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SYSTEMATIZATION OF CONTRACTS IN THE CIVIL LAW OF KAZAKHSTAN, LATVIA AND GERMANY

Annotation

This article examines the signs of a system of contracts for compliance with the signs of an integral system. The main features of the system are the presence of interconnected elements of the system, the relationship between the elements of the system, the single goal of the system, the structure of the system and its integrity.

Taking into account different approaches in the formation of the system of contracts in Kazakhstan, Latvia and Germany, the author gives the concepts of dualistic and monistic normative system of contracts. The article also provides a number of examples confirming the thesis that the legal regimes of contracts in Kazakhstan, Germany and Latvia have both general similarities and their own specifics.

Key words: system of contracts, contract law, interrelated elements of the system, legal regime of contract, non-defined contract, freedom of contract.

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ҚАЗАҚСТАН, ЛАТВИЯ ЖӘНЕ ГЕРМАНИЯНЫҢ АЗАМАТТЫҚ ҚҰҚЫҒЫНДАҒЫ ШАРТТАРДЫ ЖҮЙЕЛЕУ

Аңдатпа

Осы мақалада тұтас жүйенің белгілеріне сәйкестігі тұрғысынан шарттар жүйесінің белгілері қарастырылады. Жүйенің негізгі белгілері ретінде жүйенің өзара байланысты элементтерінің болуы, жүйенің элементтері арасындағы қатынастар, жүйенің бір мақсаты, жүйенің құрылымы және оның біртұтастығы атап көрсетіледі.

Қазақстан, Латвия және Германия шарттары жүйесін қалыптастырудағы әртүрлі тәсілдерді ескере отырып, автор шарттардың дуалистік және монистік нормативтік жүйесі ұғымдарын берді. Сондай-ақ, мақалада Қазақстан, Германия және Латвиядағы шарттардың құқықтық режимдерінің ұқсастықтары да, өзіндік ерекшеліктері де бар екендігі туралы тезисті растайтын бірқатар мысалдар келтірілген.

Түйінді сөздер: шарттар жүйесі, шарттық құқық, жүйенің өзара байланысты элементтері, шарттың құқықтық режимі, аталмаған шарт, шарт бостандығы.

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СИСТЕМАТИЗАЦИЯ ДОГОВОРОВ В ГРАЖДАНСКОМ ПРАВЕ КАЗАХСТАНА, ЛАТВИИ И ГЕРМАНИИ

Аннотация

В настоящей статье рассматриваются признаки системыдоговоров на предмет соответствия признакамцелостной системы.В качестве основных признаковсистемы выделяется наличие взаимосвязанных элементов системы, взаимоотношения между элементами системы, единая цель системы, структура системы и ее целостность.

С учетом различных подходов при формировании системы договоров Казахстана, Латвии и Германии автором даны понятия дуалистической и монистической нормативной системы договоров.Также встатье приводится ряд примеров, подтверждающихтезис о том, что правовые режимы договоров в Казахстане, Германии и Латвииимеют как общие сходства, так и свою специфику.

Ключевые слова:система договоров, договорное право, взаимосвязанные элементы системы, правовой режим договора, непоименованный договор, свобода договора.

The issue of the contract system remains rather complicated and incompletely developed within the contract law, notwithstanding the fact that the great numbers of works are devoted to the contract system analysis in legal literature.

Research of all the contracts as a unified system allows viewing contracts not as a segmental bulk of particular types of contracts, but as their certain aggregation possessing internal integral structure. Systemic research allows to understand what combines all the contracts into a unified whole, and what discriminates them from one another within the framework of such unified whole. First, systemic approach in the building and analysis of the contract law is designed for the achievement of a law-making goal, being understood to be a drafting of effective legislation. It facilitates the discovery of legal relations' attributes influencing the legal regulation, and legally significant relation between such attributes. Systemic analysis ensures proper cosubordination of legal provisions, their unification and differentiation. Scientifically substantiated system of civil contracts allows discovering what attributes of social relations need the application of a given legal mechanism, and to group social relations based on such attributes. Second, research of the contract system is aimed at solving the law-enforcement task. It is necessary to correctly treat the specific contract in order for the civil laws to be effectively applied thereto. The law-enforcement characterisation will only be right if it coincides with the law-making characterisation. Therefore, one of the main law-enforcement tasks is to find out what legal relations, as envisaged by the legislator, are to be governed by certain legal provisions, and to elaborate practically convenient criterion of distinguishing of such legal relations which will exactly correspond to the legislative criterion[1, P.6].

