (zasady ogólne)*, PiP 6/68, p.917.

It can also happen that an obligation can be performed by a separate legal act, being the result of clear will of both parties. Nevertheless, in both cases, before party X disposes of a certain good or law *causa solvendi*, he first has to oblige himself and this is being done in two ways:

- The first one consists in the fact that a party obliges oneself to dispose only for the reason of getting something in return. The party is interested in obtaining a benefit for himself to this extent that he is ready to impoverish himself. It is then called that an obligation happens *causa obligandi vel acquirendi*.
- However, the condition „something for something” is not always present. It happens that the party which is performing the obligation does not expect anything in return but the behavior is just a sole act of generosity. In other words, the behavior’s aim is to impoverish without obtaining equivalence – the aim of the party is the change of the legal title of a given object or law. This kind of obligation is called *causa donandi*.³

To sum up, a party is entitled to conduct an obligation or *causa obligandi* (aiming to obtain equivalence) or *causa donandi* (as a sole act of generosity). In both situations, the disposing act is performed *causa solvendi* (in order to be released from the obligation).

Having regard to the aforementioned, it seems necessary to remark that impoverishment may not only happen according to direct disposal of an object or law, but also in an indirect manner by obliging. That is why all acts leading to impoverishment for the benefit of another party,⁴ regardless if performed directly (by a binding act) or indirect (by a disposing act), are commonly called augmenting acts.

Causality in the approach of ancient Roman law

For an inquisitive researcher the apprehension of civil institutions as *here and now* is insufficient. An analysis of *statu nascendi* referring to the historical context seems to be essential. Only this way makes it possible to fully comprehend the mechanisms of law. Civil institutions possess their great-counterparts and their present shape does not appear out of nowhere. It seems necessary to refer to the model of causal acts of the ancient Roman law and form the following question: How did conveyancing of property emerge back then?

The answer needs to be formed two-stage. Firstly, an obligational contract was conducted. Consequently, the law was transferred by *traditio* in order to perform it. The first part of this transaction was a binding act which was an incumbent vow. The second one, was a typical disposal.⁵ It consisted of externally demonstrated conveyance of property from hand to hand and a statement that this is what the parties demand.⁶ In this place a question can be formulated: where from did such division on a binding and consequently disposing act emerge? Romanists make efforts to explain it this way that conveyancing property was such an important act in the antique Roman law that it could not be terminated by a sole contract.

³ In studies some have tried to question the justness of *causa donandi*. More widely: A. Szlęzak, *Przewłaszczenie na zabezpieczenie rzeczy przyszłych, rzeczy oznaczonych co do gatunku oraz nieruchomości*, Rejent 1995, no 2, p.117.

⁴ R. Longchamps de Berier, *Wstęp do nauki prawa cywilnego*, Lublin 1922, p. 189, P. Szafarz, *Odpadnięcie podstawy prawnej w kontekście reguły kauzalności*, Przegląd Ustawodawstwa Gospodarczego no 4, 1996, p. 13.

⁵ It should be mentioned that Roman jurists have not created a general notion of a legal act. However, some traces leading to the creation of this category can be found in their deliberationp. W. Wołodkiewicz, *Czy prawo rzymskie przestało istnieć?*, Zakamycze 2003, p.49, T. Taubenschlag, *Prawo rzymskie*, Warszawa 1955, p.93, K. Chatyła, *Prawo rzymskie*, Zakamycze 2004, p.67.

⁶ Z. Rozwadowski, *Prawo rzymskie. Zarys wykładu wraz z wyborem źródeł*, Poznań 1992, p.127 and other; M. Sośniak, *Rozwój historyczny konstrukcji umowy obligacyjnej*, Katowice 1986, p.119.

Another transaction was essential – a special formal activity – *manicipatio* or in *iure cessio*, which have been replaced by informal tradition within time⁷. What was the relation between a binding contract and tradition in the ancient Roman law? It was significant. Primarily, thanks to the contract it was known why the parties even performed tradition. The aim was sale, exchange, donation or the fulfillment of another binding contract. Tradition was only an executive act of an obligational contract because it conveyed property. What is more, Romanists emphasize that tradition was a *causa* activity in relation to a binding contract. Its validity depended on the validity of a binding contract⁸. The second one was solely an exchange of vows. It did not modify proprietary relations or the relations of possessing an object⁹. It only conceived obligation.

