A FEW ASPECTS REGARDING THE SIMULATION OF CONTRACT IN THE ROMANIAN CIVIL CODE

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Abstract

The article aims to analyze some key aspects of simulation in contracts, as regulated by the Romanian Civil Code . The process of simulation will be explained, based on the provisions of the previous Civil Code, but also with reference to the relevant provisions of the legislation of some European countries. The analyse will focus on the apparent act, and also on the secret one and a special emphasis on intention to simulate, animo simulandi, the key aspect of the matter. Also the effects of the simulation will be reviewed, both from the point of view of the parties and that of third parties, the concept of third parties having another meaning in this procedure.

Keywords: *simulation, arbitration clause, relativity of contracts, overt act, covert agreement.*

1. Introduction

Pursuant to art. 1280 Civil Code, contracts take effect only between the parties, unless the law provides otherwise. This is the meaning of the principle of relativity of the effects of the contract, which can be translated in that rights and obligations arising from a valid contract will benefit or will be incumbent only on people who took part in person or by proxy, at the conclusion of the contract and whose will is present in said document.

This principle, in order to be fully and properly understood, must be interpreted with reference to the provisions of art. 1282 paragraph 1 Civil Code, according to which the contractual rights and obligations of a party shall be transferred, at his/her death, to his/her universal successors or with universal title, if the law, the stipulation of the parties or the nature of the contract do not indicate otherwise.

Thus, the principle of relativity shall be understood in the sense in which it establishes that rights and obligations arising from a contract belong to the original parties, but also to their successors in title, that is the universal successors, with universal title and particular title, as regards the latter with the observance of the conditions set by art. 1282 paragraph 2 Civil Code.

Per a contrario, to all other persons not falling into any of the categories mentioned above, and who are called proper third parties, the contract will take no effect, in the sense that they will not acquire rights, obligations or that contract. The justification of the relativity principle is simple: on the one hand, the very volitional nature of the civil legal act requires such a rule, meaning that if it is natural for a person to become a debtor or a creditor for he/she expressed his/herwish to do so, so it is natural that another person does not become a debtor or creditor unwittingly, and on the other hand, the contrary solution would be liable to undermine personal freedom[1].

However, the properly so called third parties can not be totally indifferent to the new legal situation created by the contract concluded between the parties. For this reason, the current Romanian Civil Code expressly provided a principle that in the former civil regulation of our country did not benefit from a legal basis, but was recognized form a jurisprudential and doctrinary point of view, namely the principle of enforceability. Thus, according to the provisions of art. 1281 Civil Code, *the contract is enforceable against third parties, who can not affect the rights and obligations arising from the contract. Third parties may rely on the contractual effects, but without the right to demand its execution, except as required by law.*

From the analysis of the article, can be drawn two conclusions regarding the content of this principle[2]: on the one hand, third parties can not affect the rights and obligations arising from the contract, otherwise being drawn their liability in tort, and on the other hand, third parties may rely on the effects of the contract, but can not demand its execution, except provided by law (for example with regard to insurance contracts, or if, the legislature recognizes for the benefit of certain persons, third to a contract, a so-called direct action against one of the contracting parties).

However, in order to talk about the enforceability of a contract to third parties, it must meet certain forms of disclosure, about which the legislature speaks, in principle, in Chapter IV of the Preliminary Title of the Civil Code, entitled *Disclosing rights, acts and legal facts (art. 18-24).*

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[1] G. Boroi, C.A. Anghelescu, *Curs de drept civil. Partea generală*, second edision revised and completed, Ed. Hamangiu, Bucharest, 2012, p. 221.

[2] See in this regard, C. Zamșa, în F.A.Baias, E.Chelaru, R. Constantinovici, I. Macovei, *Noul cod civil. Comentarii pe articole.*, second edition, Ed. C.H.Beck, Bucharest, 2014, p. 1459.

From reading the chapter mentioned above, we conclude that, in cases expressly provided by law, rights, acts and facts relating to the status and capacity of persons, those related to property belonging to them and any other legal relations[3] are subject to disclosure (through the forms expressly defined by the legislature), that disclosure can have either an enforceability effect of acts to third parties (as a general rule) or a constitutive or translational effect of rights between the parties and to their successors, universal, with universal title or particular title (as an exception, when the law expressly requires it), and that the sanction in case of violation of these formalities is either unenforceability of acts, rights or legal relations against third parties, or no translative or constitutive effect of rights, between parties.

