Rocznik Teologii Katolickiej, tom XXI, rok 2022

Teresa Mróz
University of Bialystok
0000-0002-8242-0919

DOI: 10.15290/rtk.2022.21.10

The functions of the spouse's consent for the legal actions within the statutory matrimonial property regime

The teaching of Father Michał Sopoćko which concerns the legal regulations of marriage remains highly relevant. One of the most important basis of functioning a family is establishing the property security. The Polish legal regulations have evolved over the years, we have witnessed various structures of the statutory matrimonial property regimes. Nowadays, at the moment of contracting marriage the spouses establish the community property (matrimonial joint property) which complies a subordinate role for marriage. To strengthen the protective function of the regime it is necessary to obtain the consent of the other spouse for any statutory legal actions.

Key words: the teaching of father Michał Sopoćko, family, matrimonial property regime, statutory property regime, the spouse's consent for the legal action.

General comments

Father Michał Sopoćko's work entitled: *The family in legislation on Polish soil (ethical and legal study)* published in 1926 in Vilnius contained various thoughts and statements which, despite the passing time, have not lost their relevance. Among such statements there are those concerning the matrimonial property regime[1]. As the Author wisely observes, the legal property relations of the spouses have a serious impact not only on the material condition of the family but also on the family ethics as the private property is the foundation of the

[1] M. Sopoćko, *Rodzina w prawodawstwie na ziemiach polskich (studium etyczno-prawne)* [The family in legislation on Polish soil (ethical and legal study)] (Wilno: 1926), 60.

family's functioning. Without at least minimal asset based security the family will not be able to function properly. The problem concerns not only the family but the whole society, therefore, in certain situations the state provides material support to the family. Contemporarily it is the spouses' work and the defined matrimonial property regime which assume a subordinate role for the family's needs, and which last for only as long as the marriage which creates the family, that constitutes the legal basis of the family's financial security

During the time when Father Michał Sopoćko was writing his work, in Poland there were three main types of the statutory matrimonial property regimes. The first one – the community property, consisted in the community of the wife's and the husband's properties while the husband managed the property. The second type – the system of separation in which the wife's property remained her own but the husband managed and used it by special agreement. The third type was the dowry system, which resembled the system of separation, with the difference concerning the fact that the wife provided the dowry and the husband took income from it and, in some cases, it also became the husband's property. Father Michał Sopoćko wisely emphasised the difficulties and confusion in understanding the real nature of the statutory matrimonial property regime. It was full of contradictions and inaccuracies. The Author expressed the opinion that the most structured system was contained in the German Code[2].

It is commonly known that during the time of the Second Polish Republic, apart from introducing the Code of Obligations from 1933, the Code of the Civil Law and the family law remained unstandardized. Despite the advanced works of the Codification Commission created in 1919, the problem remained unsolved. This resulted in the fact that certain regions of the country were under the law of the German, Russian and Prussian invaders. And although the Commission developed the projects of the matrimonial property regime, it has never become the applicable law. The works on this project lasted for a long time and particular solutions aroused controversy. The matter of choosing the matrimonial property regime became one of the essential needs. There was no consent among the members of the Commission as regards the regime which best secured the interest of the family[3]. The complicated nature of the legislative matter resulted in prolonging the procedures of regulating the family law. Therefore, it was the

[2] Ibidem, 67.

[3] P. Fiedorczyk, *Unifikacja i kodyfikacja prawa rodzinnego w Polsce* (Białystok: 2014), 29, 83.

Communist government which assumed the duty of standardizing the Civil law. In the new regime the marriage law was issued in 1945[4], while the standardization of the remaining groups of family relations was established in 1946. It is worth noticing that the decree from May 29th 1946, the matrimonial property laws[5] was in force only for a short period of time because it was repealed on October 1st 1950 with the act from June 27th 1950 (The legal regulations which introduced the Family Code)[6]. The Czech-Polish Committee of the Legal Cooperation developed the drafts of the Czechoslovakian Family Law Act and of the Polish Family Code and the Polish Sejm approved of the project of the Family Code with only minor amendments. On June 27th 1950 the law was passed – it was the Family Code[7]. The provisions of the Code declared the rule of equal rights and obligations of the spouses in all the legal relations which result from contracting marriage. Due to the state regime, among the ground rules of the Code there were such ones as: the secular nature of marriage and the egalitarianism of spouses. The rule of the community of residue was introduced as the basis of the statutory property regime which was acknowledged in line with the assumptions of the states with the socialist regime, which was progressive and integrated Poland with other socialist countries[8]. The interpretation of the laconic legal regulations of the Code caused considerable difficulties, this also concerned the joint property of the spouses which lacked clear and concise principles. Such a condition required a considerable participation of jurisprudence, especially of the Supreme Court which repeatedly established guidelines influencing the formation of the Family Law regulations interpretation.