Research of the contract system allows to determine the attributes that are the basis for distinguishing of specific types of contracts, and to formulate practically convenient criteria for treatment of contracts exactly corresponding to their essence. This will ensure application of each contractual institution only to those contracts for which regulation it is intended. Apart from that, it allows to discover such attributes that contain the components of different types of contracts, in other words, their mixture; or to find out the attributes inherent in none of the types of that system. In such case, we can talk about atypicality of a given contract[1, P.8].

Many scholars have performed various classifications of the civil law contract's system. Such work was even done in the era of Roman law. At the time of Roman Empire, the necessity of contract classification was driven by their enforcement. As time passed, the legal grounds for the contract classification altered. But, nevertheless, the fundamental part of the contract classification system inherited from Romans has survived[2, P.1083].

Yu.V. Romanets focused on theoretical and practical importance of systemic study of contracts, and substantiated it as follows: theoretical importance is that the contract system consists of a set of elements, each of which, having common attributes of a civil contract, is characterised by specificity, conditioning the necessity of specific legal regulation. In other words, the systemic approach in the course of the contract law research allows discovering the principles of its general-to-particular building, which is of high law-making and codification importance. Practical impor-

tance is no less relevant. Correct interpretation and application of any provision of law means its systemic use. Which means that, either provisions of the General Part of the CC, or the special provisions contained in its Special Part shall apply to any relation or dispute. Usually, both provisions are applied in aggregate, since the first are particularised by the second. If, however, the provisions of the General Part contravene the provisions of the Special Part, then the latter shall prevail, as those are that reflect the specificity of the relations being regulated. Such correlation of general and special provisions has to be considered not only in cases of aggregate application of given provisions, but also when applying the provisions of the Special Part only, since its institutions have their internal structure as well. In order to correctly determine, specifically what provisions are subject to application for regulation of such relation, it is necessary to find out the exact type of the relation and its variation. In other words, to give it a legal characterisation[1, P.12].

The significance of the systemic study of contracts can be also seen in the constant development of the contract law.Contract law is facing new challenges. They are predominantly arising from thedeep-seated changes currently underway in business, politics and law andwhich are usually summarized under the term globalization. Such changes affect not only the contractual relations of the parties, but also the contractual practice of the country as a whole.For example, technological changes, changes associated with the form and content of the contract, the emergence of new anonymous contracts, and changes in national legislation[3, P.3].

Other scholars hold the similar opinion, noting that the system of civil law contracts has to be mobile, correspond to the civil law development level and promptly react to every new type or sort of contractual obligation. As it is fairly noted by the researchers, the systematisation of the legal material cannot be an end in itself; if the proposal of classification does not meet practical needs, then its scientific value is quite doubtful too. Systematisation is not a random or accidental one, it should be based on characteristic features and attributes rooted in the essence of legal material being systematised[4, P.89].

The civil law system is the aggregation of its institutions interrelated and logically sequenced. The contract law constitutes a component part of this system, being the part of the law of obligations by itself. Study of the contract law as a system is of high importance. This can be explained as follows, first, since the contract system is a component part of wider systems of the law of obligations and the civil law, it is characterised by generic attributes inherent in them. The presence of generic attributes allows application of those provisions of the General Part of the CC to the contractual relations, which are not influenced by the contractual specificity. Second, the contract system possesses the attributes, on one hand, making it different from other subsystems of the civil law, and, on the other hand, inherent in any contractual relations. Such attributes serve as the basis for formulation of unified provisions applicable to all civil contracts. Third, the contract system is comprised of multiple components (types, sorts and variations of contracts), each of which, possessing common attributes of a civil contract, is characterised by specificity, conditioning the necessity of specific legal regulation[5, P.49].

