UNIVERSITATEA „ALEXANDRU IOAN CUZA” din IAȘI
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GOOD FAITH IN CONSENSUAL CONTRACTS. COMPARATIVE ANALYSIS IN FRENCH, ENGLISH AND ROMANIAN LEGAL SYSTEMS

Abstract of the doctoral thesis

Scientific coordinator
Prof. univ. dr. Valeriu M. CIUCĂ

PhD candidate
Sorin-Claude MODREANU

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CONTENTS

Good faith in consensual contracts. Comparative analysis in the French, English, and Romanian legal systems

Summary

The doctoral thesis stems from the need to further explore the concept of good faith. Given the complexity and polysemy of this notion, it was necessary to impose reasonable limits on the research. First, I chose to limit myself to the three legal systems mentioned in the title, the Romanian one being, of course, one of them. French law is representative of continental law culture, providing the most important European codification, the Napoleonic Code (still in force, although it has undergone substantial changes). British law reflects the entire tradition of common law, which differs in many important respects from the continental tradition and represents a valuable point of comparison. I have also chosen to limit the study to the field of contracts, as it illustrates the most consistent and complex manifestation of good faith, while also being the source of this concept.

The central point of the thesis is the argumentation of the continued relevance of good faith. I have attempted to demonstrate that it is a current concept that produces concrete legal effects and can be a useful tool for legislators in their efforts to balance the contractual field.

The reason for this concern is the reserve with which this concept is approached in practice and in the legal literature (the most important argument in this regard being the approach of the common law tradition, which formally rejects the concept). This caution is explained, firstly, by the ambiguous nature of the concept, which (traditionally) lacks a legal definition, and, secondly, by its significant moral component, which is incompatible with certain views on contract law. Alongside the main objective of the thesis, there are other relevant concerns that arise from said objective. First, I have attempted to demonstrate that good faith is not an arbitrary and circumstantial creation of the contemporary legislator, but a legal institution that springs from universal and timeless religious and moral concepts. I have also explored the significant influence that good faith has had on the development and shaping (over several centuries) of the main contractual theories that are still embraced today. Finally, I have attempted to set out the specific content of contractual good faith in order to observe the effect it has on the rights and obligations of the parties to a contract.

Methodological plan

When analyzing a concept that is, in many aspects, abstract and vague, the methodological plan becomes an essential tool in structuring the thesis. A difficult but necessary point in the methodological approach was to set limits for the proposed study. Good faith, especially when it benefits from the multidisciplinary perspective specific to a comparative law thesis, is very difficult (perhaps impossible) to cover exhaustively. The arguments in support of this statement will be presented in the main body of the thesis.

If we look at the broader context of legal science in general, we find applications of good faith in a significant number of branches of law. For example, good faith is found in constitutional law[1], civil procedural law[2], international commercial law[3], tax law[4], and public international law[5]. Furthermore, the influence of bona fides is felt in a multitude of specific areas, such as consumer law[6], or even niche areas, such as capital market regulation[7], and in sub-areas of those listed above (we are referring, for example, to the area of contracts on the one hand, and property rights on the other[8]), each time fulfilling various functions specific to each field. Therefore, in order to try to carry out a study that is both coherent and structured, as well as sufficient in terms of the content covered, we chose to analyze good faith from the perspective of substantive civil law, more precisely from the perspective of the role and content of this concept in the contractual field. Complementary elements such as bad faith, guilt, remedies for violation of good faith and the effects of good faith after the end of the contract

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[1] I. Muraru, E. S. Tănăsescu (coord.), *Constituția României. Comentariu pe articole*, 3rd edition, C. H. Beck Publishing House, Bucharest, 2022, p. 498-505.

[2] N.-H. Țiț, *Drept procesual civil: partea generală, judecata în primă instanță: curs universitar*, Hamangiu Publishing House, Bucharest, 2024, pp. 32-35 ; as follows from the author's explanations and the systematic interpretation of the provisions of Article 12 of the Code of Civil Procedure, good faith has the dimension of a general principle in civil procedural law, governing the procedural conduct of the parties and sanctioning abuse and bad faith by specific means.

[3] G. Robin, *Le principe de bonne foi dans les contrats internationaux*, în *Revue de droit des affaires internationales*, no. 6/2005, pp. 695-727.

[4] I. M. Costea, D. M. Ilucă, *Buna-credință în colectarea TVA. Noi dimensiuni rezultate din hotărârea pronunțată în cauza Paper Consult*, in *Tax Magazine*, no. 3/2018, pp. 212-219.

[5] R. Kolb, *La bonne foi en droit international public*, în *Revue belge de droit international*, no. 2/1998, Bruylant Publishing House, Bruxelles, pp. 661-732.

[6] A. Pena, *Buna-credință în jurisprudența română și europeană*, Hamangiu & Litteris e-Publishing, Bucharest, 2019, pp. 367 ff.

[7] S. Panainte, *Buna-credință în jocul pieței de capital*, pp. 91-111, in V. M. Ciucă, C. Macovei, S. Panainte (coord.), *Școala dreptului organic. Aplicațiile cercului de hermeneutică juridică „Școala dreptului organic"*, preface by V. M. Ciucă, vol. I, Junimea Publishing House, Iași, 2007.