The next step of the formation of the Family Law and of the matrimonial property regimes in the Polish People's Republic was adoption of the Family and Guardianship Code in 1964. The Code was introduced on January 1st 1965 and contained expanded provisions regulating matrimonial property relations. Similarly to the previous code, the community of acquisitions was considered to be the only property regime. The objects which were not included into the community constituted separate properties of each spouse. However, the

---

4 Decree from September 25th 1945 *Prawo małżeńskie [Marriage law]*, The Journal of Laws. 1945 nr 48 item 270. This regulation introduced the civil marriage.

5 Dziennik Ustaw [The Journal of Laws] [further JoL]. Number [further nr] nr 31. Item [further: item]. 196.

6 JoL 1950, nr 34, item 309.

7 JoL 1950, nr 34, item 308.

8 J. Winiarz, *Prawo rodzinne* (Warszawa: 1977), 21-22.

initial concept of introducing two parallel regimes with the possibility of choosing one of them while contracting marriage was abandoned during the course of work of the Codification Commission. The guiding principle of the introduced regulations was the secular nature of marriage and the equality of rights and duties of the spouses which resulted from the care for the equality of sexes. Matrimonial property issues were divided in such a way that the first group concerned the issues connected with the joint property management (ordinary family needs), and the latter concerned the issues which exceeded the common property management (art. 36). The management of the common property did not require the other spouse's consent (independent management of the common property). The other group required the consent of both spouses, and the contentious issues were resolved by the court of law, taking into account the welfare of the family (art. 39). It should be noted that a creditor could be satisfied out of the assets of the common property even if it was only one of the spouses who owned the money (art. 41), which could definitely interfere with the stability of the common property of the spouses. During the ten years of practice after introducing the regulations provisions of the Code, the legislator decided to modify the issues concerning the liability for the commitments (debts which did not result from satisfying the ordinary needs of the family) entered into by one of the spouses. In 1975, as a result of the ruling party's recommendations, the legislator introduced numerous changes in the Family and Guardianship Code as well as various other acts which concerned the functioning of the family, which included the act from 1974 – the maintenance fund[9]. A group of lawyers formulated the overall assessment that the Family and Guardianship Code is a proper codification adequate to the current social relations[10]. The history indicates that the rules of the Family Law were not free from the ideology that was the basis of the state system. In the time of the Polish People's Republic the contract work was the basis for maintaining the family. The possession of the private property and other sources of income were discouraged, treated as contradictory to the assumptions of the regime. After 1989 many of the legal regulations were changed, these concerned both the sphere of private laws (mainly concerning property) and the public laws. Later on the legislator introduced changes in the law of succession and the

[9] JoL nr 27, item 157.

[10] M. Nazar, *Prawo rodzinne w dorobku naukowym i orzeczniczym Profesora Jerzego Ignatowicza*,"Annales Universitatis Mariae Curie-Skłodowska" (Lublin: 2013), vol. LX, 1, 114 and the literary sources referred to.

regulations of the Family and Guardianship Code [further FGC], including the matrimonial property relations.

After 1989 the Family Law had to wait for the amendment, which resulted from the political changes in Poland. At first, the legislator introduced the amending act into the Family and Guardianship Code from July 24th 1998 which had a significant impact on the institution of marriage[11]. The spouses who contracted marriage according to the internal ecclesiastical law or any other religious community law were now given the possibility to assume the civil and legal consequences of it, which constituted a vital change that had longed be expected by the society.