Like any other law system, the system of civil law contracts is formed objectively and assumes study with the purpose of refinement. The system of civil law contracts' study is in the cognition of the emergence of different civil law forms conditioning by objective factors of the civil circulation development, the existing system of the economic relations themselves[6, P.6].

The contract system is also defined as a dynamic combination of contracts, conditioned by the equality and difference of the contractual structures' characterising attributes, determining the unification and differentiation of regulation of the contractual relations. Provided definition, beside the grounds of its building, reflects practical significance of the contract system as well, as the efficiency of the civil law regulation depends on the structure of the system of contracts and interrelations between them[7, P.99].

With due regard to the stands set out above, we may conclude that the contract system is viewed and defined by scholars through various classifications of contracts, or through its direct legal regulation. There is own interrelation between these categories. Performed classifications in the science of building the contract system by way of breaking the contractual structures down based on various attributes and grounds, eventually is nothing else but the theoretical analysis of the contract system legal regulation. It is first and foremost associated with the fact that the contract system can exist only within the framework of legal regulation.

In other words, building of the system of con-

tracts and their classification are based on differentiation and unification of legal regulation[1, P.52].

As to the legal regulation itself, first and foremost it should be noted that it is divided into statutory and casual. Statutory regulation is exercised on the account of the positive law provisions. Casual regulation is exercised through the self-regulation by legal individual remedies. In this case, with casual regulation, the contract by itself, as containing its individual terms, is a self-regulator of the arising contractual legal relations.

In view of the existence in the contractual practice of a vast number of segmental and non-interrelating contracts, ensuring self-regulation of contractual legal relations, it is impossible to form a complete and interacting casual contract system. Therefore, we can speak only about the statutory system of contracts.

To substantiate the existence of the statutory system of contracts it is necessary to view it through the basic attributes of the system in general. The system's basic attributes are: the presence of interrelated components of the system, the relationship between the system's components, the shared goal of the system, the structure of the system and integrity thereof.

As a proof of the presence of interrelated components of the statutory system of contracts, we can distinguish three levels of interrelation: 1) internal level involves interrelation between the provisions on general regulations on a contract and special provisions regulating particular types and subtypes of contracts; 2) intra-area level involves interrelation between the contract system components and various components of the civil law area (property, obligatory, hereditary right, etc.);3) inter-area level involves interrelation between statutory components of the contract system and the elements of other areas of the law system (commercial, land, environmental law, etc.).

It should be stressed once again, that under Kazakhstani legislation all the contracts shall be regulated by the civil laws of the Republic of Kazakhstan. The CivilCode of the RK shall be a system-constituting source.

The EC of the RK does not provide for any legal regulation for particular types (sorts) and subtypes (subsorts) of contractual structures. The EC of the RK regulates social relations arising as a result of interaction between the business entities and the government, including by means of government regulation and support of entrepreneurship. Moreover, paragraph 2 Art. 1 of the EC of the RK expressly provides that the commodity-money and other property relations based on the equality of participants, as well as personal non-property relations associated with the property ones, are regulated by the civil laws of the Republic of Kazakhstan[8].

Certain types of contracts are regulated or detailed in regulatory acts. For example, Code On Marriage (Spousal) and Family dated December 26, 2011 No. 518-IV[9],Environmental Code dated January 9, 2007 No. 212-III[10], Land Code dated June 20, 2003 No. 442-II[11], Code On Subsoil and Subsoil Use dated December 27, 2017 No. 125-VI[12], Law of the RK dated July 5, 2000 No. 78-II "On Finance Lease"[13], Law of the RK dated June 24, 2002 No. 330-II "On Package Business License (Franchise)"[14], etc.

As it was stated above, the contract is divided into civil and commercial (dualism of contract law) in Germany. That is, a particular legal regime different from that of civil law contracts is set for commercial contracts. The BGB[15] provisions are subsidiarily applied to commercial contracts along with the Trade Code[16] provisions.

