

Edvards Pilipsons, Mg. iur., tiesību doktora zinātniskā grāda pretendents
Rīgas Stradiņa Universitāte
Rīga, Latvija

Līgumiskās mantošanas institūtu tiesiskās regulēšanas kompleksa rastura problemātika

<https://doi.org/10.33106/1.524>

Anotācija. Līgumiskās mantošanas tiesiskais regulējums ietver laulības līgumu, kas paredz mantošanu. Šo līgumu tiesību aktos definē kā laulības līgumu, nodrošinātu ar *mortis causa* faktoru. Pēc tiesiskās būtības šis faktors ir ģenerālklausula, kas laulības līgumā iekļauta mantojuma līguma būtiskas sastāvdaļas veidā.

Tamdēļ mantošanas pēc laulības līguma īstenošana balstās uz šiem diviem pamatiem. Pirmais pamats ir pats laulības līgums. Otrais - mantojuma līguma būtiskās sastāvdaļas. Šiem pamatiem ir konflikta raksturs. Raksta mērķis ir ar šo mantojuma veidu saistītu tiesisko aspektu analīze.

Atslēgas vārdi: laulības līgums, institūta kompleksais raksturs, līgumiskā mantošana, mantojuma līgums, tiesiskā regulēšana

Эдвард Пилипсон, Mg. iur., претендент на степень доктора права
Рижский Университет Паула Страдиня
Рига, Латвия

Проблематика комплексного характера правового регулирувания институтов договорного наследования

<https://doi.org/10.33106/1.524>

Аннотация. Правовое регулирование договорного наследования содержит в себе брачный договор, предусматривающий наследование. Данный договор именуется в правовых актах брачным договором, обеспеченный фактором *mortis causa*. Данный фактор, являющийся по правовой природе генеральной клаузулой, присутствует в брачном договоре в форме существенных составных частей договора наследования. Вследствие данного обстоятельства наследование по брачному договору осуществляется по двум данным основаниям. Первым основанием является сам брачный договор. Вторым основанием являются существенные составные части договора наследования. Данные основания обладают конфликтной природой. Целью реферата является анализ правовых аспектов, связанных с данной формой наследования

Ключевые слова: брачный договор, договор наследования, договорное наследование, комплексный характер института, правовое регулирование

Edvard Pilipson, Mg. iur., candidate for a PhD in law
Riga Stradins University
Riga, Latvia

Problematic issues in legal regulation related to integrated nature of contractual succession institutions

<https://doi.org/10.33106/1.524>

Abstract. Legal regulation of contractual succession contains a marriage contract providing inheritance. This contract is referred to in legal acts as a marriage contract, secured by *mortis causa* factor. This factor, which according to its legal nature exists as a general clause, is included in the marriage contract in the form of the essential parts of the contract of inheritance. As a consequence, inheritance under marriage contract is carried out on the two above mentioned legal bases. The first basis is the marriage contract as such. The second basis is the essential components of the inheritance contract. These

two bases are conflicting in their legal nature. The purpose of this article is to analyze the legal aspects related to this form of inheritance.

Key words: marriage contract inheritance contract, contractual succession, institution complex nature, legal regulation

In accordance with the requirements of the norms of legal acts, the contract of inheritance exists as a priority instrument of contractual succession. Along with this instrument, the marriage contract entered into with the general clause *mortis causa* is counted as contractual succession inheritance device (hereafter - marriage contract *mortis causa*). Essential part of the general clause *mortis causa* is the contract of inheritance. In this situation, the legal regulation of the marriage contract *mortis causa* carried out by the mandatory rules governing the marriage contract, as an independent legal instrument, and the mandatory rules governing the contract of inheritance.