Causality in the Roman and Germanic system

The aforementioned Roman judicial traditions influenced legal systems of western European countries in a certain way¹⁰. For instance, the tradition of inserting mutual declaration assuming fictional tradition has settled in the French civil law.¹¹

Therefore, the parties have agreed that the practical transmission of an object has followed, although it was not the truth indeed. This kind of practice consequently led to the termination of division of binding and disposing acts in the French civil law. These acts have combined. The sole contract of sale, exchange or donation was sufficient for the material effect – that is to the conveyance of property. Tradition has emerged to be redundant and archaic. A totally different path has been taken by the German civil law. The ancient division of the two-stage acquisition of property has been preserved. Firstly, it was essential to conduct a binding contract and then a material one. The difference was merely the fact that in the antique law the disposing act was associated by causality with the binding contract – so, it was dependent, this relation was broken by the German law. Disposing acts were in a way separated from binding contracts. Herewith, abstract acts are meant. Hence, when for instance A had conducted a contract with B, and later changed his mind performing a disposal for the benefit of C, such a disposal was fully legal in the German law. In case of its invalidity, the party which has augmented, was only entitled to claim unjust enrichment.¹² This was the main point but not this is significant now. What kind of model has been applied by the Polish legislator- this is the principal question.

Causality in the Polish legal system

Referring to the preceding ascertainments, it must be assumed that the Polish legal system holds a mixed model of conveying property. In order to prove it, the literature points out the provision

⁷ E. Gintowt, *Rzymskie prawo prywatne w epoce postępowania legisakcyjnego* (od decemwiratu do lex Aebutia), Warszawa 1960, p.83 and other. W.J. Katner, *Umowne nabycie własności ruchomości w prawie polskim*, Warszawa 1992, p. 8, szerzej patrz: W. Wołodkiewicz, M. Zabłocka, *Prawo rzymskie. Instytucje*, Warszawa 2001, p. 134.

⁸ Cf. Z. Rozwadowski, *Prawo rzymskie. Zarys wykładu wraz z wyborem źródeł*, Poznań 1992, p.127 and other. It should be mentioned that during the reign of ceasar Justinian the tradition has gained features of an abstract act. Cf. M. Żołnierczuk, *Zarys prawa rzymskiego*, Lublin 1998, p.168. E.Drozd presents that opinions about the tradition being causal or abstract are divided. Cf. szerzej; E. Drozd, *Przeniesienie własności nieruchomości*, Kraków-Warszawa 1974, p.20 and other.

⁹ K. Czachlarz, *Instytucje prawa rzymskiego*, Lwów 1920, 109, K. Kolańczyk, *Prawo rzymskie*, Warszawa 1937, p.362, M. Sobczyk, *Świadczenie w zamierzonym celu, który nie został osiągnięty*, Toruń 2012, p.68. Cf. K. Czachlarz, *Instytucje*, p.109.

¹⁰ Cf. szerzej: M. Kuryłowicz, *Prawo rzymskie. Teoria, tradycja, współczesność*, Lublin 2003, p.154 and other.

¹¹ E. Drozd, *Przeniesienie własności ...*, p.18.

¹² W. Czachórski, *Czynności prawne przyczynowe i oderwane w polskim prawie cywilnym*, Warszawa 1952, p. 67 and other..., E.Drozd, *Przeniesienie własności...*, p.23.

of article 535 of the Polish Civil Code according to which: *By a sale contract, the seller commits to transfer to the buyer the ownership of a thing and to hand over the thing, and the buyer commits to collect the thing and to pay the price to the seller.*

In that provision the binding character of a sale contract can be seen clearly. Other civil contracts are constructed likewise, for example the exchange contract or the donation contract. They have been deliberately placed in the chapter – *obligation*. There is more.

The Polish legislator has placed an important regulation in the Polish Civil Code in a different place- article 155 § 1 of the Polish Civil Code *A sale, exchange, donation, real estate alienation or other contract creating an obligation to transfer the ownership of goods in specie transfers the ownership to the acquirer(...).*

The legislator has, herewith, imposed a material result on the binding contract. W. J. Katner accurately states that this kind of contract consists of two layers – the changing and depending one and also a constant one which transfers ownership. Consequently, the legislator applies the double result model of a contract being at the same time binding and disposing. Yet, it is not excluded for (with the consent of both parties) a civil contract to grant a solely binding consequence so that the next contract shall be performed *causa solvendi* – that means with the aim of fulfilling the obligation.