There is a principle of contract division into civil and commercial in Latvia. Contracts are regulated by the Civil Law[17]and the Commercial Law[18]. Part D sets the general rules for all commercial contracts and special requirements to particular defined commercial contracts.

The relationship between the components of the statutory system of contracts contains three levels of legal provisions' relationship.

Internal level of the statutory system of contracts involves relationship between: 1) provisions on general regulations on a contract and special provisions regulating particular types (sorts) and subtypes (subsorts) of contracts. For instance, similar relationship of provisions is expressed in paragraph 2 Art. 696 of the CC of the RK[19], contract of carriage by public transport constitutes a public contract. Public contract is regulated by general regulations on a contract (Art. 387 of the CC of the RK)[20]. Subject to § 467 of the BGB, the instructions of§§ 346-348, 350-354 and 356 on a right to refuse, as set forth in the contract, shall apply to the contract of purchase and sale termination resulting from short delivery[15]. According to Section 2097 of the Civil Law of Latvia, under the care contract it is possible to agree upon care either for yourself or for somebody else, who will in such case, having joined the contract (Section 1521), accrue a right to claim directly to the caregiver[17]; 2) provisions regulating particular

types (sorts) of contracts and special provisions regulating particular subtypes (subsorts) of contracts. For instance, provisions regulating the contract of purchase and sale are general with respect to special provisions regulating the supply contract; provisions regulating the contract of work are general with respect to special provisions regulating the contract of consumer work; 3) provisions regulating particular types (sorts) and subtypes (subsorts) of contracts and provisions regulating other particular types (sorts) and subtypes (subsorts) of contracts. As such, Art. 501 of the CC of the RK provides that rules on contract of purchase and sale shall correspondingly apply to a barter agreement, since this does not contravene the rules of this chapter and the essence of barter. Provided that, each party shall be acknowledged as the seller of the commodity it undertakes to transfer, and as the buyer of the commodity it undertakes to accept in exchange. According to Art. 657 of the CC of the RK, general regulations on contract work and regulations on contract consumer work shall apply to a paid service contract[19]. § 515 of the BGB also recognises that orders on purchase shall correspondingly apply to a barter. Subject to P. 2 § 523 of the BGB, if a giver has promised to provide some item that has yet to be acquired by him/her/it, then the gift receiver, where there are defects in title, may claim for damages to him/her/it due to non-performance, in case the giver has been aware of such defect at the time of the item acquisition, or he/she/it remained unaware thereof only resulting from his/her/its gross negligence. The orders of §§ 433 Part 1, 434-437, 440 Parts 2-4 and 441-444 on the seller's obligation of clearance shall correspondingly apply[15]. Section 2110 of the Civil Law of Latvia specifies that, if the subject matter of a supply contract is a known activity, then the rules of a contract of work shall apply to such contract. Subject to Section 2092 of the Civil Law of Latvia, the rules of a contract of purchase shall apply towards mutual rights and obligations of counterparts to the barter agreement. Section 2197 of the same Law sets forth that the regulations on the employment contract (subsection one) shall apply to a sharecropping agreement, to the extent they do not contravene the regulations of this (second) subsection[17].

Intra-area level of the statutory system of contracts involves relationship between: 1) provisions of various components of the civil law area and provisions on general regulations on a contract; 2) provisions of various components of the civil law area and special provisions regulating particular types (sorts) and subtypes (subsorts) of contracts.

Inter-area level of the normative system of contracts involves relationship between: 1) provisions of various components of other areas of the law system and provisions on general regulations on a contract; 2) provisions of various components of other areas of the law system and provisions regulating particular types (sorts) and subtypes (subsorts) of contracts.