As of now, there is no significant legal connection between these instruments, which consolidates the essential components of the marriage contract as an instrument of inheritance. A marriage contract as an independent instrument of legal regulation does not have a number of characteristics necessary for its recognition as an instrument of inheritance (Swiss Civil Code, article 199 [1], Swiss Code of Obligations, article 19 [2]. By all means, general clause *mortis causa* gives essential parts of a marriage contract the necessary hereditary characteristics. However, this clause, by blending the legal basis of a marriage contract, introduces contestability to a number of characteristics, and reduces the degree of sufficiency of legal regulation. This reduces the degree of objectification of the essential components [3] of the marriage contract, both in relation to the norms of family law, and in relation to the norms of the law of inheritance and, without doubt, the norms of the law of obligations. This statement follows from the provisions of section 4 of the Civil Law of the Republic of Latvia (hereinafter – Civil Law) [4]. This action performs by the conflict factor provisions which stated in statements as follows: *appointments of the law are interpreted in the direct sense, if necessary, the interpretation is carried out according to the system of laws* and the conflict norm formed by the provisions of part 1 of article 27 and part 1 of article 28 of the Introductory Act to Civil Code [5]. On the example of the provisions of section 4 of the Civil Law, it can be seen that the norms forming the essential components of a marriage contract should be interpreted primarily in accordance with the provisions of the section regulating family law, in case of need for additional interpretation, the legal regulation is interpreted according to the norms of inheritance and law of obligations. The priority of interpretation according to the norms of family law undoubtedly diminishes the meaning of the interpretation of a marriage contract according to the norms of inheritance and obligations of the law – the direct meaning of a marriage contract is its *inter vivos* regulation is constitution of the rights and obligations of the spouses. Introduction to the legal regulation *mortis causa* general clause requires giving priority to the interpretation to rules of inheritance law and law of obligations. By this situation a conflict of priorities is formed. This conflict also complicates the objectification of the essential components of the marriage contract as a tool of contractual succession and, as of today, defines the most significant legal connection [6] as the resolution of the conflict of legal grounds in conjunction of a marriage contract – the contract of inheritance. This form of objectification is inadmissible due to the instability of the legal factors determining the imperative norms of the law of contractual succession. Persons entering into a marriage contract with the intention to create an inheritance relationship must be confident of the right to the legal results of this contract. These rights provide for the linking of property obligations in accordance with the mandatory rules of the marriage contract with the rights to the results of inheritance, exercised in accordance with the mandatory rules of the contract of inheritance.

The most significant link should reinforce the objectification of the essential components of the marriage contract *mortis causa* in relation to the inheritance of spouses as subjects forming the object base of the contract of inheritance as an essential

part of the marriage contract *mortis causa* prescribed by Civil Law and German Civil Code [7] (Civil Law, section 124., German Civil Code, part 1 paragraph 1416), their descendants and legal relations continuing in connection with this fact.

The following legal facts are included in the scope of the concept, named by the term *continuing legal relations*: correction of the amount of hereditary shares provided to the descendants of the testator taking into account the hereditary mass (Civil Law, section 424., German Civil Code, paragraph 2310 applied on the basis of part 1 of paragraph 2311 of the German Civil Code), passing to the heir by marriage contract *mortis causa*, emanating from the essential components of this contract relating to inheritance (Civil Law, part 3 section 114 (conflict factor *general provisions on inheritance contracts*), German Civil Code, part 1 of the paragraph 2278 (conflict factor *contractual dispositions mortis causa*)).

Securing the objectification of the essential components of the marriage contract *mortis causa* in relation to the inheritance between spouses and their descendants and with the ongoing legal relations in the above form would mean the regulatory fixation of the presumption of the former spouse as an heir under section 955 of the Civil Law and paragraph 955 of the German Civil Code.

This step will be a harmonization of legal norms within the framework of the formula *essential components of the legal relationship on contractual succession – essential components of the marriage contract mortis causa*, complying with the provisions of the imperative norms drawn up from the dispositions of sections 84 and 640 of the Civil Law (factors *joint concern of the spouses for welfare* and *contract of inheritance are established inheritance rights*), as well as section 569 of the Civil Law (factor *bequeathed by hereditary order to provide a rent*) (factor *duty of the spouses to keep the family properly with their work and property*). The conflict factor *keep the family properly* will ensure the legal regulation of inheritance under the marriage contract *mortis causa* with the competent norms of the law of obligations that will justify the immutability of the inheritance law factors in the event of marriage termination or non-recognition of marriage by the competent for succession, jurisdiction. Also, this step will eliminate the significant errors of the parties to the contract regarding the scope of the rights *in rem* – the legal reality of the factor *keep the family properly* must ensure the fulfillment of the hereditary rules of the marriage contract *mortis causa* with regard to the allocation of a hereditary share in accordance with the norms of the contract of inheritance, since the regulations fix the provision that marriage is created for life (German Civil Code, part 1 of the paragraph 1353). This situation will make inheritance proceeding under the marriage contract *mortis causa* indisputable with regard to the operation of the norms enshrined in section 1445 of the Civil Law and in regard to part 1 of paragraph 119 of the German Civil Code applicable together with the provisions of part 1 of paragraph 1949 of the German Civil Code. Thus, the splitting of the norms of the law of obligations will be eliminated – the obligations secured by the norms of family law will harmoniously go over within the scope of the norms of the law of obligations that provide for the legal regulation of inheritance under the marriage contract *mortis causa*. By this unified concept and legal regulation of the basis of inheritance will be introduced. Unified concept should be secured by the essential components of the inheritance contract. Should be constituted a unified interpretation of the subjects of inheritance (heirs under the contract according to article 646 of the Civil Law and by provisions of the part 2 of the paragraph 1941 German Civil Code), a unified entitlement for inheritance.