Incidentally, it should be remarked that according to provision article 155 § 2 of the Polish Civil Code: If fungibles are the subject of a contract creating an obligation to transfer ownership, to transfer the ownership of the fungibles, the transfer of possession is required. The same applies (...) to transfer ownership of future things.¹³

The aforementioned solution seems to be natural. According to Polish civil law studies, only individualized, existing object can be subject of ownership. Hence, it is impossible to acquire ownership of an object until it is an object in specie or a future one, which has not been manufactured yet. Only a fungible, individualized object can be the subject of ownership. The sole obligation to transfer ownership of goods in specie or future is still fully acceptable.¹⁴ To the actual acquisition it is necessary to possess the material acquisition, which determines the individual character of the object. As justly mentioned by J. Wasilkowski, until the aforementioned happens – the vendor holds the right to exchange objects by others. The buyer can not be the owner until he has made his decision. The legal regulations of this provision seem to be fully understandable. The sole formulation always leads to doubts being the subject of fierce discussions. The doctrine formulates a doubt whether the discussed regulation is a real or consensual act.

- The first one of the preached concepts indicates the existence of two different acts on the basis of provision art. 155 § 2 of the Polish Civil Code. The conclusion of a sales contract of fungibles would be a binding, consensual and binding act, whereas the sole transmission of the possession, in accordance with this theory, would be treated as a separate, real, disposing act. However, the problem consists in the fact that the legislator, in provision 155 § 2 k.c. of the Polish Civil Code, does not mention the necessity of

¹³ Full consequences of a contract transferring property of a fungible are: debenture and material one. Both can take place only if the seller is the owner of a certain item at the time of concluding the contract. It arises from the legal rule *nemo plus iuris in alium transferre potest, quam ipse habet*. This subject is touched more widely in: P. Breyer, *Przeniesienie własności nieruchomości*, Warszawa 1975, p.63, W.J. Katner, M. Stahl, W. Nykiel, *Umowa sprzedaży w obrocie gospodarczym*, Warszawa 1996, p. 145 concerning the subject and also exceptions: A. Gola, *Nabycie własności ruchomości od nieuprawnionego*, Warszawa 1982, p. 36, A. Szpunar, *Nabycie własności od nieuprawnionego*, Zakamycze 1998, p. 30 and other., M. Wilke, *Nabycie własności rzeczy ruchomej na podstawie umowy z osobą nie uprawnioną*, Warszawa-Poznań-Toruń 1980, p.29 and other.

¹⁴ J. Wasilkowski, *Zarys prawa rzeczowego*, Warszawa 1963, p.98 and other.

possessing additional agreement of the parties in order to the transmission of property (as it is done in eg. Provision art. 157 § 2 of the Polish Civil Code)¹⁵, yet the obligatory element of a disposing act is the consent of the parties that is -declaration of will. Thus, the transmission of property cannot be treated as a separate material contract.

- The abovementioned criticism has forced the civil law studies to indicate a model of an obliging – disposing act on the basis of the discussed provision. Consequently, the contract having a dual result, would appear not only in the trade of fungibles, but also goods in specie. The only difference would only be contained in provision art. 155 § 1 of the Polish Civil Code, which would concern only a consensual act, whereas provision art. 155 § 2 a real act.¹⁶
- The justness of the discussed concept can be easily weakened. As noticed by W.J. Katner – the civil law studies indicate two conceptions of a real act – a wide and narrow. The wide conception of a real act indicates that that a legal act becomes valid since the moment of declaration of will, but the result being the acquisition of the item – follows with the moment of the handing over of a thing. The Civil Code does not accept this conception. According to the narrow conception of a real act – the validity of this act requires not only the consent of parties but also the handing over of a thing. The Polish Civil Code accepts this concept ie in provision article 307 – the establishment contract, article 710 a lending for use contract, article 835 – a safekeeping contract, article 853 – a storage contract. In this case, the concept formulating a real act on the basis of provision of the article 155 § 2 of the Polish Civil Code fails, due to the fact that this provision does not impose nullity of a legal act in case of lack of possession transmission, but only the lack of the result of the acquisition of ownership. According to this model, the contract (obliging-disposing and consensual) becomes validly conducted with the moment of the declaration of will and the result of transfer or ownership is transferred in time.