Shared goal of the system is reflected by the outcome involving quantitative and qualitative indicators. The statutory system of contract's shared goal is: 1) in legal regulation of all the contracts emerging in the civil circulation. Any disputable term or gap in a contract shall be directly settled by appropriate provisions of the contract system or by way of interaction of legal provisions (quantitative indicator); 2) in creation of conditions to avoid major disruption of balance of the parties' interests, protect legal interests of particular significance (interests of the weaker party to a contract, third parties, public interests, etc.) (qualitative indicator).

Structure of the statutory system of contracts is composed of two groups of legal provisions. General provisions on general regulations on a contract and special provisions regulating particular types (sorts) and subtypes (subsorts) of contracts. In their turn, the groups of general and special provisions of the contract system involve three packages of legal provisions. 1) Basic package involves provisions regulating principles of the contract law, notion and subject matter of a contract, parties to a contract, contract form, classification of contracts, etc. 2) Procedural package involves provisions regulating entering into, amendment, termination or repudiation of a contract. 3) Special package involves provisions regulating particular types (sorts) or subtypes (subsorts) of contracts.

The general legal regime of contracts includes the basic and procedural blocks of norms. The general legal regime extends to the non-defined contract. The special legal regime includes the basic, procedural and special blocks of norms. The specified contract is subject to a special legal regime.

Each special block of norms regulates certain defined types (sorts) and subtypes (subsorts) of contracts and thereby creates legal regimes for them. That is, each type (sort) of the contract and each subtype (subsort) of the contract have their own separate legal regimes.

Integrity of the statutory system of contracts is conditioned by integratedness of legal provisions ensuring legal regulation of defined and non-defined contractual structures. In its turn, arrangement of legal provisions includes: 1) integratedness between a group of provisions governing general regulations on a contract and a group of provisions regulating particular types (sorts) and subtypes (subsorts) of contracts; 2) integratedness between basic and procedural packages within the group of provisions governing general regulations on a contract; 3) integratedness between particular types (sorts) and subtypes (subsorts) of contracts within the group of provisions regulating particular types (sorts) and subtypes (subsorts) of contracts.

As we see, all attributes of a system are inherent in the statutory system of contracts.

The statutory system of contracts is a set of interrelated and interacting legal regimes for defined and non-defined contracts.

As to the contracts' legal regimes, their definition in the states with monistic and dualistic private law systems is different.

The contracts' legal regimes in Kazakhstan are a set of interrelated and interacting legal provisions ensuring a unique legal regulation for each variation of defined contracts, and general civil law regulation for non-defined contracts.

The contracts' legal regimes in Germany and Latvia are a set of interrelated and interacting legal provisions ensuring a unique legal regulation for each variation of defined contracts, and general civil law regulation for civil non-defined contracts, and, along with the civil law regulation, specific commercial law regulation for commercial non-defined contracts as well.

At the same time, we should say that the legal regimes of contracts in Kazakhstan, Germany, Latvia, as it is inherent in any legal system, have both common similarities and their own specifics.

As such, for instance, according to Section 2257 of the Civil Law of Latvia, Transactions in regard to partnership matters, entered into by all members jointly or by managers within the limits of their authority (Section 2254), shall be binding without limitation and jointly and severally with respect to third persons, except in cases where otherwise agreed with such third persons[17].

Similar rule is provided in paragraph 3 Art. 228 of the CC of the RK, obligations of the parties to a simple partnership, as associated with the joint operating agreement, to the third parties are joint and several, unless otherwise provided in the joint operating agreement[20].

With due regard to the principle of freedom of contract, the provision instruction can be changed upon agreement with the third parties. But, notwithstanding the discretionary nature of the provision, the legislator has created conditions for protection of the third parties' interests in the form of a joint and several liability of all the members of a partnership, unless the contract has a provision on division of liability when making transactions by the business executives or by all the members of the partnership.

Subject to § 599 of the BGB, the lender shall be only liable for an intent or gross negligence. In our opinion, such mandatory provision is provided in order to avoid major disruption of balance of the parties' interests[15].Similar provision is provided in paragraph 1 Art. 607 of the CC of the RK as well[19].