The function of protecting the family and the rights of third parties in the Family and Guardianship Code

The act from June 17th 2004 amending the act – the Family and Guardianship Code and some other acts,[12] entered into force on January 20th 2005, introducing essential changes within the scope of performing by any of the spouses any bilateral legal action concerning their common property, which results from their statutory matrimonial property regime. The statutory matrimonial property regime is in nature the community of property or indivisible that is each spouse is entitled to the joint property but none of them can manage it by him- or herself (art 31 of FGC). Moreover, each of the spouses can possess their own private assets (art 33 of FGC). As a result there are three types of assets: the statutory community and two separate personal properties. This legal arrangement is created by the power of the act at the moment of conclusion of marriage if the spouses had not established any property separation or other property regime indicated in FGC. By entering the matrimonial property contract the spouses establish the community property by the act of law; this community property includes the assets acquired during marriage by both of the spouses or by one of them (joint property). The acquired assets which do not belong to the joint property, belong to the proper spouse separately. The joint property includes:

1) the salary and other earnings of each of the spouses

[11] W. Góralski, W. Adamczewski, *Konkordat między Stolicą Apostolską a Rzecząpospolitą Polską z 28 lipca 1993 r.* (Płock: 1994), 19; W. Góralski, *Zawarcie małżeństwa "konkordatowego" w Polsce* (Warszawa: 1998), 33-76; W. Góralski, *Małżeństwo kanoniczne* (Warszawa: 2011), 17; J. Ignatowicz, "Nowa forma zawierania małżeństw (art. 10 Konkordatu)" *Przegląd Sądowy* 1994 nr 2: 7.

[12] JoL Nr 162, item 1691.

2) the income from the joint property as well as from the private property of each spouse
3) the funds collected in the open account or in the pension fund of each spouse
4) the amount of the contributions on the sub-account of the policyholder – the act from October 13th 1998 on the social insurance system[13].

Only the spouses can be the rightholders of this joint property. In the Polish law the legal relationship of joint property cannot be established between two people in concubinage. Until the end of the joint property regime none of the spouses can dispose of the share or demand division of the joint property. By definition the joint property is the basis for ensuring material stability for the family. The regulations provide for the obligation of consent of the other spouse in situations when there is a threat to the property interest which requires protection (art. 37 of FGC). It is worth noticing that the Family and Guardianship Code imposes a requirement of consent in some non-property business (art. 89 § 1 and 2 and art 90§ 1).

Establishing the principle of obligation for both spouses in every action concerning the joint property would be irrational and burdensome for the spouses and for third parties[14]. However, empowering each of them to independently dispose of the joint property could in some cases be hazardous and would also pose a threat to the joint property of the family. Therefore, finding the solution to the problem requires reconciling several basic values, which mainly concerns the principle of securing the property sphere of the spouses and family and protection of the interests of third parties. The statutory regulation of family relations mainly includes their external side. The state interference into the family relationship is very rare (e.g. art 109-111 of FGC)[15].

The legislator attempts to combine these values with carrying out a strict line of demarcation between legal actions which can be performed by one of the spouses and the actions which require the consent of the other spouse as well[16].

---

13 JoL 2020 item 266, 321, 568, 695 and 875.

14 J. St. Piątowski, in: *System prawa rodzinnego i opiekuńczego. Część 1.* ed. J. S. Piątowski (Wrocław – Warszawa – Gdańsk: 1985), 403.

15 K. Pietrzykowski, in*: Kodeks rodzinny i opiekuńczy. Komentarz*, ed. J. Pietrzykowski (Warszawa: 2021), 12.

16 More on the subject: T. Mróz, *Zgoda małżonka na dokonanie czynności prawnej w ustroju majątkowej wspólności ustawowej* (Warszawa: 2011), 120-159.

The regulations provide a closed catalogue of managing the joint property, which requires the consent of the spouse who is not a party in the performed legal action. It is important that the consent is required only for the legal actions mentioned in art. 37 § 1 of FGC. The legal actions of administration of the community property of a factual nature do not require the consent of the other spouse[17].

Art. 37 § 1 of FGC states that the consent of the other spouse is required for the legal actions which:

1) lead to the disposal, charging, purchasing a real estate or perpetual usufruct as well as to leasing the real estate for using or drawing benefits from it,
2) lead to the disposal, charging, purchasing the property law such as a building or premises
3) lead to the disposal, charging, purchasing and lease of an agricultural holding or a company
4) lead to donation from the common assets other than any customary minor donations

Currently, it is not necessary to classify this act as an act of ordinary administration or as an act exceeding the extent of ordinary administration in order to determine which action of managing the common assets requires the consent of the other spouse.