[8] D. Gherasim, *Buna-credință în raporturile juridice civile*, Academia Publishing House, Bucharest, 1981.

will be reached implicitly, but not in the depth they could justify, as they, by their complexity, must be the subject of independent studies.

Indispensable for the multidisciplinary and diachronic analysis of the legal ideas and institutions that revolve around the central theme of the thesis is the method of historical research. Thus, by using this method, mainly within the prolegomen of this paper, we aim to capture the evolution of good faith from its nature of moral concept (*fides*) to that of contractual principle. We also consider the evolution of the perspectives of a practical and theoretical nature, respectively of the ideas developed in relation to the application of good faith in the contractual legal relations, by reference to the legal cultures that are the subject of our comparison. We will develop the historical perspective, including in Title II, because Title I is dedicated primarily to the study of *fides*, as an extrajudicial notion that teaches *bona fides*. Thus, both concepts will benefit from a diachronic analysis, essential for understanding the current meaning of good faith as a contractual principle. Therefore, both concepts will benefit from a diachronic analysis, which is essential for understanding the current meaning of good faith as a contractual principle.

Hereafter, Title I is structured in a way that, in our view, can benefit from the use of specific tools of empirical legal research[9] in order to achieve a more comprehensive and clearer approach to the topics under consideration. Thus, data on the objective structure of the populations subject to the research in this Title may be used and highlighted, from the perspective of their interaction with the analyzed notions and the effect of these interactions. The argument for using the empirical legal research method is reinforced by the need to imprint a multidisciplinary structure on the analysis of the subject matter in order to broaden the horizon of understanding and deepen it beyond the inherent limits of doctrinal legal research.

With regard to legal doctrinal research, it will be used in all its dimensions by comparing and corroborating relevant elements of legal literature, substantive law, and case law. The result of using these three components of legal doctrinal research will form the substance of the thesis, integrating the legal aspects obtained following the completion of this research. The method of doctrinal legal research will be decisive for chapters IV, V, and VI of Title II. In each of these, we will address from a legal perspective the contractual principle of

[9] P. Cane, H. Kritzer (eds.), *The Oxford Handbook of Empirical Legal Research*, Oxford University Press, Oxford, 2010, pp. 5-6 from Introduction.

good faith in the systems we have set out to research, highlighting the main similarities and differences.

To this end, the comparative method will be employed throughout the research to obtain results that are as relevant, useful, and comprehensive as possible. Thus, as can be inferred from the title of the thesis, the challenge undertaken is to improve a possible analysis that is limited to the study of domestic law by introducing a comparative component, which may bring new perspectives or verify those identified in domestic law.

The analysis carried out through the comparative-historical method will take into account a number of criteria, such as the socio-historical context underlying the regulations subject to comparison, the rationale justifying the existence and current form of the various institutions, and the legal effects of the regulations under study. In this manner, the entire study can go beyond the limits of a dry comparison between the current regulation of the principle of good faith in the three legal systems that are the subject of this thesis, by conducting organic research that does not omit essential elements extending beyond the field of legal sciences.

Hence, as established in comparative law literature, there are several ways in which this method can be applied. First, comparative law can be interpreted in a functional manner. In such an understanding, comparative law seeks to identify the elements of similarity between the legal systems compared, so as to determine which of the legislatively established solutions is the most useful. In the functional model, it is assumed that the legal norms of any legal system converge at a certain point, whether closer or more distant. However, in order to arrive at the common source between two regulations belonging to different legal systems, it is necessary, in certain cases, to go beyond the legal analysis of the norm. In such situations, hermeneutics must be multidisciplinary (in legal literature, the need for a multidisciplinary analysis in the comparison process has been argued[10]), profound, and take into account elements complementary to the legal analysis of a norm, such as its analysis from a historical, philosophical, sociological, psychological, political, etc. perspective. Other arguments against the exclusive use of the functional model are the autonomy of concepts, more specifically the different meanings that certain concepts can take on depending on the specifics of domestic law, and the tendency of comparativists toward ethnocentrism.

The second understanding supports the cognitive function of comparative law. Thus, by comparing certain legal systems with the national system, the latter can be understood more

[10] P. Legrand, *Le droit comparé,* Cinquième édition mise à jour 12e mille, PUF, Paris, 1999, pp. 13-14.

clearly and comprehensively, and certain trends of evolution can be anticipated. As has been stated in legal literature, "organic legal hermeneutics, as a tool of cogitation (as Heidegger's *infinita capacitas*), seems to me to be better nourishment for the jurist than the pure descriptivism of normativity (in the sense of *nomos*)"[11]. This was also the purpose pursued by the Society of Comparative Legislation (1869)[12]. In this way, the aim of the thesis shifts toward a deeper understanding of the notion of good faith and toward uncovering the full range of its meanings, since a legal rule cannot be explained independently of all the factors that influenced its origin and development, without distorting the outcome. It is therefore preferable to adopt a genuine hermeneutics of the notion, since only in this way can one „derive from the individual elements the meaning of the whole and understand each element in turn from the totality that encompasses and permeates it"[13].