As for the differences, for example, the total limitation period on contracts in Kazakhstan is set for three years (Art. 178 of the CC of the RK) [20].The total limitation period on civil contracts in Latvia is ten years (Art. 1895 of the Civil Law) [17],and on commercial contracts – three years (Art. 406 of the Commercial Law)[18]. The total limitation period on contracts in Germany is three years (§ 195 of the BGB)[15],and on many commercial contracts – two years (§ 196 of the BGB) [15].

According to Art. 518 of the CC of the RK, an annuity agreement shall be subject to notarisation[19]. The legislator has provided notarisation of the contract primarily in order to protect the interests of a beneficiary as a weaker party to a contract.

Such mandatory component for an annuity (care) contract is not provided by German nor Latvian legislation. Subject to § 761 of the BGB, for a contract setting up the life annuity to be valid, unless any other form is provided, it is necessary that the obligation of the life annuity payment to be executed in writing[15]. According to Section 2100 of the Civil Law of Latvia, when transferring of any real estate to a caregiver, a record of a lien for the benefit of care recipient in the amount of the cost of care shall be made to the land registers[17]. These kinds of norms qualitatively and meaningfully differ one legal regime from the others.

Thereby, in Kazakhstan, Germany and Latvia, along with general approaches, there exist their own individual peculiarities of the statutory system of contracts formation.

Bibliography:

1. Романец Ю.В. Система договоров в гражданском праве России. – М.: Юрист, 2001. – 496 с.
2. Ronald, J., Scalise, Jr. Classifying and Clarifying Contracts // La. L. Rev. – 2016. – No. 4 (76). – P. 1064-1107.
3. Schulze, R. The New Challenges in Contract Law // New Features in Contract Law / by R. Schulze. – Munich: European Law Publishers, 2007. – 264 p.
4. Миколенко Я.Ф. О системе имущественных отношений и их правовом регулировании // Советское государство и право. – 1960. – № 3. – С. 85-91.
5. Яковлев В.Ф. Гражданско-правовой метод регулирования общественных отношений. – Свердловск: Свердловский юридический институт, 1972. – 212 с.
6. Богатырева А.Т. О роли системного подхода в исследовании гражданско-правовых договоров // Общество: политика, экономика, право. – 2016. – № 2. – С. 5-10.
7. Ахмедов А.Я. Непоименованные договоры в гражданском праве России: Дисс. канд. юрид. наук. – Саратов, 2014. – 199 с.
8. Предпринимательский кодекс Республики Казахстан от 29 октября 2015 года / URL: https://online.zakon.kz/Document/?doc_id=38259854.
9. Кодекс РК о браке (супружестве) и семье от 26 декабря 2011 г. № 518-IV/ URL: https://online.zakon.kz/document/?doc_id=31102748.
10. Экологический кодекс Республики Казахстан от 9 января 2007 года № 212-III / URL: https://online.zakon.kz/Document/?doc_id=30085593.
11. Земельный кодекс РК от 20 июня 2003 г. № 442-II / URL:https://online.zakon.kz/document/?doc_id=104058.
12. Кодекс РК от 27 декабря 2017 года № 125-VI «О недрах и недропользовании» / URL: https://online.zakon.kz/Document/?doc_id=31764592.
13. Закон РК от 5 июля 2000 г. № 78-II «О финансовом лизинге» / URL: https://online.zakon.kz/document/?doc_id=1018949.
14. Закон РК от 24 июня 2002 г. № 330-II «О комплексной предпринимательской лицензии (франчайзинге)» / URL: https://online.zakon.kz/document/?doc_id=1031861.
15. BürgerlichesGesetzbuchvom 18. August 1896 / URL: https://www.gesetze-im-internet.de/bgb/
16. Handelsgesetzbuchvom 10 Mai 1897 / URL: https://www.gesetze-im-internet.de/hgb/.
17. LatvijasRepublikasCivillikums 1937.gada 28. janvārī/ URL: https://likumi.lv/ta/id/72415-par-latvijas-republikas-1937-gada-civillikumu.
18. Latvijas Republikas Komerclikums 2000.gada 13.aprīlī / URL: https://likumi.lv/doc.php?id=5490.
19. Гражданский кодекс Республики Казахстан (Особенная часть) от 1 июля 1999 года / URL: https://online.zakon.kz/Document/?doc_id=1013880.
20. Гражданский кодекс Республики Казахстан (Общая часть) от 27 декабря 1994 года / URL: http://online.zakon.kz/Document/?doc_id=1006061#pos=1;-307.