According to art. 37 § 1 of FGC the consent of the other spouse is required in relation to legal actions which concern certain rights and resulting duties as well as certain things and assets"[18], such as an agricultural holding or a company. This legal regulation concerns both the actions which burden or reduce the common assets and the legal actions giving rise to an increase in assets. Taking into account the economic and social reality it should be noticed that this legal regulation concerns situations with a significant economic value for the joint property of the spouses [19]. This problem can appear e.g. in

---

17 E. Skowrońska-Bocian, *Małżeńskie ustroje majątkowe* (Warszawa: 2008), 60.

18 E. Skowrońska-Bocian, *Małżeńskie*, 62; See more on transfer of an undertaking: M. Wilejczyk, *Zbycie przedsiębiorstwa* (Wrocław: 2004); R.T. Stroiński, *Przedsiębiorstwo. Charakter prawny oraz zbycie w prawie amerykańskim, francuskim i polskim* (Warszawa: 2003); E. Norek, *Przedsiębiorstwo jako przedmiot obrotu gospodarczego* (Warszawa: 1997); M.J. Erlich, *Przedsiębiorstwo jako przedmiot stosunków obligacyjnych* (Tarnów: 1934); R. Budzinowski, *Koncepcja gospodarstwa rolnego w prawie rolnym* (Poznań: 1992).

19 See more on the subject: T. Mróz, *Ryzyko wierzyciela w świetle małżeńskich ustrojów majątkowych*, in: *Człowiek, prawo, państwo. Księga Jubileuszowa dedykowana Stanisławowi Leszkowi Stadniczeńko*. ed. W. Żyłko (Warszawa: 2017), 711-722.

case of bringing an undertaking which consists of a real estate that constitutes the joint property of the spouses to a commercial company, the case was judged by the Supreme Court in 2022[20]

Legal actions enumerated in art. 37 § 1 of FGC performed without the consent of the other spouse are binding for the couterparty but are in the category of a limping transaction *(negotium claudicans)*. These actions result in state of uncertainty known as ineffectiveness suspended. It must be noticed that during the suspension period the legal actions are binding on both parties. Therefore, they cannot withdraw, they must be ready to complete the action in case of the confirmation of the agreement.

A similar situation is provided for in art. 18, 103, 199 and 529 of the Civil Code, however, the function of confirming the regulations contained in the Family and Guardianship Code and in the Civil Code – [further CC], which concern confirming the legal actions, coincide only in the sphere of the legal protection of the interests of third parties (art 38 of FGC). The time of the ineffectiveness suspended is not in any way limited, however, according to the Supreme Court, the consent must be authorised only during the time of lasting of the joint property of the spouses[21]. In order to abolish the state of the ineffectiveness suspended, the counterparty of the spouse can set a time limit for the other spouse to confirm the incomplete legal transaction. This confirmation should be communicated to the counterparty[22]. In case of confirmation before the proper deadline, the legal action is validated with retroactive effect from the moment of entering into agreement (art. 63 § 1 of FGC). The same concerns the consent expressed before the legal action[23]. The consent should be expressed in the form required for the proper legal action. If the consent is expressed in a different form than the required one for the legal action, it results in conditional invalidity of

---

20 The decision of the Supreme Court from January 28th 2022, case number I CSK 726/22, LEX nr 3303438.

21 The decision of the Supreme Court [further: SC] From November 13th 1962. "Orzecznictwo Sądów Polskich i Komisji Arbitrażowej" [further: OSPiKA] 1963 item 238.

22 In the resolution from June 13th 2001 II CKN 507/00, the Supreme Court took the position that the coutreparty of the agreement concluded with only one of the spouses, who deliberately avoids to obtain the consent from the other spouse and thus harms the third party, is liable on the basis of art 415 CC. The critical commentary to this resolution was written by M. Pyziak-Szafnicka. "Orzecznictwo Sądów Polskich" [further OSP] 2002 nr 11 item 140. See the critical commentary *M. Nazara* OSP 2002 nr. 1 item. 3.

23 J.S. Piątowski. in: *System*, 415.

the agreement concluded by one of the spouses. The refusal to give consent for a certain legal action does not require any particular form, therefore, it can be performed by any act which definitely expresses the will (art 60 of CC).