However, a contract may be enforceable against third parties, even if were not respected the disclosure formalities provided by law, if such third parties are proven to have known on any other way about the contract (art. 22 para, 1 Civil Code).

We can therefore conclude that a contract is enforceable against third parties either by fulfiling disclosure formalities established by law or by knowledge in any other way by third parties about the conclusion of that act.

The difference between the two ways of knowledge by third parties of the reality recorded by contract lies in terms of evidence. Thus, if the parties performed the necessary disclosure formalities, art. 21 para. 1 of the Civil Code presumes that that act, right exists and, therefore no one can claim its lack of knowledge. In this case, the presumption will benefit the parties, who must only prov the fulfillment of the disclosure formality.

On the other hand, if the parties have not fulfilled these formalities, it is presumed that third parties are not aware of the act or the right claimed, in which the parties have the burden of proof for the purposes of proving a matter of fact, namely that third parties have ben made aware, by any other way, of the act or the right in question.

There may also be exceptions from this principle of enforceability, i.e. those cases where a third party will be entitled to disregard, to ignore, therefore to reject those legal situations that have been created by certain contracts. In other words, the parties of these agreements will not be able to prevail against third parties of certain legal situations which they have created by their contractual will[4].

The simulation is regarded as such an exception, given the parties' intention to conceal the true relationships between them, often with the aim of frauding either the interests of unsecured creditors or the interests of their successor in title.

2. Brief comments on the simulation operation in the Romanian Civil Code of 1864

The previous Civil Code has not given legal consecration to simulation, as in the current regulation. The only provision is found in art. 1175 Civil Code., according to which "*The secret document that modifies a public act, has power only between the contracting parties and their universal successors; such an act can not have any effect against the others*".

Although the above article was placed in the chapter on evidence, namely the one related to documents, yet it has been widely accepted that the simulation involved the completion of two acts (in the sense of negotium, not in the sense of instrumentum) and a public act apparently disguised and a secret act (improperly called counterletter), which contained the true will of the parties.

It is assumed that the simulation is generally aimed at fraud and thus it resembles the deceit. However, simulation differs from deceit by several important characteristics. Firstly, the deceit is fraudulent by definition, while simulation may sometimes not aim at fraud, although in practice it is rare. Secondly, the deceit is always directed against one party, while simulation is the work of both parties, directed against third parties[5].

The simulation conditions, its effects and the regulatory field, although outlined in the jurisprudential the doctrine plan, they are also found in the current regulation, with the same ideas, with quite a few differences, which we will address at the right time.

3. Simulation in the current Romanian Civil Code

3.1. Notion

Unlike the previous civil code, the simulation has a legal regime in the new regulation, in art. 1289-1294 Civil Code.

Thus, simulation can be defined[6] as the legal operation in which, through a public legal act, but apparently, it creates a new legal situation than the one established by a legal hidden, secret but real act, inappropriately also called counter-letter[7].

To understand the definition given above, we consider it necessary to explain some terms used in explaining the concept.

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[3] On the object of enforceability, more broadly, see I. Deleanu, *op.cit.*, p. 67 et seq.

[4] C. Stătescu, C.Bîrsan, *Drept civil. Teoria generală a obligaţiilor*, Ed. Hamangiu,Bucharest, 2008, p. 77.

[5] C. Hamangiu, I. Rosetti-Bălănescu, Al. Băicoianu, *Tratat de drept civil român*, vol.II, Ed. All, Bucharest, 1998, p. 523.

[6] For further definitions of this legal transaction proposed by doctrine and jurisprudence, particularly those before the current Romanian civil code, see F.A.Baias, *Simulaţia. Studiu de doctrină şi de jurisprudenţă*, Ed. Rosetti, Bucharest, 2003, p. 46-49.

[7] G. Boroi, L. Stănciulescu, *Instituţii de drept civil în reglementarea noului Cod civil*, Ed. Hamangiu, Bucharest, 2012, p. 172.

The secret act is the one expressing the real will of the parties and establishes the true legal relationship between them; to be valid, the secret act must only satisfy the merits test, the validity requirements of civil legal act, and not the formal tests, as evidenced by the *per a contrario* of the provisions of art. 1289 paragraph 2 Civil Code[8].