References:

1. Romanets Yu.V. Sistema dogovorov v grazhdanskom prave Rossii. – M.: Yurist, 2001. – 496 s.
2. Ronald, J., Scalise, Jr. Classifying and Clarifying Contracts // La. L. Rev. – 2016. – No. 4 (76). – P. 1064-1107.
3. Schulze, R. The New Challenges in Contract Law // New Features in Contract Law / by R. Schulze. – Munich: European Law Publishers, 2007. – 264 p.
4. MikolenkoYa.F. O sisteme imushchestvennykh otnosheny i ikh pravovom regulirovanii // Sovetskoye gosudarstvo i pravo. – 1960. – № 3. – S. 85-91.
5. Yakovlev V.F. Grazhdansko-pravovoy metod regulirovaniya obshchestvennykh otnosheny. – Sverdlovsk: Sverdlovsky yuridichesky institut, 1972. – 212 s.
6. Bogatyreva A.T. O roli sistemnogo podkhoda v issledovanii grazhdansko-pravovykh dogovorov // Obshchestvo: politika, ekonomika, pravo. – 2016. – № 2. – S. 5-10.
7. AkhmedovA.Ya. Nepoimenovannye dogovory v grazhdanskom prave Rossii: Diss. kand. yurid. nauk. – Saratov, 2014. – 199 s.

8. Predprinimatelsky kodeks Respubliki Kazakhstan ot 29 oktyabrya 2015 goda / URL: https://online.zakon.kz/Document/?doc_id=38259854.
9. Kodeks RK o brake (supruzhestve) i semye ot 26 dekabrya 2011 g. № 518-IV / URL: https://online.zakon.kz/document/?doc_id=31102748.
10. Ekologichesky kodeks Respubliki Kazakhstan ot 9 yanvarya 2007 goda № 212-III / URL: https://online.zakon.kz/Document/?doc_id=30085593.
11. Zemelny kodeks RK ot 20 iyunya 2003 g. № 442-II / URL: https://online.zakon.kz/document/?doc_id=104058.
12. Kodeks RK ot 27 dekabrya 2017 goda № 125-VI «O nedrakh i nedropolzovanii» / URL: https://online.zakon.kz/Document/?doc_id=31764592.
13. Zakon RK ot 5 iyulya 2000 g. № 78-II «O finansovom lizinge» / URL: https://online.zakon.kz/document/?doc_id=1018949.
14. Zakon RK ot 24 iyunya 2002 g. № 330-II «O kompleksnoy predprinimatelskoy litsenzii (franchayzinge)» / URL: https://online.zakon.kz/document/?doc_id=1031861.
15. BürgerlichesGesetzbuchvom 18. August 1896 / URL: https://www.gesetze-im-internet.de/bgb/
16. Handelsgesetzbuchvom 10 Mai 1897 / URL: https://www.gesetze-im-internet.de/hgb/.
17. Latvijas Republikas Civillikums 1937.gada 28. janvārī / URL: https://likumi.lv/ta/id/72415-par-latvijas-republikas-1937-gada-civillikumu.
18. Latvijas Republikas Komerclikums 2000.gada 13.aprīlī / URL: https://likumi.lv/doc.php?id=5490.
19. Grazhdansky kodeks Respubliki Kazakhstan (Osobennaya chast) ot 1 iyulya 1999 goda / URL: https://online.zakon.kz/Document/?doc_id=1013880.
20. Grazhdansky kodeks Respubliki Kazakhstan (Obshchaya chast) ot 27 dekabrya 1994 goda / URL: http://online.zakon.kz/Document/?doc_id=1006061#pos=1;-307.