As a follower of the Iași school of organic law and participating in the scholarly work of the Circle of Legal Hermeneutics attached to it, under the aegis of the *Robertianum* Center for Private Law, we will make significant use of the methodological tools developed therein, inspired by Bartolist scholasticism and built upon the teachings of the French exegetical school. Following the model of the postglossators, adapted by the exponents of the Iași school, this study will adhere to the content of the structure of the seven specific methodological steps. These are: *primum dividam* (with its subdivisions, *summa* and *lectura*), *secundum ponam casum, tertium historia regulae explorabo, quartum comparabo, quintum* colligam (with its subdivisions, *littera,* which in turn consists of *vulgari usu loquendi, ab etymologia, a rationis legis stricta, ab rationis legis și pro subjecta materiae, sententia,* the discovery of theological-philosophical, social and political meaning and, finally, *sensus*)*, sextum opponam et questio* (with its subdivisions, *pro auctoritas, contra auctoritas,* and *dicta*) and, lastly, „*septimum queram, brocardum et de lege ferenda*”[14] thus completing the analysis in a manner that fosters comparativism and an in-depth understanding of the chosen subject[15].

Given the characteristics of the subject under consideration, the predetermined sequence of the seven hermeneutic steps will be difficult to follow with strict rigor. To facilitate

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[11] V. M. Ciucă, *Drept privat comparat comparat. Lecțiuni*, vol. I, *Prolegomene*, 3rd edition, *corrigenda, addenda et incrementa*, Alexandru Ioan Cuza University Press, Iași, 2019, p. 24.
[12] S. Tisseyre, *Le rôle de la bonne foi en droit des contrats*, Presse Universitaires d'Aix-Marseille, Aix-Marseille, 2012, p. 34.
[13] V. M. Ciucă, *op. cit.*, p. 27.
[14] V. M. Ciucă, S. Panainte, C. Macovei (coord.), *Școala Dreptului Organic*, *Aplicațiile cercului de hermeneutică juridică „Școala dreptului organic”*, vol. I, Junimea Press, Iași, 2007, p. 17.
[15] *Ibidem*, pp. 11-17.

the reading of this thesis (following the good example set by a previous dissertation completed in the spirit of the same method of the Iași school of organic law), some steps will be reversed or interspersed, without, however, neglecting the fulfillment of the requirements imposed by each of them[16].

Finally, we consider that the comparative-historical method remains indispensable to this work, as it represents the essence of this research and through which we will analyze and explore the proposed topic from the perspective of the selected legal cultures. In applying the method, we will consider the two major dimensions of this research approach: the comparative and the historical[17]. In the case of the first aspect, the comparative one, the application of the comparative-historical method will focus on "comparable civil legal typologies or (...) comparable civil legal phenomena that are not radically different..."[18] within the scope of the paper. In other words, in order to carry out a thorough comparative exegesis of legal norms from different legal systems, there must be equivalence between them not only at the linguistic, institutional, or structural level, but also at the functional level. Otherwise, it would be inappropriate to compare legal terms, norms, or even institutions that have no common elements[19]. The second aspect of the comparative-historical method, the historical one, will be used primarily in the diachronic analysis of the phenomenon of good faith in consensual contracts in the three reference legal systems in order to explain the metamorphoses of good faith in private law and the causality of this legal phenomenon[20].

The sources we will use concretely represent a minimum necessary to respond to the dimensions specific to a comparative-historical study. For the segment dedicated to prolegomena, we will mainly use external sources of the legal sciences, namely sacred texts, historical chronicles, literature and folklore from various eras and cultures. These are indispensable to imagine the circumstances in which the earliest echoes of the *fides* were formed. Subsequently, for the study of Roman law, we will employ contemporary Romanist scholarship together with classical Roman and Greek sources (some of which, of course, are works of philosophy or history), as well as legal texts and case law, in order to portray an image of Roman society of that time and its legal culture. We will maintain the same structure for

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[16] V. Vieriu, *Protecția juridică a patrimoniului cultural în dreptul comparat*, Universul Juridic Publishing House, Bucharest, 2021, p. 12.
[17] V. M. Ciucă, *op. cit.*, p. 88.
[18] *Ibidem*, p. 110
[19] M. Guțan, *Sisteme de drept comparate. Introducere în teoria generală a dreptului comparat*, Hamangiu Publishing House, Bucharest, 2014, pp. 206-215.
[20] V. M. Ciucă, *op. cit.*, pp. 117-118.

tracing the evolution of good faith from Roman law up to the nineteenth century, in the period immediately preceding the adoption of the Napoleonic Code, making use of the works of the great Christian thinkers (theologians and philosophers) and of the glossators and post-glossators, together with modern analyses of their contributions. Turning to modern and contemporary law, the analysis will be based on the concurrent and complementary use of legal, jurisprudential, and doctrinal sources. In order to meet the purpose of this paper, the sources in this section will cover more than two centuries, from the adoption of the Napoleonic Code to the present day. Given the benchmarks chosen in this comparative-historical study, the main sources will come from France, the United Kingdom, and Romania. However, for brief additional observations or contextualization, we will refer to European and international legal literature and legislation.