The concept of causae

In this place it seems necessary to mention, that while discussing the augmenting legal acts, all deliberations oscillate around the concept of causae. The literature presents a belief, according to which causa is meant to answer the question being, why has augment itself taken place. It is about, what the person performing impoverishment wanted to gain. It is said that causa is a legal justification of a performed augmenting legal act. No matter how understood, the deliberations should be started with an easy example, quoted by S. Grzybowski. Supposing that person X gives a watch to Y.

In this place, a question should be formed: what was the intention of X at the time of performing such an augmenting legal act. It clearly seems that the reason was donation. However, this noble gesture is fully justified. There can be another intention being the will to express gratitude. But also this will can be the source of other intentions for example: the try of getting rid of the unpleasant feeling of ingratitude and ensuring good relations.¹⁷ In this place it can be seen that the indicated example clearly presents that individual intentions, not only the close but also the far ones, can be grouped in a specific, storied structure. On the top of this structure, it seems that motives are placed, which directly start the civil trade. Donation could be an example in

¹⁵ Tak: Z.K. Nowakowski, *Prawo rzeczowe*, Warszawa 1981, p. 103 and other. oraz A. Wolter, *Problematyka ogólna czynności prawnych w k.c.*, PiP 1964, no 11, p.627 cyt. za W.J. Katner, *Umowne nabycie...*, p.51.

¹⁶ Such a view prevails in the doctrine but it happens quite frequently that authors of the comments do not present article 155§2 as an example of a real act.

¹⁷ P.Grzybowski (w:) *System prawa cywilnego*, t.1, Wrocław 1974, s505, M.Gutowski, *Zasada kauzalności czynności prawnych w prawie polskim*, Państwo i Prawo 2006, z. 4, p.4.

this place. The other motives, which lie underneath do not directly influence the civil trade – they change and are usually more personal. Such a classification of psychological stages of parties performing causing acts was formulated and called a subjective *causae* conception, where *causa* is not only part of those motives but also one of those which directly start the civil trade.¹⁸

The meaning of *causae* is comprehended differently by supporters of the so called objective conception¹⁹. They underline the wrong equality of the motive and *causae*. There is no possibility for motives to possess any legal effects. *Causae* is a part of a legal act and constitutes one of its elements. Therefore, while analyzing different situations it should be distinguished whether something is just a motive or an element of a technical and legal sphere.²⁰

The motive of one's actions should be distinguished from the legal measures which have been taken by that person. *Causa* is the only tool to fulfill particular "whims". In accordance with that, in a case when party X wants to obtain information contained in a book, he will choose a means called *causa obligandi*. Thanks to this, he will oblige himself to pay for the benefit of Y and will get the mutual obligation to transfer ownership of this book. Consequently, both parties will release themselves from this obligation by the command of *causa solvendi*. The seller will receive remuneration from X, whilst X will obtain the legal ownership of a book, which will enable to familiarize himself with its content.²¹ The motives are not important. What matters is the tool of performing an obligation act being *causa obligandi* (in order to obtain something in return) or *causa donandi* (as a sign of munificence). The tool which releases him from the obligation is the *causa solvendi* act.

Causa and a legal act

In the abovementioned situation there will appear:

- one obliging act (which will conduct two *causa obligandi* obligations)
- two disposing acts (which will be the performance of the two abovementioned obligations being understood as elements of a contract's content – a sales contract)
- and four augmentations
- two being *causa obligandi* (the transfer of ownership from X to Y and the actual transfer of the item and the payment performed by Y for the benefit of X)
- two being *causa solvendi* (the transfer of ownership of an item from X to Y with its actual transfer and the payment performed by Y for the benefit of X)

Analogically, a question can be raised, what happens with double-result legal acts. In this situation there is generally just one obliging-disposing act, which will result in four different causations. The first two being the claim for payment and the transfer of ownership with its actual delivery will possess the character of obliging *causa obligandi* causations, whereas the two other being the payment and the transfer of ownership with its actual delivery will be disposing *causa solvendi* acts.