In relation to this, it seems necessary to single out categories that influence the objectification of the essential components that should ensure the implementation of the norms of the law of obligations aimed for the negative aspects neutralization that can destroy authorized subjects' rights to inheritance.

These categories are the imperative provisions of the legal norms that reinforce the fact that the former spouses do not inherit one after another (Civil Law, section 397.,

German Civil Code, paragraph 1934). The existence in the contract of inheritance of mutual continuing obligations as a legal basis for the formation of objects of the right of inheritance under a marriage contract *mortis causa* (Civil Law, section 640., German Civil Code, paragraph 1483) should ensure the right of inheritance to spouses. Mutual inheritance should be an essential legal component of the marriage contract *mortis causa*. Otherwise marriage contract *mortis causa* shall be declared as invalid. In the Romano-Germanic legal family, as a mandatory condition for the validity of a legal transaction, the legal basis of the transaction is required, respectively, to recognize its invalidity, there must be a lack of legal basis – four requisites are necessary for the validity of the agreement: an agreement connecting the parties, a certain object that forms the subject area of influence, a certain object that forms the subject area of recognition, complaining to the competent law legal basis of the obligation. The subject area of the legal regulation of the marriage contract *mortis causa* is not only the obligations of *inter vivos* nature, but also the obligations inherent in the norms of the law of contractual succession.

Therefore, in order to avoid limping legal relations by which the transaction will be valid in accordance with the law orders, prescribed by single law sphere (in this case – law orders, prescribed by family law) and, simultaneously void on the basis of the other law (in this case – hereditary law) in the legal regulation of inheritance by marriage contract *mortis causa* it is necessary to establish principles for determining the competent law, according to which orders the inheritance under this contract will be subject to the dissolution of the marriage, the recognition of it as invalid or the non-recognition of the marriage by imperative norms of a certain jurisdiction, which competent for inheritance proceeding. It should also be determined in whose exclusive competence there will be issues of recognition of this transaction as invalid on a specific basis, or directly establish the right itself to be applied.

Undoubtedly, for objectification of essential components, it is necessary to single out discretionary factors that are obligatory for stating a category of delusion, specialized for contractual succession in a situation of inheritance under a marriage contract *mortis causa*. Specialization of the category of delusion is required due to the specific imperatives exercising legal regulation of this form of inheritance. Undoubtedly, the main imperative will be the property that the spouses in the contract have identified as separate or separated property (Civil Law, part 1, section 91, German Civil Code, part 1, paragraph 1418, respectively).

As a general rule, a delusion entails the recognition of a transaction as invalid if it was of essential importance (Civil Law, sections 1444, 1445, 1447, German Civil Code, part 1, paragraph 2078). A misconception about the nature of the transaction or the identity or such qualities of its subject, which significantly reduce the possibility of its use for the intended purpose, is essential. Minor errors and minor discrepancies between the desired and actual consequences resulting from the transaction cannot serve as a basis for recognizing the invalidity of the transaction. In this case, it is necessary to understand the content of the basis of the error in the part of the factor *hereditary disposition*. Is a hereditary disposition a marriage contract or a hereditary disposition is the contract of inheritance as the legal basis of the general clause *mortis causa*, which provides essential components of a marriage contract as a discrete legal instrument. The answer to this question will be the recognition of obligations arising in the marriage contract as obligations identical to the contract of inheritance. Objectification as a form of determining the most significant connection should resolve this issue. Inheritance as an independent process and the hereditary consequences of a marriage contract *mortis causa* should fit into the framework of interpretation, carried out in accordance with the system of legal acts providing imperative norms of the law of obligations and their connection with imperative norms of family and inheritance law. This will achieve the identity required as the basis of the validity of the legal transaction concluded in the bond of marriage contract – the contract of inheritance.