SYNOPSIS OF THE DOCTORAL THESIS

Hereinafter, we will present the structure of the doctoral thesis together with brief descriptions of the content of the main divisions, concluding by exposing the conclusions of the paper, followed by bibliography.

The thesis is primarily structured into two titles: Title I. *Fides* and Title II. *Bona fides*, indicating the main criterion according to which the work is divided, namely the legal or, conversely, the extra-legal character of the notion under analysis.

Title I. *Fides* fully coincides with **the Prolegomena**, a division dedicated to an extensive introduction to the proposed topic. In turn, Title I is divided into Section I. Introductory Considerations; Section II. Proto-forms of Fides in Indo-European, Asian, and African cultures and civilizations (with 11 subsections); and Section III. Semantic Excursus, Section IV. From *fides* and Fides to *bona fides* (with two subsections, which are further subdivided into paragraphs and points) and Section V. General observations on the evolution of *fides*.

The epic of good faith began long before it was established as a central legal value in the Romano-Germanic legal system (and, in many respects, aspects that we will detail in the dedicated chapter, in the *common law* system). Encompassing moral values essential to the stability, prosperity, and evolution of a society, the origins of this concept must be sought beyond Roman law, even beyond law itself. The spiritual practices that preceded the first legal regulations (we mention, for example, the Sumerian codes of Ur Nammu, the famous Code of Hammurabi, the Spartan Constitution of Lykurgos, the Athenian laws of Dracon, the laws of Solon, and the *Lex duodecim tabularum*[21]) represent the first consecrations of the moral values that would later form the concept of good faith. Furthermore, these various moral values have coalesced over a long period of time, reflecting the natural evolution of society and serving as an element of the common culture and language of the Indo-European peoples.

Within the Prolegomena, we will propose a multidisciplinary approach (from historical, sociological, political, philosophical, religious, and legal perspectives) aimed at complementing the hermeneutics of the notion and elucidating aspects that would otherwise remain obscure, since purely legal theoretical tools are insufficient to explore such a broad

[21] V. M. Ciucă, *op. cit*., pp. 67-74, 112-113.

concept. Although essential at crucial moments in the evolution of civil law (and beyond), the place of good faith within the legal landscape has not been a stable one. We will therefore examine the constant and recurring cycle of the emergence, intensification, attenuation, disappearance, and reappearance of good faith in its various forms and within multiple contexts and cultures, observing the circumstances that have influenced these transformations and shifts in perspective.

Before analyzing *fides*, with its origins and landmarks in Roman society, it is necessary to contextualize it in the form of a historical, sociological, and religious analysis that reveals the source of the values that make up this unique concept. As we will see below, its roots are deep, dating back to time immemorial in the essential structure of Indo-European civilizations (and beyond). In this context, it is necessary to adopt an approach that takes into account the principles and concepts of *loyalty, trust, faith, keeping one's word, covenant, fidelity, and good faith* in general, as they appear in the most important ancient civilizations, as conveyed to us by available sources (direct documents or indirect accounts). The proposed synthetic and syncretic perspective will demonstrate that these elements are, in essence, universal human determinants, both at the ideological and mythological level and at the level of practices, that these moral values, often constituted in ethical codes, are ultimately a spiritual and organizational constant indispensable to the functioning of human societies.

The Romans had the inspiration to bring all these elements together into a single concept, *fides*, and to reinforce its structuring force by transforming a common noun into a proper noun, even deifying it in the form of the goddess Fides, before its legalization in the form of *bona fides*, which became an essential landmark in the evolution of Roman law between the Ancient and Classical periods. The shaping of fides under Roman influence remains the most important point in the history of the concept. Understood exclusively as an ethical or religious concept (and therefore extra-legal), *fides* was highly successful in establishing and explaining certain social relationships and even in providing them with the necessary binding force.

Therefore, *fides* has multiple valences, primarily combining a secular and a religious dimension. Although there are differences between the two categories, there are many overlaps. In its profane sense, with a moral or social substratum (the arguments here are often semantic in nature), *fides* primarily represents trust (or reliability[22]), in the sense of the trust we have in

[22] R. Fiori, *Fides et bona fides: Hiérarchie sociale et catégories juridiques*, în *Revue historique de droit français et étranger*, no. 4/2008, p. 469.

others (active) and of credit (passive). Credit (being trustworthy) was closely linked to a person's social and economic status, with those who enjoyed such success being considered more trustworthy. For this reason, *fides* was considered the preserve of the privileged class, but this observation cannot be taken as absolute, as other members of society also enjoyed *fides* to a certain extent (the broad semantic ramifications of the concept make it impossible to restrict its applicability to a single social class)[23]. From this primary, fundamental meaning, some secondary meanings derive. Fides means good faith and loyalty (here in the sense of virtue, a behavioral disposition to keep one's word), promise and protection (which, according to ancestral custom, was owed by the powerful to the weak in Rome, e.g., by creditors to debtors, by patrons to clients)[24]. In its religious sense, it takes the form of the goddess Fides, whose primary duty is "to protect honesty and fidelity in the performance of obligations"[25], thus being the goddess who presides over the observance of agreements of all kinds, public or private, the goddess of trust (mainly in the sense of the credit she grants and maintains with regard to those who obey her), and finally the goddess of protection of the weak (not in the sense that the goddess protects the weak, but in the sense that she guarantees the protection that the powerful owe to the weak). When the religious substrate does not stem from the substance of the *fides* hypostasis under discussion, it comes from the protection granted by the deity or from the symbolism attached to the ritual. Therefore, there is an obvious overlap between the profane connotations and the attributes of the goddess Fides, which emphasises the comprehensive meaning of the concept, which can be summarised (without being exhaustive) as honesty and respect for conventions, trust and credit, and protection for those in need[26].