The problems have been raised in the literature[9] with regards to the persistence of secrecy of the act containing the real will of the parties, if it is subject to a form of disclosure. Thus, it has been said that whenever the counterletter is subject to a form of disclosure which, by its nature, is intended to make aware the third parties of the effects of legal acts (registration in the land register, entry in the Electronic Archive for Security Interests in Movable Property, etc.), its secret act character will miss. But as the same author goes on, receiving a certain date is unable to remove the secret character of the counterletter, not even by its registration at the fiscal authorities, as the tax administration is not a discolosing authority[10].

The public act is the one that creates the appearance and which is concluded to this end, i.e. to dissimulate reality under its lying cover; its existence is essential to the existence of the simulation[11].

As to this act, both the substantive conditions (capacity, consent, object and cause) and the the formal issues required by law must be satisfied. Moreover, if the secret act is an act for whose validity the law requires compliance with a specific substantive requirement (eg, donation), although this act shall not take the form of the authentic document, however, for the validity of the simulation, as legal operation , the public act must be concluded in that form, even though the law does not require the compliance with formal conditions for its valid conclusion[12], the the secret to act to "borrow" the form from the public act.

3.2. Conditions of validity of the simulation

To be valid as a legal operation, the simulation must satisfy, in a review, a number of conditions, that we also mention:

1. there is a secret act;
2. there is a public act;
3. the secret act must be concluded concurrently or possibly before the conclusion of the public act and
4. both legal acts must be concluded between the same parties[13].

According to another review[14], also embraced by by the the latest jurisprudence of the High Court of Cassation and Justice[15], in addition to the two acts

5. the existence of the simulaiton agreement is needed or the will of the parties that the legal operation produces all the legal effects specific to simulation, *animus simulandi*, which differs from the discrepancy that can occur spontaneously between the declared will and the real will, which will be solved by interpreting the contract[16].

As for the simulation agreement, it has been defined as a manifestation of will which "tells" that the public act is simulated, which expresses the will of the parties to create the appearance, to hide the reality of relationships between them, and it connects, unites the hidden act with the public, ostensible act[17]. Therefore, the simulation agreement is a legal act, regarded as negotium (whose document confirming it can even miss), by which the intention to simulate (simulating animus) is reflected[18], it may also have a fully-fledged existence (as for the simulation by disguise or for the simulation by interposition of persons), or it could lose their autonomy, being absorbed by the secret document (such as the simulation by fictional act).

As for the condition of simultaneity of colncluding the secter and the public document, some clarifications are necessary here, too.

This simultaneity must not be seen in terms of the document confirming the agreement but, as shown by the former Supreme Court, it is sufficient that the secret act precedes the public act or to be simultaneous with this one, even if the document in which the secret document was recorded has been written after the public act. In other words, it is essential that the agreement between the parties, so the convention in respect of legal operation, is prior or concomitant with the public act[19].

On the other hand, since the simulation agreement is a prerequisite, it has been admitted that once the decision to simulate was taken, so *animus simulating* was expressed between the simulators, the time period

[8] Another opinion has been expressed, namely that the secret act should also meet the formal conditions required by law if the simulation is achieved by interposition of persons or mandate without representation, cases in which the parties in the public act are not the same as the parties in the secret act; see F.A. Baias în F.A.Baias, E. Chelaru, R. Constantinovici, I. Macovei, *Noul cod civil. Comentariu pe articole,* ediția a II-a, Ed. CH BECK, Bucharest, 2014, p. 1438.

[9] See for example, L.Pop, I.F.Popa, S.I.Vidu, *Tratat elementar de drept civil. Obligaţiile*, Ed. Universul Juridic, Bucharest, 2012, p. 219-220.

[10] *Idem*, p.220.

[11] F.Baias, *op.cit.*, p. 55.

[12] In this regard, see G. Boroi, L. Stănciulescu, *op.cit.*, p. 176; în sens contrar, a se vedea P.Vasilescu, *Drept civil. Obligații*, Ed. Hamangiu, 2012, p. 493.

[13] C. Stătescu, C. Bîrsan, *Drept civil. Teoria generală a obligaţiilor*, Ed. Hamangiu, Bucharest, 2008, p. 78; we consider that this condition must be fulfilled only if the act takes the form of fictitious simulation and disguise, not when the simulation is by interposition of persons.