The results of the refusal for taking the legal actions mentioned in art. 37 § 1 of FGC should be considered separately, distinguishing between two situations: the first one, when the agreement is concluded despite a clear refusal for the consent of one of the spouses, while the other is when the agreement is concluded without the confirmed consent of the other spouse who, however, did not openly refuse to give the consent for this legal action (he or she remained passive)[24]. The second situation appears when one of the spouses was not aware that the other was concluding an agreement which required his or her consent or when he or she was aware of it but did not make his or her own decision whether or not to give his or her consent to it.

In the first of the given situations the legal action is invalid from the very beginning due to the fact that it is taken despite the lack of consent of the other spouse under condition that the third party was aware of that. In any event the condition of validity specified by the law is not fulfilled (art. 58 § 1 CC in connection with art. 37 § 1of FGC).

In the second situation, as long as there is no will of the other spouse to give his or her consent which is required or until the deadline given by the counterparty, the situation ends in the ineffectiveness suspended[25]. This state ceases when the other spouse confirms his or her the concluded agreement and at this point it becomes valid since the moment of concluding. The spouse can also explicitly refuse his or her consent. In this situation the agreement is invalid since the very beginning. After the deadline given by the counterparty when the other spouse still has not expressed his or her will, the other party of the agreement is free[26].

It might happen that the relationship between the spouses is so negatively affected that taking any legal action provided for in art. 37 § 1 of FGC would not be possible, and the important reasons which influence the family welfare would indicate the necessity to conclude a certain agreement. Even the court of law cannot force an unwilling

---

24 *E. Skowrońska-Bocian*, Małżeńskie p. 66.

25 Z. Radwański, M Gutowski, in*: System prawa prywatnego. Prawo cywilne – część ogólna,* vol. 2, ed. Z. *Radwański, A. Olejniczak* (Warszawa: 2019), 575; M. Pazdan, in: *System prawa prywatnego, vol. 2, Prawo cywilne – część ogólna,* ed. Z. Radwański (Warszawa: 2008), 497.

26 E. Skowrońska-Bocian. *Małżeńskie* p. 67.

spouse to confirm the legal action[27]. Such situations can be solved and the solution is provided by the resolutions of art. 39 and 40 of FGC which enable the court to interfere in statutory cases.

If one of the spouses refuses to give his or her consent which is required while carrying out a legal action or if he or she cannot be dealt with, the other spouse can ask the court of law for the consent to take the legal action. The permit given by the court during the marital community property concerns two cases: when the other spouse refuses to give his or her consent or when he or she cannot be dealt with. It should be assumed that the court's permit concerns a single certain legal action and not a series of actions of one kind. When authorising, the court determines the specific legal action in the operative part of the adjudication[28]. The authors of publications on the subject has long been leading a dispute on whether an agreement concluded without the spouse's consent can become valid only in the court's judgement issued under the procedure of the art. 39 of FGC. The majority of the theory and practice representatives took a stand against the court's confirmation of the agreement, emphasising that the court's permit must not be treated equally to any particular validation procedure of the agreement which had been concluded without the other spouse's consent. A different interpretation would mean validation by the court an absolutely void legal action which would not be valid without a particular and unambiguous legal basis[29]. Under art. 37 § 4 of FGC it should be assumed that it is not acceptable that the court would authorise a permit after an unilateral legal action. The family welfare as a premise for the court's permit was particularly emphasised here. In the subject literature it is assumed that it is not enough to say that the agreement will not cause any family welfare deprivation but it is always necessary to determine that it requires a certain legal action[30]. The family welfare which deserves taking into account can be financial or non-financial in nature. The resolution in art. 39 of FGC determines that the court can give permission if the family welfare requires it. It should therefore be assumed that it is the court's duty and not opportunity to give permit if the family welfare requires it. The court's permit can replace the other spouse's consent.