Thus, in proto-Roman society, Fides represented an informal source of obligations, sanctioned not by the *jus civile*, but by imperatives of a religious and social nature.

Furthermore, the etymological origins of good faith (derived from *fides*) confirm, or rather anticipate, the close links between this concept and the contractual universe, and accurately describe the current meaning of this concept. Moreover, if we have already suggested the timeless nature of *fides*, it can also be observed by studying the cultural and civilizational spheres of Mesopotamian, Indo-Iranian, Chinese, Nordic, Arab, Hebrew, Greek, and Roman traditions, and, subsequently, the European legal culture (both in the form of the

[23] R. Valsan, *Fides, bona fides, and bonus vir: Relations of trust and confidence in Roman Antiquity*, în *Journal of Law, Religion and State*, vol. 5, no. 1/2017, pp. 2, 6-7.
[24] G. Freyburger, *Fides. Étude sémantique et religieuse depuis les origines jusqu'à l'époque augustéenne*, ediția a 2-a, Les belles lettres Publishing House, Paris, 2009, pp. 50-74, 229-231.
[25] R. Vlasan, *op. cit*., p. 4.
[26] G. Freyburger, *op. cit*., pp. 231-248.

civil law tradition and that of *common law*), together with its determinants—that this concept also possesses a spaceless character.

Title II. *Bona fides* consists of six chapters, which we will discuss individually. As a general title, the second title is dedicated to the analysis of the legal concept of *bona fides* and its effects.

Chapter I. Good faith, between ancient Rome and the Napoleonic Code is divided into Section I. *Bona fides* in Roman law (with five subsections), Section II. Good faith in the Middle Ages, and Section III. Modern contractual good faith. This chapter is essential as it deals with the first legal manifestation of *fides*, as interpreted and established by the Romans, and its evolution on the European continent.

Given the significant changes in Roman society (particularly in the field of commerce) and the new dynamics of relations between individuals that needed to be legally supported, the law could not ignore such a useful and complex concept as *fides*. However, the concept was too broad and too vague to be transplanted into Roman law. Thus, the wise Roman praetors, sensitive to the changes around them and inspired by them, took advantage of the favourable context and initiated what was to be one of the most important developments in law, the acculturation of *fides* and its transformation into *bona fides*.

A combination of favorable factors facilitated this transition from *fides* to *bona fides*[27], a transition that would go on to influence centuries of legal thought, ultimately shaping the contemporary perspective of the main European legal cultures and beyond. Chief among these factors were the shift from the system of legis actiones to the formulary system, the emergence of good faith actions, the appearance of consensual contracts, and, of course, the transition from the Old Era to the Classical Era of Roman law. These moments should not be viewed as stages that follow one another in a rigorous order and are strictly delimited from one another by temporal coordinates or substance, but should be understood as complementary components that blend into a coherent evolutionary process. All these elements express a natural tendency, characteristic of all legal systems in the course of their evolution, to move away from their initial rigidity and formalism, incorporating subtle mechanisms that allow for a greater degree of flexibility and freedom[28].

[27] É. Charpentier, *Le rôle de la bonne foi dans l'élaboration de la théorie du contrat*, in *Revue de droit de l'Université de Sherbrooke*, vol. 26, no. 2/1996 (pp. 299-320), p. 305; https://doi.org/10.17118/11143/12869.
[28] M. J. Schermaier, *Bona fides in roman contract law*, pp. 63-92, în R. Zimmermann, S. Whittaker (ed.), *Good Faith in European Contract Law*, Cambridge University Press, Cambridge, 2008, p. 63.

This is the highest point reached by the development of good faith in Rome, its existence being closely linked to the specifics of *bonae fidei judicia* and formal procedure. The decline of *bona fides* coincides with the end of the classical period, the most recent codification of the praetor's edict dating from the first half of the 2nd century AD, during the reign of Emperor Julian.

Before Justinian's compilations, in the 4th-5th centuries AD, *bona fides* included the two aspects that are still known today, namely objective and subjective. Objective good faith referred to a standard of conduct applicable to co-contractors, which included values such as honesty and fairness. Subjective good faith refers to a person's belief that they are acting lawfully, within the reasonable limits of their rights, while fully respecting the rights of others. This meaning also includes ignorance of an aspect of the legal relationship in question that has legal consequences[29].