[14] L. Pop, I.F.Popa, S.I.Vidu, *Tratat elementar de drept civil. Obligaţiile*, Ed. Universul Juridic, Bucharest, 2012, p. 223; F.A.Baias, *Simulația*, p. 67 și urm.

[15] ICCJ, secţia I civilă, dec. nr.5782 din 12.12.2013, pe www.scj.ro.

[16] L.Pop, I.F.Popa, S.I.Vidu, *op.cit.*, p. 223.

[17] F.A. Baias în F.A.Baias, E. Chelaru, R. Constantinovici, I. Macovei, *Noul cod civil. Comentariu pe articole*, p. 1432.

[18] P. Vasilescu, *Drept civil. Obligații*, Ed. Hamangiu 2012, p. 492.

[19] Trib. Suprem, s.civ., dec. nr. 1325.1979, în V. Terzea, *Codul civil. Volumul II*, Ed. C.H.Beck, București, 2009, p. 889.

elapsed between the dates when the contracts are concluded and form the simulation is irrelevant[20].

3.3. Forms of simulation

The new civil code has not expressly provided the simulation forms, referencing only to one of the ways that the parties can use to hide their true will, namely fictivity (art. 1291 Civil Code.), form the legal appearance[21].

For these reasons, in this paper we limit ourselves to briefly resume the forms of simulation, recalling that this legal operation can be achieved by fictivity, by disguise (total or partial) and by interposition of persons; in the legal literature[22], distinction has already been made between *absolute* simulation and *relative* simulation, the latter being classified in *objective simulation* (when objective elements of the act are hidden, such as the nature of the contract, its object or its cause) and *subjective simulation* (for simulation by interposition of persons).

In its first form, of the fictional act, simulation assumes the existence of only two of its three elements, the public act and the simulation agreement respectively. Thus, the parties conclude an act which is apparently devoided of any effects through the simulaiton agreement, the participants in the simulation remaining in the state before the conclusion of the public act; no new rights and obligations arise between the parties, except for those strictly determined by the will to simulate (e.g. the obligation to consent to the dissolution of the public act within a certain period, the right of the person having consented to the simulation to get some remuneration, etc.)[23]. In short, through the fictional act the parties "pretend" to conclude a legal act (aiming at often defrauding the interests of certain categories of participants in legal relationships - creditors), in reality the act is non-existent.

The disguise, the second way to hide the reality may be total or partial, depending on the item on which the parties conclude the simulation agreement. Hiding the nature of the contract that represents the real will of the parties makes disguise to be total, while dissimulating only certain aspects of the secret contract will be just a partial disguise (i.e., hiding the real price, hiding the real date on which the secret act was concluded, hiding the way that obligation is to be executed, etc.).

Finally, the simulation by interposition of persons implies the conclusion of the public act between certain parties, while the secret act (and the simulation agreement) is attended by a third person, who will be the real beneficiary of the public act, in whose patrimony the legal effects of the concluded act will be produced.

3.4. Effects of simulation

3.4.1. General effects of simulation

In terms of produced effects, the Romanian legislature in 2009 remained committed to the principle of simulation neutrality, art. 1289 paragraph 1 Civil Code. providing that the secret act shall take effect only between the parties and, if the nature of the contract or the stipulation of the parties do not provide otherwise towards the universal successors and with universal title. So simulation, as a rule, is not sanctioned than when it is aiming at an unlawful cause, the secret act having effects only between its parties, but also towards the persons related to the third parties, towards the third parties in good faith only the public act is enforceable.

As a rule, the simulation sanction is unenforceability against third parties in good faith of the legal situation created by the secret act, and if necessary, removing the simulation by action in simulation[24].

There are also situations in which the simulation of the parties will is sanctioned by absolute or relative nullity, depending on the nature of the interests protected, nullity that can cover either the secret act, or the whole legal operation.

By way of example, we mention art. 992 Civil Code., which reads as follows: (1) The sanction of relative nullity provided in art. 988 par. (2) art. 990 and 991 also applies to the liberalities disguised as a contract for consideration or provided to a third party. (2) Are presumed, until proven otherwise, as third parties, the ascendants, descendants and spouse of the person incapable of receiving special favors, and the ascending and descending spouse of such person.