As of now, the status of the property complex which does not cause essential errors regarding the legal nature of the transaction is property complex regulated by marriage contract secured by part 1 of article 114 of the Civil Law or marriage contract, regulated by the provisions of the part 1 of paragraph 1408 of the German Civil Code. Accordingly, the identity of the rules governing the legal relations arising from the objectified lifetime obligations of the spouses in connection with this property, causes significant confusion about mandatory rules that should govern the legal status of the property complex with regard to inheritance, secured by the essential components which determined by part 3 of section 114 of the Civil Law and part 1 of section 1483 of the German Civil Code. Undoubtedly, the provision of part 1 of section 114 of the Civil Law, which introduces the concept of a plurality of marriage contracts to ensure the legal regulation of spouses' property relations, contributes to confusion and induces essential errors.

In this case, the legislator did not envisage the significance and consequences of splitting the conflict factors and, accordingly, the norms that tie the marriage contract to a specific area of legal regulation.

Misconception about the legal status of this property complex will lead to the break of the legal relationship which significant for inheritance proceeding, since there are no clear criteria for determination of the property mass (Civil Law, section 729., German Civil Code, part 1, paragraph 1497).

As of the moment it is impossible to determine the beginning of the process of the inheritance proceeding under the marriage contract *mortis causa*. As a result, it is impossible to establish the moment of commencement of the obligations corresponding to the general clause *mortis causa* – section 1673 of the Civil Law requires the direct instructions of the parties to establish a joint obligation. Complicating this situation, the legislator in this case introduces a moment of abstractness, introducing the uncertain legal status of the person due to implement this instruction in regard to family obligations and in regard to obligations, specified to succession. Different legal nature of these obligations dictates to contract parties to establish the beginning of these obligations by themselves. Abstraction is in the formula of the contract and the will establish a joint obligation only when the counterparty or the testator is expressly defined – parties of the contract cannot concretize the moment in time since the party acquires testator legal status.

Entering into a marriage contract *mortis causa* the person cannot be sure about the moment and the legal possibilities of acquiring the status of the testator. This status is acquired by a person in accordance with the provisions of sections 391 and 420 of the Civil Law. These rules are imperative. Accordingly, the legal status of a person who directly determines in accordance with section 1673 of the Civil Law has a conflicting legal nature, which is determined by meaningful conflicts that develop in the areas of legal regulation of the norms determining the legal status of a spouse as a married person and a spouse as a testator, who directly determines status of the testator according to imperatives, prescribed by the norms of the part 3 of the section 114 of the Civil Law. An additional reason for the lack of a systematic legal regulation of the status of a person as an entity engaged in direct definition in the order of section 1673 of the Civil Law is present in textual wording of the section 641 of the Civil Law. This provision refers the legal personality of a person to the status of an heir under a contract of inheritance.

The existence of norms of the law of obligations as essential components of contractual succession introduces an element of the transgression into the hereditary process.

The inheritance process is enshrined in the norms of inheritance law as a transfer of the rights and obligations of the deceased person (Civil Law, section 382., German Civil Code, paragraph 1922). The rules of the law of obligations, providing legal regulation, as the contract of inheritance as an essential part of the marriage contract

mortis causa and marriage contract *mortis causa* as an independent instrument of contractual succession, extend the scope of the term *hereditary process* by introducing certain, specified obligations of persons enshrined in regulatory acts as a testator and heir. These obligations in the situation of the marriage contract *mortis causa* attain an abstract nature and impose on the parties to the contract the obligation to realize the proper result.

In turn, awareness of the due legal result is rather difficult due to the presence of the problem of delimitation of obligations in complex legal transactions, which are the marriage contract *mortis causa*, which provides for the legal regulation of the rights and obligations *inter vivos* and *mortis causa* of spouses. This transaction does not directly affect the scope of inheritance under the contract due to the fact that the priority of legal regulation is given to imperative norms relating to family law and law of obligations (Civil Law, section 4., Introductory Act to Civil Code, article 28, parts 1, 2). To the contract of inheritance, ensuring the legal regulation of the rights and obligations of hereditary nature rules of article 26 of the Introductory Act Civil Code is applied.

In the situation of the complex nature of this transaction, the place of the contract of inheritance as a priority *mortis causa* institution (Civil Law, section 389., German Civil Code, paragraph 2290) and, importantly, as a set of essential parts of the marriage contract *mortis causa*, is unclear.