Subsequently, under the influence of Christian teachings and Aristotelian philosophy, canonists, glossators, and post-glossators rediscovered and rethought the concept in accordance with the culture and needs of the time, structuring a solid and functional principle of contractual good faith. In parallel, and with significant areas of overlap, important institutions of contract law developed (or had their foundations laid), which are still known today and were grounded in the substance of good faith. These include, among others, contractual consensualism, the theory of cause, fraud (*dolus*), the equivalence of performances, and contractual freedom, the most important of which will be further developed below.

At the end of this chapter, we were able to observe the concrete content of the legal concept of good faith, which had become a criterion for interpreting contracts, by referring to an objective standard of behavior (*bonus vir*), a source of contractual obligations[30], and a subjective condition concerning the knowledge or ignorance of factual elements[31]. Furthermore, the acceptance of good faith in law marks the development of the judge's role in litigation, giving them the unique opportunity to analyze the content of the agreement between the parties, based on the principle of fairness.

[29] R. Valsan, op. cit., pp. 21-22.
[30] R. Valsan, *op. cit.*, p. 24; C. C. Turpin, *Bonae Fidei Iudicia*, în *The Cambridge Law Journal*, vol. 23, no. 2/1965, p. 266.
[31] V. M. Ciucă, *Bona fides într-o nouă hermeneutică*, în volumul Simpozionului *Disponibilități creative în lume*, Societatea „Vasile Pogor", Iași, 2009, p. 2.

Chapter II. Consensual contracts are divided into Section I. Classification of contracts, Section II. Solemn contracts, Section III. Real contracts, Section IV. Consensual contracts (with two subsections) and Section V. The importance of classification. This chapter explores, from a theoretical point of view, the classification of contracts according to how they are formed, emphasizing the link between the principle of consensualism and good faith.

The Roman legacy of contractual formalism was mitigated and countered by the new consensualist trend, starting with the opinions of canonists. "Consensualism will thus prevail as a necessary consequence of the link between religious faith and good faith, which must be sovereign in contracts"[32]. Of course, as we pointed out in our analysis of the Middle Ages, Aristotelian philosophy, which brought commutative justice to the fore, also had an important influence.

In this way, intent replaces formalities to become the necessary and sufficient element for the valid formation of a contract. Canonists bridged the gap between lying and sin, which, with the addition of the contributions of glossators and post-glossators, allowed for the establishment of certain clear landmarks in contract law. These landmarks revolved around good faith, the most relevant being: respect for one's word, equivalence of performance, the ability of the parties to agree to create legal effects, and the existence of obligations that are implied in contracts, deriving naturally from their specific nature. Similarly, inspired by the great European thinkers who preceded them, representatives of the Spanish post-classical school developed a contractual theory that conceives of it either as an act of commutative justice or as a liberality and postulates contractual balance and the existence of obligations implied in the nature of each type of contract[33]. Enjoying this significant scientific support, ancient French law, through the writings of J. Domat, definitively moves toward consensualism (which offers new theoretical possibilities for the abstraction of contract formation), along with the specific consequences of such a paradigm[34].

Chapter III. Good faith in modern and contemporary law is divided into Section I. Different legal approaches to the concept of good faith, Section II. Good faith in positive law. Horizontal comparison (with 11 subsections), Section III. Good faith in special legislative

[32] Y. Lassard, *Histoire du droit des obligations*, *Curs universitar, Faculté de Droit de Grenoble*, p. 61; available at https://www.researchgate.net/profile/Dr-Lassard/publication/235605868_Histoire_du_droit_des_obligations_Introduction/links/00b49526d398d59a53000000/Histoire-du-droit-des-obligations-Introduction.pdf.
[33] É. Charpentier, *op. cit.*, p. 313.
[34] *Ibidem*, p. 316-318; M. Floare, *Buna și reaua-credință în negocierea și executarea contractelor de drept comun*, Universul Juridic Publishing House, București, 2015, pp. 59-61.

projects. Vertical comparison (with seven subsections), Section IV. Functions of contractual good faith (with six subsections). The chapter analyzes the scope and extent of good faith regulation in modern and contemporary law and contains brief presentations of the rules discovered.

This chapter presents the main views and divergences regarding good faith, since, due to the vastness of the field, it has proven impossible to encompass it in a unanimously accepted theoretical template, with countless theories and interpretations existing regarding its legal nature, its roles, and its constituent elements. Summarizing the main theories, without exhausting the discussion and without reconciling the differences, good faith would have as its main meanings the two previously mentioned, objective good faith and subjective good faith, to which is added the meaning of principle of interpretation.

In terms of its scope, we observe from the examples analyzed that good faith inspires numerous legal cultures, including beyond the European borders where Roman law finds its most significant influences. This aspect denotes the link between the concept of good faith and the humanist spirit, since, beyond the particularities of each nation, which shape the law precisely, there are principles with a quasi-universal vocation. Good faith, in its legal dimension, represents a real institution of natural law, which transcends the pragmatism of legislators, being an almost implicit basis for the entire sphere of private relations. Moreover, the concept of good faith appears to be flexible, allowing for its harmonious integration into a wide variety of legislative structures. Extending the analysis to a vertical dimension, we found that there is a constant concern at international (and especially European) level for the integration of good faith into broad and diverse regulatory projects (*e.g.* the Principles of European Contract Law, the UNIDROIT Principles, *Lex mercatoria*, the 1980 Vienna Convention, Directive 93/13/EEC, and the Pavia Principles). Through these, the principle of good faith (used to varying degrees) appears as a central element of the contractual field, as it is reflected in express, supplementary, or mandatory rules (supplemented by doctrinal and jurisprudential interpretations).