---

27 K. Gromek, *Kodeks rodzinny i opiekuńczy. Komentarz* (Warszawa: 2006), 37.

28 F. Zedler, *Dochodzenie roszczeń majątkowych od małżonków* (Warszawa: 1975), 79.

29 J. Ignaczewski, *Małżeńskie ustroje majątkowe. Art. 31-54 KRO. Komentarz* (Warszawa: 2008), 106.

30 J.S. Piątowski, in: *System*, 417.

The regulation provided in art. 39 of FGC concerns the way of solving the problem by judicial decision only when one of the spouses refuses to give his or her unjustifiable consent for a legal action or when he or she cannot be dealt with while the family welfare requires his or her consent. It should be emphasised that FGC regulations do not provide for any sanctions in case of unjustifiable refusal to give the consent which is required for the legal actions mentioned in art. 37 §1 and 4 FGC (art. 103 § 3 CC does not apply here)[31].

Any broader range of the court's interference into the spouses' community property than the one mentioned in art. 39 of FGC in case of joint community property of the spouses is mentioned in art. 40 of FGC. For valid reasons the court can deprive one of the spouses of the independent management of the joint property or decide that the legal action described in art. 37 § 1 will require the court's permit instead of the spouse's consent. It is possible to repeal of the permit in case of a change in circumstances.

The court's decision can deprive one of the spouses of the right to the independent management of the joint property which would mean that the property which is used to run business or practise the profession by the spouse who had been deprived of the right to the independent management (art. 36 § 3 FGC) and the spouses can only manage the property together. The remaining assets can be manager by the spouse who lodged the application to the court and both spouses together. The spouse who was deprived of the independent management cannot – as it seems – object to the actions of the other spouse in accordance with the provisions of art. $36^{1\text{ of}}$ FGC in connection with art. 39 of FGC. The right to object the actions of management is affected by the right to manage the assets, therefore, depriving of the right for independent management equals depriving of the right to object which is mentioned in art. 36^1 of FGC.

The court is authorised to take the decision that any legal action mentioned in art. 37 §1 of FGC requires the court's permit which will replace the consent of the other spouse. The court's decision in accordance with art. 40 FGC does not lead to the permissibility of the effective legal actions indicated in art. 37 § 1 of FGC by the other spouse without the court's permit for any particular actions. Therefore, the question arises of the meaning of receiving the court's permit instead of the other spouse's consent as in the further course there arises the need to receive the court's permit for any particular action which can also be achieved in accordance with art. 39 of FGC.

---

31 T. Mróz, *Zgoda małżonka*, 127.

Therefore, only the spouse who is going to take any legal action is entitled to apply to the court for the permit. This cannot find application is the legal action had already been taken. It is the court to decide whether the reasons mentioned in the application are valid according to art. 40 of FGC.

Summary

For Father M. Sopoćko the family is the first natural human society the aim of which is to preserve the human race, to raise the new generation conveying the spiritual and material culture for further development[32]. In order to implement this thought it is necessary to preserve the integrity of marriage and family (which mainly depends on various circumstances)[33]. Apart from the intangible circumstances, the implementation of this aim requires proper financial security. The teaching of the Church rightly emphasises the priority of the family before the society and the state. The family does not exist for the society and for the state but the society and the state exist for the family[34].

Polish history and the country's regime enforced after the Second World War indicate that the existing matrimonial property regimes were not free from ideology which was clearly visible during the rule of the communist government. The aim of the contemporary statutory matrimonial property regime regulated by FGC is not only to secure the sphere of property of the family but also to secure the rights of the third parties. In such a system, the requirement of the other spouse's consent for certain legal actions is an essential legal instrument. The basic function of the other spouse's consent for determined and limited legal actions is to secure the financial welfare of the family and to stabilize its material base.

According to art. 36 of FGC both spouses are obliged to cooperate in the management of the joint property, inform each other about the condition of the property, about the management and about the encumbrances of the joint property. Each of the spouses is entitled to independently manage the joint property. Only the legal actions which are determined in art 37 of FGC require the consent of the other spouse. One of the most important principles is the one concerning the case of purchasing certain goods from common assets by one of

---

32 M. Sopoćko. *Rodzina,* 150.

33 See more on the subject e.g. M. Rzewuska, *Zaręczyny. Status narzeczonego w prawie cywilnym* (Warszawa: 2019), 31 and the literary references given there.

34 *Kompendium nauki społecznej Kościoła* (Kielce: 2005), 146.

the spouses, it is understood that they would belong to the matrimonial joint property. However, purchasing the goods from the private property of one of the spouses must result not only from the spouse's declaration but mainly from the overall circumstances and from the legally essential provisions of FGC.