This statement is based on the provisions of the norms established on the basis of paragraphs 1967 and 1972 of the German Civil Code – the extent of the heir's liability for inheritance debts is unclear and, therefore, the amount and property value of the mandatory shares allocated to the surviving spouse in the case of a regulatory definition (recognition) competent the material law of a separate (Civil Law, section 89) or separated property (German Civil Code, paragraph 1418) by hereditary mass, which is subjected to allocation according to imperative rules prescribed by inheritance by law.

Based on this circumstance, meaningful conflicts of norms with respect to dispositional factors are formed by *former spouses do not inherit one after another, the existence of mutual continuing property obligations as the legal basis for the formation of objects of the right of inheritance under the marriage contract mortis causa*. Meaningful conflicts also add up in relation to the norms that determine by *doubt* factor.

Returning to Civil Law section 114 statements, which prescribe to comply to general conditions specified in the law in regard to inheritance contracts, it should be noted that as of the present, the essential terms of the marriage contract *mortis causa* and inheritance contract are significantly different. Inheritance contract provides establishment of inheritance law (Civil Law, section 640) on the property of the heir. This aspect notes difficulty to qualify the property fixed in contract, which must be recognized as a separate property subjected to inheritance. As a general rule, all property acquired by spouses in a marriage during their cohabitation, this property has a legal regime which established for property by section 89 of the Civil Law. This situation is unclear in relation to the legal regime of the basis of the call for inheritance (Civil Law, section 389). By virtue of the circumstances described below, it is presumed that legal basis of the call for inheritance is the law, not the contract.

The common joint property of spouses is a special type of property ownership, in which spouses trust each other to dispose of the property subject to the presumption of good faith (Civil Law, section 1013) on the basis of affiance and confidence. Limits of another person's property administration established by law, as well as the parties to the contract on the basis of free will. In this case the possible options of imprisonment into the body of the marriage contract *mortis causa* treaty powers (Civil Law, sections 2289 – 2292., German Civil Code, paragraph 677) which allow to administrator to alienate of property in favor of administrator and third parties. Alienation limits can be defined both by administrator and, in the case of legal opportunity, by law. In this case realization of these authorities, without a doubt, will cause meaningful conflicts in the sphere of legal

regulation of the formation of objects of property law. The subject matter of conflicts is the rules governing the formation of property rights of the heir under the marriage contract *mortis causa* as a result of the aforementioned contract and the rules governing the formation of property rights of the heir under the marriage contract *mortis causa* as a result of the contract of authority.

The complexity of the legal qualification of the contract of authority as a collateral institution relating to the marriage contract *mortis causa* as a tool of contractual succession lies in the fact that, according to the principles of legal regulation, this institution has the property of splitting in relation to the transferred property – the management and disposal of the transferred property belongs to one person, in turn receiving benefits – to another person.

Such a complex legal phenomenon, both directly and indirectly, does not allow to unambiguously determining the subject matter and form of contractual succession in the broad sense of the term in understanding and normative consolidation in legal order relating to imperative norms governing essential components of the contract of inheritance and marriage contract *mortis causa*.

If we are talking about a marriage contract concluded in accordance with essential provisions prescribed by Civil Law part 1 section 114 norms, in the case of presumption of good faith possession as the basis for acquiring property rights in accordance with essential provisions prescribed by Civil Law part 2, section 1007. However, the presence of the general clause *mortis causa* introduces a factor of sufficient reason for doubting in the legality of ownership (Civil Law, part 3 section 1013) for the formation of objects of property rights peculiar to the marriage contract *mortis causa*.

It is precisely because of this circumstance that the general clause *mortis causa* fixed in the form of a contract of inheritance as an essential part of a marriage contract *mortis causa* may not be recognized as the basis of a call for inheritance by virtue of the disposition factor *general provisions on inheritance contracts*. This factor prescribes the application of section 1587 of the Civil Law regarding the obligations of the counterparty (in this case, the testator) to fulfill the promise fixed in inheritance contract. The fulfillment of the promise is the recognition of the estate of the surviving spouse as a hereditary mass. As of now, this step is not possible due to the mandatory provisions of sections 89 and 382 of the Civil Law.

By this reason there is a doubt in the legal nature of the basis of the call for inheritance. Given this form of splitting the basis of the entitlement for inheritance becomes subject to challenge and, undoubtedly, becomes as the subject of a prejudicial question.