As a natural continuation of the presentation of the main views and interpretations regarding good faith, this chapter concludes with an exposition and analysis of its main functions. In this regard, it has been stated in legal literature that the theory of "the functions of good faith emerged as an attempt to limit judicial activism by seeking to concretize the

principle in its institutional and formal dimension"[35]. The risk stems from the vague, adaptable, and morally charged (and indeed essential) nature of the concept of good faith, which may tempt the judge, thereby creating circumstances conducive to excessive judicial interventionism. Starting from the premise that there is no consensus on the functions of good faith, legal literature identifies mainly the interpretative function, the complementary function, the limiting function, and the adaptive function. With the help of these, the legislator, judicial practice, and legal literature can define with greater clarity and predictability the limits within which contractual good faith will produce its specific effects.

Chapter IV. Good Faith in Consensual Contracts in French Law is divided into Section I. Introductory Considerations, Section II. Freedom of Will, Contractual Solidarity, and the Crisis of the Contract (with three subsections), Section III. The Enshrinement of the Notion of Good Faith in French Law (with two subsections), and Section IV. The Role of Good Faith in French Contract Law (with six subsections).

This chapter provides the premises for important observations regarding the role of good faith in contemporary law, particularly on the European continent, through the influence that French law exerts on other European regulations.

As explained in this chapter, the effects of contractual good faith on the conventional mechanism created and agreed upon by the parties are significant and varied, both under the old regulation (Article 1134 of the French Civil Code) and after the 2016 reform (Article 1104). After a period of some reluctance and intense debate, the reform contributed to revitalising the principle of good faith in contracts, extending it, *de lege lata*, to the stage of negotiation and formation of the contract, thus continuing the effort initiated in legal literature and jurisprudence. Viewed as a whole, the effects that the law and the courts recognise as good faith represent a clear change in the general theory of contract, which claimed individualism.

On a very optimistic note, through a quotation that has become famous in legal literature (most often in order to be nuanced), A. Sériaux stated: 'The good faith of Article 1134 represents, let us repeat, goodwill, loyalty, the concern to act for the benefit of one's co-contracting party, to collaborate with them, to ease their burden—in a word, to love them as a brother[36]. Beyond the nuances brought by legal literature, which characterizes the position as exaggerated and inappropriate to the spirit of contractual liberalism, the author notes an

[35] M. Floare, *op. cit.*, p. 87.
[36] A. Sériaux, *Droit des obligations*, Presses Universitaires de France Publishing House, Paris, 1992, p. 211.

undeniable reality, namely the revival of good faith as a contractual principle with remarkable force. Good faith is no longer a simple criterion of interpretation, but a true standard of contractual conduct (with a pronounced moral dimension), from which implicit obligations derive and which justifies judicial review of the specific manner in which the parties have performed their obligations and exercised their rights.

Therefore, in light of the provisions of French law analyzed, both before and after the 2016 reform, the theory of autonomy of will remains the rule in contract law. It is the will of the parties that triggers the legal mechanism of the contract and still enjoys absolute freedom, as a rule. The exception, however, is very comprehensive. Good faith limits the freedom of the parties, bringing a necessary balance to the unbridled ambitions of absolute contractual freedom. It thus serves the goal of contractual justice, instilling necessary and imperative moral rules into agreements. However, legislators and judicial practice have been and remain concerned not to transform voluntary contractual theory (with the aforementioned mitigating factors) into a solidarity-based theory. Finally, we note the uncertain nature of obligations arising from contractual good faith, some of which have been detached and enshrined in autonomous legal institutions and norms, others recognized and applied by courts with greater or lesser consistency), and others that remain merely doctrinal proposals.

We would like to point out an apparent contradiction in terms between the principle of good faith as a contractual principle and the same principle of good faith as an exception to the rule of autonomy of will. Specifically, as we mentioned, the scope of good faith, its imperative nature, and its central role (both concrete and symbolic) in contract law confirm its status as a principle. At the same time, in terms of general contract theory, freedom of contract remains the rule with regard to how agreements between parties arise and are composed.

The French regulation accurately reflects the natural evolution of the norm that we anticipated in this study, establishing the main enduring features of *bona fides* (such as trust, which is indispensable to contractual relationships and is thus protected, the rejection of formalism and artificial rigidity in the interpretation of agreements, and the integration of values such as honesty, consistency, loyalty, and cooperation) and developing new meanings specific to modern society.

Chapter V. Good faith in English law is divided into Section I. The concept of good faith in English law (legal literature and legislation) (with two subsections), Section II. Case law, Section III. "Substitutes" for good faith in *common law* (with nine subsections).