It seems that the further protection of the financial basis of the family as well as strengthening the principle of trading and protecting the interests of the third parties can justify the request for establishing a system of registration of matrimonial property contracts[35] or registering them in the marriage certificate. Despite numerous legal safeguards no code can cover the vast range of complications of life which are subject to the conscience of parents or in some cases a judge[36].

Bibliography

1. Budzinowski R. *Koncepcja gospodarstwa rolnego w prawie rolnym*. Poznań: 1992.
2. Erlich M.J. *Przedsiębiorstwo jako przedmiot stosunków obligacyjnych*. Tarnów: 1934.
3. Góralski W., Adamczewski W. *Konkordat między Stolicą Apostolską a Rzecząpospolitą Polską z 28 lipca 1993 r.* Płock: 1994, 19.
4. Góralski W. *Zawarcie małżeństwa "konkordatowego" w Polsce*. Warszawa: 1998.
5. Góralski W. *Małżeństwo kanoniczne*. Warszawa: 2011.
6. Gromek K. *Kodeks rodzinny i opiekuńczy. Komentarz*. Warszawa: 2006.
7. Fiedorczyk P. *Unifikacja i kodyfikacja prawa rodzinnego w Polsce*. Białystok: 2014.
8. Ignaczewski J. *Małżeńskie ustroje majątkowe. Art. 31-54 KRO. Komentarz*. Warszawa: 2008.
9. Ignatowicz J. "Nowa forma zawierania małżeństw (art. 10 Konkordatu)". *Przegląd Sądowy* 1994 nr 2.
10. *Kompendium nauki społecznej Kościoła*. Kielce: 2005.
11. Mróz T. *Ryzyko wierzyciela w świetle małżeńskich ustrojów majątkowych.* in: *Człowiek, prawo, państwo. Księga Jubileuszowa dedykowana Stanisławowi Leszkowi Stadniczeńko*. ed. W. Żyłko. Warszawa: 2017.
12. Mróz T. *Zgoda małżonka na dokonanie czynności prawnej w ustroju majątkowej wspólności ustawowej*. Warszawa: 2011.
13. Nazar M. *Prawo rodzinne w dorobku naukowym i orzeczniczym Profesora Jerzego Ignatowicza."*Annales Universitatis Mariae Curie-Skłodowska" Lublin: 2013, vol. LX, 1.
14. Norek E. *Przedsiębiorstwo jako przedmiot obrotu gospodarczego*. Warszawa: 1997.

[35] The judgement of the Supreme Court from April 28th 2004, III CK 469/02, OSN 2005, nr 5, item 85.

[36] M. Sopoćko, *Rodzina*, 80.

15. Pazdan M. in: *System prawa prywatnego, vol. 2, Prawo cywilne – część ogólna.* ed. Z. Radwański. Warszawa: 2008.
16. Piątowski J.S. (ed.), *System prawa rodzinnego i opiekuńczego. Część 1.* Wrocław – Warszawa – Kraków – Gdańsk: 1985.
17. J. Pietrzykowski *K.*(red.). *Kodeks rodzinny i opiekuńczy. Komentarz*. Warszawa: 2021.
18. Radwański Z., Gutowski M. in: *System prawa prywatnego. Prawo cywilne – część ogólna,* vol. 2. ed. Z. *Radwański, A. Olejniczak*. Warszawa: 2019.
19. Rzewuska M. *Zaręczyny. Status narzeczonego w prawie cywilnym*. Warszawa: 2019 .
20. Skowrońska-Bocian E. *Małżeńskie ustroje majątkowe*. Warszawa: 2008.
21. Sopoćko M. *Rodzina w prawodawstwie na ziemiach polskich (studium etyczno-prawne)*. Wilno: 1926.
22. Stroiński R.T. *Przedsiębiorstwo. Charakter prawny oraz zbycie w prawie amerykańskim, francuskim i polskim*. Warszawa: 2003.
23. Wilejczyk M. *Zbycie przedsiębiorstwa*. Wrocław: 2004.
24. Winiarz J. *Prawo rodzinne*. Warszawa: 1977.
25. Zedler F. *Dochodzenie roszczeń majątkowych od małżonków*. Warszawa: 1975.