Subject to the provisions of the norm of section 389 of the Civil Law, the heir (the surviving spouse) may acquire, by virtue of the requirements of section 383 of the Civil Law and (in the situation of application of the law of Germany) according to essential provisions of part 1 of paragraph 1967 of the German Civil Code, the status of an uninformed debtor (Civil Law, section 1441., German Civil Code, paragraph 2027, part 1). This status provides a legal basis to challenge the legal basis of the inheritance entitlement by virtue of provisions prescribed by German Civil Code provisions (German Civil Code, paragraph 119, part 2). In a situation application of the law of the Republic of Latvia contested grounds for appeal the inheritance entitlement is based on the legal scope of section 383 of the Civil Law (factor *heirs inherit under the law*) and Notariate Law of the Republic of Latvia [8] imperative norms (article 251, parts 1,2,3., article 267 parts 5,6).

Content conflicts arise between general and special rules of law, between the rules governing kind and type of social relations. The fundamental condition in this case is that the rules govern the same situation. This type of collision occurs in the same space and in the same time between norms of equal legal force. The difference between them is an amount of legal regulation. The general norm is intended to regulate social relations in

general, and a special norm regulates a subspecies or part of these relations. A special rule seizes certain circumstances from the general rule. To overcome this type of collision, currently there is only one rule: a special rule cancels the effect of the general rule. The definition of the most significant connection should include the mechanism and boundaries of recourse to the norms of inheritance law and to the law of obligations, as well as the mechanism and boundaries to access to other social norms, are determined by a combination of recognizable and unrecognizable consequences of the transgression of the legal categories of inheritance law and of the law of obligations. Also, the determination of the most significant connection should be determined by the prediction of possible delicts. The main burden of determining the limits of the rules of inheritance law and law of obligations, their legal force, constructed on the substantive law of inheritance rules based according marriage contract *mortis causa*, falls on the conflict formula, the legal effect of which is determined by the *category legal interests of the heir and the testator*.

As a result of the statements mentioned above complex nature of legal regulation in contractual succession by marriage contract *mortis causa* observed a presence of lack of objectification and correct determination of the essential components of legal norms that should provide a significant connection in the situation of inheritance under the marriage contract *mortis causa*. This legal phenomenon contains the following negative phenomena: non-unified multitasking in legal terminology, possibly unreasonable distribution of competence of legal norms in a situation of differentiation of factors of complexity in legal regulation. There is a violation of the principle of proportionality (proportionality) in the qualification process. Appears an absence in immutability in the object of hereditary succession as a consequence of the interaction of singularization factors (the process of creating objects of singular succession) with the factors of universalization (the process of creating objects of universal succession) of the legal activity of a person (possible heir) in the process of fulfilling obligations under the legal regulation of marriage contract *mortis causa*. The formation of undue objects (objects that do not correspond to the law of contractual succession) of universal succession occurs. As a result of the above, a contest between objects of universal and singular succession exists. There is a problem of delimiting the rule of law inherent in inheritance under the marriage contract *mortis causa* from the rule of law, competent to ensure the regulation of marital relations by the norms of the competent family law – final material and conflict rule is shown to depend on the primary conflict factor (status) of the party to the marriage contract *mortis causa*. Because of this occurs a need for qualification according with imperative norms which prescribed by legal regulation of a similar succession device.

References

1. Swiss Civil Code // BBI 1904 IV 1, 1907 VI 367. With amendments.
2. Swiss Code of Obligations // BBI 1905 II 1, 1909 III 747, 1911 I 695. With amendments.
3. Hayton, David. Determination of the Objectively Applicable Law Governing Succession to Deceaseds' Estates. German Notary Institute // http://www.successions.org/08_Hayton.pdf (15.04.2019).
4. Civil Law of the Republic of Latvia // Valdības Vēstnesis, 41, 20.02.1937. With amendments.
5. Introductory Act to Civil Code // Federal Law Gazette I p. 2010. With amendments.
6. Pieck, Manfred. A Study of the Significant Aspects of German Contract Law // Annual Survey of International & Comparative Law, 2010; 3 (7): 111-176.
7. German Civil Code // Federal Law Gazette I p. 3719. With amendments.
8. Notariate Law of the Republic of Latvia // Latvijas Vēstnesis, 48, 09.07.1993. With amendments.