In this case, the applicable sanction will be the relative nullity of liberalities disguised as a contract for considerationor made by interposition of persons, in other words, only the secret act will be abolished and not the entire legal operation.

On the other hand, nullity will affect the entire legal operation when required by art. 1033 Civil Code., according to which (1) *any simulation in which the donation was the secret contract in order to circumvent the cancellation of donations between spouses is void/ invalid. (2) Any relative of the donee to whose legacy he would be calling upon donation and did not result as a consequence of the marriage to the donor is presumed third party, until proven otherwise.*

As to the type of nullity, we believe that in the situation cited above, the applicable sanction would be the absolute nullity, and not the relative nullity of the simulation, although at first glance, it would be about a particular interest.

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[20] P. Vasilescu, *op. cit*, p. 492.

[21] Regarding the appearance of right, see I. Deleanu, *op.cit.*, p. 63-64.

[22] F.A.Baias, *Simulația,* p. 97 ș.u.; L. Pop, *Tratat de drept civil. Obligațiile. Volumul II: Contractul*, Ed. Universul Juridic, Bucharest, 2009, p.619; P. Vasilescu, *op.cit.* , p. 490.

[23] F.A.Baias, *Simulația,* p. 99.

[24] G. Boroi, M.M.Pivniceru, C.A.Anghelescu, T.V.Rădulescu, T.E. Rădulescu în G. Boroi, M.M.Pivniceru (coord.), *Fișe de drept civil. Partea generală. Persoane. Drepturi reale principale. Obligații. Contracte. Succesiuni. Familie*, Ed. Hamangiu, București, 2016, p. 149.

However, given that by the mentioned article, the legislature intended to defend the principle of revocability of donations between spouses, revocability that is the essence of this type of contract signed between two parties who have a certain quality (spouses), we consider that the interests protected is a general one, reason for which the nullity that occurs is the absolute nullity.

3.4.2. The effects of simulation between the parties

The secret act shall effect effects between the parties of the simulation, as required by art. 1289 paragraph 1 Civil Code. The same act shall also take effect on the universal successors or those by universal title, if the nature of the contract or the stipulation of the parties does not indicate otherwise.

So, as a rule, the category parties also includes the universal successors or those by universal title (not those with particular title), unless the nature of the contract (e.g. a contract *intuitu personae*) or the will of the originating parties (in case which simulation is used to defraud the interests of these categories of successors) make the assignee be seen as third parties towards simulation.

However, we can not generalize the rule established by Art. 1289 paragraph 1 Civil Code., in the sense that, depending on the form of simulation, even the public act can produce effects between the parties; thus those elements of public act to which makes reference the simulation agreement will not produce any effect between the simulation parties, but items which are not affected by the parties' intention to simulate become effective provided for in the public act (the case, for example, of a simulation by partial disguise)[25].

The secret contract between the parties shall take effect only if the conditions of validity, the substantive issues are met (capacity, consent, object and cause) without needing to satisfy also the formal conditions, as required by art. 1289 paragraph 2 Civil Code.

3.4.3. The effects of simulation towards third parties

Two clarifications are needed to understand the effects on simulation towards third parties.

The first issue to be determined even from the very beginning is that, in the field of simulation, the third party term is more comprehensive than that in the principle of relativity matter.

In the field of simulation, the third parties towards the secret act are: unsecured creditors of the parties, successors with particular title, universal successors and successors with universal title, where the simulation is the intended defrauding of their interests.

Secondly, simulation effects differ according to whether third parties in good faith or in bad faith.

Third parties in good faith are the third parties who on the date their interests arose, related to the contract concluded by the participants in simulation, were unaware of the existence of the simulation; third parties in bad faith are therefore those who have found in any way, about both the existence and the content of the simulation[26].

Once these clarifications made, we can say that, according to art. 1290 paragraph 1 Civil Code. the parties cannot invoke the secret contract against the third parties in good faith. But the latter may invoke against the parties of the simulation the existence of the secret contract through actions in simulation (art. 1291 paragraph 2 Civil Code.), as well as they may also invoke the public act, depending on their interests.

Towards third parties acting in bad faith, the parties may only invoke the secret act, but they do not have the same right of option the third parties in good faith have[27].

Moreover, according to art. 1290 paragraph 1 Civil Code., the secret contract cannot be invoked by the parties, by their successors universal, with universal or particular title or by creditors of the person responsible for the disposal apparently against third parties who relying in good faith on the public contract, have acquired rights from the real purchaser.