¹⁸ Concerning the subjective conception: T.Karaś, *Pojęcia: kauzalność, abstrakcyjność, akcesoryjność i próba określenia ich wzajemnej relacji w świetle koncepcji causae generalis i causae specialis* (w:) *Wybrane zagadnienia prawa cywilnego* (pod red.M.Safjan), Warszawa 2006, p.157 and other., W. Czachórski, *Czynności prawne przyczynowe i oderwane w polskim prawie cywilnym*, Warszawa 1952, p.35 and other., P.Grzybowski, *op.cit.*, p. 503.

¹⁹ Z.Radwański, *System Prawa Prywatnego – część ogólna, t.2*, Warszawa 2002, p. 191, E. Drozd, *Przeniesienie własności nieruchomości*, Warszawa-Kraków 1974, p. 107, A.Kubas, *Causa czynności prawnej a zobowiązania z aktu administracyjnego* (w:) *Studia Cywilistyczne, t.XXIII*, Warszawa-Kraków 1974, p.45 and other., W.Sereda, *Nienależne świadczenie*, Warszawa 1988, p.41.

²⁰ P.Szer, Cf. P.Szer, *Prawo Cywilne; część ogólna*, Warszawa 1950, p.124, A.Kubas, *Causa czynności*, p.46.

²¹ Also see more widely: P.Szer, *op.cit.*, p.123.

The *causae* conception justification

The next issue which should be justified is to indicate why has the study elaborated the term *causae*. It is already common that in the light of the abovementioned circumstances, this construction can be used to determine an increase – whether it was performed *causa solvendi*, *causa obligandi* or *causa donandi*. In this place a question appears: what is the aim? Everything is really about the validity of increase. There is a view in studies that in case when the parties do not determine *causae* of a legal action and then do not embrace it with agreement, then such an act is null and void.²² Consequently, in case when party X transfers a watch to party Y, thinking that he is acting *causa obligandi*, whereas Y accepts this watch, believing that X was acting *causa donandi*, then such an act is invalid. Another situation can be when X pays to Y *causa solvendi*, that means in order to release himself from an obligation, but at the same time such an obligation has never existed or it appeared as null and void. Also, in this case there will be increase.²³

Both cases are impeccable examples of the so called causal acts. Their core is that in case of lack of invalidity of *causae*, the act is strictly null and void. In this place, it seems necessary to draw one's attention to the fact that although causality appears more as a commonly binding rule, the Polish civil studies also distinguish abstract or just abrupt acts.²⁴ For these acts, *causa* appears to be something abstract. In other words, the causing is separated from *causae*. Among such acts there can be for example distinguished: obligations resulting from bills of exchange, cheques, the takeover of debts or interception of money order.²⁵ But why does the legislator make use of both of these constructions? Why does he decide whether an act is causal and later he determines an act as being abstract? In order to clarify all this, it is worth presenting two theoretical models.

Let's imagine a situation when A binds himself to transfer a claim on someone else in the future. After some time, the parties meet again and referring to their previous declaration, they perform (by means of a disposing act) the aforementioned transfer with tacit consent that this transfer is a result of the obligation which they have conducted before. Then, let's assume that the primary obligation for some reason has been invalid. What happens? The solution presented by the causal act conception is relatively easy. Since there was no obligation, there also was no necessity to release from this obligation by performing a disposing act – *causa solvendi*. There was no *causa solvendi* at all. Consequently, the transfer of that claim from A to B has never taken place. The following case would appear differently while analyzing the separated act construction.

In this place, the validity of the disposition will be kept, regardless the fact whether the obligation being the cause has ever taken place. If the parties have performed a disposition, it means that they both intended to do so. Person B will acquire the liability in a totally legal way. However, that does not mean that the impoverishment of person A will be minimized in this construction. Since there was no obligation, person A will have the right of return from B, which originates in the provisions of undue performance.²⁶ The lack of *causae* in this place, is not performed through a direct result being the invalidity of a legal act, but indirectly as the aforementioned repayable claim. All that seems to be clarified, although involuntarily a question appears – what kind of difference will be chosen by the legislator, since the interest of

²² W.Czachórski, *Czynności prawne*, p.27.

²³ It does not matter whether the party wanted to pay, since using a tool being *causa solvendi* was unjustified. It can be noticed that together with *causa solvendi* acts there has to be another premise being a valid obligation.

²⁴ W.Czachórski, *Czynności prawne*, p.27.

²⁵ A. Wolter, J. Ignatowicz, K. Stefaniuk, *Prawo cywilne – zarys części ogólnej*, Warszawa 2001, p.273.

²⁶ W.Czachórski, *Czynności prawne*, s 44 – 48.

A is protected in both cases. Everything basically refers to the so called third parties trade assurance. Let us assume that the aforementioned claim will be transferred by B and acquired by C.²⁷ In the light of the causal construction, person C will not acquire anything due to the fact that the vendor, not being entitled, has in fact performed a disposing act of an item belonging to person A. In case of the separate construction, such a situation will not occur. In this place, since B has acquired a certain claim, being entitled to do so, the item can be sold to C without stipulation. The difference between abstract and causal acts can be clearly seen. Obviously, the aforementioned examples are only intended to be treated exemplarily.

The Polish legal literature notices two frequent stipulations considering the *causae* issue itself. Primarily, the charge is brought up that since the disposing act being *causa solvendi* should always have its source in an obligation, talking about *causa* together with the binding acts is unjustified.²⁸ If we analyze any kind of unnamed contracts, *causa* is nothing but only an internal part of these contracts. It is difficult to imagine a sales contract to function without the clause of *causa obligandi*.²⁹ Similarly, the donation contract needs to possess a *causa donandi* arrangement. What happens with unnamed civil contracts. The transfer of assets from the common property to the personal one of a spouse (or reversely), or increase between cohabitants are examples of untypical contract, undefined in the Polish Civil Code. Only thanks to the *causa* concept it is possible to explain their sense in the civil trade.³⁰ The aforementioned concept is questioned by E. Drozd, who indicates that the matter of an unnamed contract's validity can be solved the following way:

- a) the parties have conducted such a contract without the intention of the contract having a certain result (seemingly); in such a case the contract is invalid as being seeming;
- b) the parties conduct a contract which hides another contract, which determines the mutual benefit of the entitled party and then the validity of such a contract can be settled on the basis of article 83 phrase 2 of the Polish Civil Code;
- c) If situation A and situation B do not occur, then probably the parties' intention was to conduct a donation contract but they have not named it that way.

Next, E. Drozd underlines that was very wise that our legislator does not treat *causa* as in instrument to correct the contract freedom rule. That function is performed by article 58 of the Polish Civil Code, according to which a legal act being contradictory to the law or principles of community life or intended to circumvent the law, is null and void. Consequently, the author points out that almost every civil law book presents general premises of *causa*, although this matter does not appear in more detailed topics.

The abovementioned views cannot possibly be denounced. However, *causa* does not have to be considered at all, while having the knowledge about its principles at the same time. It allows to avoid misunderstandings. Among all arguments being for the familiarity of the *causarum* topic, the following ones could be mentioned;

- 1) *Causa obligandi* and *causa donandi* fully characterize the whole abundance of situations arisen as a result of augmenting obliging acts. The presence of both types of *causarum* avoids the practice of emerging of new justifications of augmentation in the civil law studies – such as *causa cavendi*, *causa* of “life community” or even *causa societatis*.

²⁷ W.Czachórski, *Czynności prawne*, p.48-50.

²⁸ E. Drozd, *Przeniesienie własności*, p.103 and other., K.Zawada, *Umowa przelewu wierzytelności*, Kraków 1990, p.49 and other.

²⁹ Z.Radwański, *System prawa*, p. 195., L. Domański, *Instytucje kodeksu zobowiązań- część ogólna*, Warszawa 1936, p.118.

³⁰ This view is argued by E.Drozd, *Przeniesienie własności*, p.104.

- 2) The presence of the *causa* term in accordance with obliging acts also has a significant meaning in the law-making stage. The legislator, precisely knowing *causa* as a part of legal acts, can create clear rules of law being comprehensible for individuals who can this way become part of legal relations.
- 3) The *causa* construction might have an educational meaning. Thanks to it, in addition to the construction of legal relations, the essence of obliging and disposing acts can be clarified.

In order to answer the following question: whether the *causa* construction has any meaning in the Polish law studies, a thesis can be formed that its sense is doubtful. However, it is worth knowing about it and its premises. Moreover, the knowledge of this construction allows to understand the historical context of many legal regulations, and also the wider, holistic view on the civil law rules with the ability to catch some analytical matters being important in the performance of theoretical and legal studies.