3.4.4. The effects of simulation among third parties

The issue of the simulation among third parties would arise in a situation where a third party would have interests in evoking the real act, while others cannot evoke the effects of the public act.

The legislator in art. 1291 Civil Code. foresaw two possible situations: 1. the situaiton of the creditors who have started foreclosure on the property which was the material object of the fictional act; in this case, for the unenforceability of the secret act to be, effectively in favor of the unsecured creditors of a real acquirer, it is necessary that, besides the condition of good faith that those creditors have started foreclosure and have registered it in the land register or have obtained a lien on those assets[28]; and 2. the conflict situation between creditors, in which case, from the perspective of the current civil code, not the good faith of the creditors, but rather the debt date would be important; thus, if the date of the debt the creditor has against the fictional person involved in disposal precedes the secret contract, the holder of the claim will provide from the asset of his debtor, but if the date of the debt six arose

[25] F.A.Baias în F.A.Baias, E. Chelaru, R. Constantinovici, I. Macovei, *Noul cod civil. Comentariu pe articole*, p. 1437.

[26] G. Boroi, M.M.Pivniceru, C.A.Anghelescu, T.V.Rădulescu, T.E. Rădulescu în G. Boroi, M.M.Pivniceru (coord.), *Fișe de drept civil. Partea generală. Persoane. Drepturi reale principale. Obligații. Contracte. Succesiuni. Familie*, p. 151.

[27] Idem.

[28] In this regard, see F.A.Baias în F.A.Baias, E. Chelaru, R. Constantinovici, I. Macovei, Noul cod civil. Comentariu pe articole, p. 1441.

after the conclusion of the secret contract, the conflict will be settled in favor of the real creditor acquirer[29].

3.5. Action in simulation

Finally, one last point that we would like to discuss within this article is the action in declaring the simulation.

This is the way to disclose the dishonest nature of the public contract and the existence of another contract.

The initiators of the action in declaring the simulation may be the parties, where, for evidence, the general rules on the testimony shall apply, provided by art. 309, 310 C.proc.civ.; or may be third parties, in which case, since it is about proving a legal fact, they will be able to use any evidences.

In addition, as it is an action made by a party or of an action made by a third party, we consider that the extinctive prescription issue will be seen differently.

If the claimant in such an action is a third party, either in good or in bad faith, it is a declaratory action (Art. 35 Civil procedure code) and therefore it is imprescriptible; but if the claimant is a party in the simulation, since the declaration of the simulation is the only means by which the aimed purpose is achieved (performance of the secret contract or even its termination by cancellation, rescission, termination, etc. .), we are in front of an injuction, the prescription being subject to the rules of the purpose action matter.

As to the passive capacity to stand trial, it belongs to all the contracting parties involved in simulation; if the claimant is a third party and the defendant is just one of the parties, the court will have to introduce, under art. 78 C.proc.civ., the other contracting party, for unenforceability to be declared against it, too.

Finally, also as a procedural element, the court members will be established by public act, if it is simulation by fictional act or by disguise (total or partial); but if simulation consisted in interposing a person, the question about the act on which the members of the court will be established cannot raise any more, as the element of difference between the public and the secret act is reprsented by one of the contractual parties, its value is the same[30].

4. Conclusions

Although it currently benefits from a pretty thorough regulation, the legal regime of simulation has not been changed in substance compared to what the legal doctrine and the jurisprudence outlined before 1 October 2011. The legislature kept, as a rule, unenforceability as the main penalty against simulation, put an end to older controversies (the conditions that must be satisfied by the secret for the simulation to take effect), but it has also omitted to deeply focus on the effects of simulation, speaking in principle, only about simulation through fictivity, neither mentioning the disguise nor the interposition of persons.

Of Italian origin, the simulation regulation is welcome in the Romanian legal field, the provisions of the Civil Code being completed with provisions from other special laws.

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[29] Idem.

[30] For further details, see G. Boroi, M.M.Pivniceru, C.A.Anghelescu, T.V.Rădulescu, T.E. Rădulescu în G. Boroi, M.M.Pivniceru (coord.), Fişe de drept civil. Partea generală. Persoane. Drepturi reale principale. Obligaţii. Contracte. Succesiuni. Familie, p. 152-153.