The main usefulness of this chapter lies in the fact that it represents the most fertile point of comparison. It is well known that English law does not recognise good faith in the same sense as civil legal systems or even some *common law* systems (such as the American system, which recognises the concept[37], although it does not occupy the same place as in civil law systems). The traditional approach of *common law*, and in particular English common law, is to associate contract law with economic efficiency and to absolutize the principle of freedom of contract. However, recent developments in case law, as presented in this chapter, show that the British position is becoming significantly more nuanced.

The central idea that emerges from Anglo-Saxon legal literature is that introducing the general principle of good faith could create legal uncertainty and would threaten the principle of contractual freedom of the parties. The concept of good faith could be accepted, but in a controlled manner, tailored to the specific circumstances, rather than as a general principle governing all contractual relationships[38].

Furthermore, there is a fear that enshrining the principle of good faith would give courts discretionary, unpredictable power, leading to uncertainty and excessively subjective justice[39]. Instead, the opinion has emerged that, without the principle of good faith, a judge would, in certain situations, be unable to reach a fair solution or could only do so by resorting to a wide variety of legal fictions, the consequence being precisely a lack of clarity and predictability in subsequent cases[40].

However, if we look beyond appearances, we will see that the distinction between the civil and *common law* approaches is primarily one of method. British law adopts concrete solutions that are limited to each situation that arises, while civil law prefers comprehensive concepts that can be interpreted and adapted as needed. But from the perspective of the actual content of good faith, more specifically, from the perspective of the values that comprise it, the common law system is not much more skeptical than the civil law system. We have already noted in our analysis of French law that some effects of good faith, by the will of the legislator,

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[37] S. Tisseyre, *op. cit.*, footnote no. 97, p. 35.

[38] B. Fauvarque-Cosson, D. Mazeaud (coord.), *European Contract Law. Materials for a Common Frame of Reference: Terminology, Guiding Principles, Model Rules*, Editura Sellier, European Law Publishers, Munich, 2008, p. 199.

[39] R. Brownsword, N. J. Hird, G. G. Howells, *Good Faith in Contract: Concept and Context*, Ashgate Publishing, 1999, p. 15.

[40] R. S. Summers, *Good Faith in General Contract Law and the Sales Provisions of the Uniform Commercial Code*, vol. 54, Virginia Law Review, p. 198.

become autonomous. For example, this was the path taken by the express establishment of pre-contractual obligations of information or confidentiality. The so-called substitutes for good faith in British law can be viewed in a similar way.

E.g., based on some of the examples we have given so far, these correspondences become clear: in *promissory estoppel*, we recognize the principle of non-contradiction, which French courts recognized long before the 2016 reform; *misrepresentation* refers us to discussions about dolus and the obligation of information incumbent on co-contractors; *legal literature of frustration* corresponds to the institution of force majeure; *hardship* reflects the institution of unforeseeability (although British law does not fully accept it); *implied contract terms* illustrate the complementary function of objective good faith in certain circumstances (more limited in British law). However, the opposite should not be assumed either. There is no identity between the two approaches, a relevant example being the subject of pre-contractual negotiations, where British law takes an even more rigid view.

Thus, although at first glance civil law regards good faith with optimism, while *common law* views it with reserve, it cannot be said that British law is entirely unfamiliar with or resistant to certain effects that have been attributed to good faith since ancient times.

Chapter VI. Romanian law and the principle of good faith in the regulation of consensual contracts is divided into Section I. Introductory considerations on the role and place of good faith in Romanian law, Section II. The pre-contractual stage of consensual contracts, Section III. The conclusion and performance stage of consensual contracts, Section IV. Bad faith and abuse of rights, Section V. Case law. Unfair terms, and Section VI. General observations on domestic regulation.

The last chapter of the paper is dedicated to the Romanian regulation of the concept of good faith. The chapter analyses the current regulatory framework (with references to the old regulation), the main doctrinal interpretations, relevant case law elements and the Romanian legislator's perspective on the contractual theories embraced by Romanian law.

The main normative sources of the principle of good faith are Articles 14 and 1170 of the Civil Code, governing good faith as a general principle of private law and contract law, in particular. These give rise to the main effects of the concept (specific rights and obligations), which have been analyzed (similar to the analysis dedicated to French law) in relation to the main contractual stages (pre-contractual stage, contract conclusion stage, and contract performance stage). The findings arising from this chapter consist in observing the openness

shown by the Romanian legislator (and, in certain instances, by case law, without exploiting the full potential of the concept) towards good faith, as well as the significant similarities between the domestic regulation and the French one.

CONCLUSIONS

Good faith has demonstrated that it knows no geographical or temporal boundaries and amply confirms its place in the pantheon of cardinal legal and moral values of the entire law, alongside *libertas sive voluntas, aequitas, and officium pietatis erga proximos*[41].

The evolution of the concept has been winding, marked by moments of energetic affirmation and moments of decline, when other ethical and legal considerations were preferred. At present, it is difficult to imagine that the contractual field could subsist independently of any element that today comprises the notion of good faith.

In this study, we traced the origins of good faith back to its earliest manifestations that we could identify, finding its roots in the moral and religious concept of *fides*. This encompasses the most important values that we can still discern today in the composition of good faith: trust (first and foremost), loyalty, honesty, consistency, fairness, and solidarity. We then analyzed the context in which the first legal form of the millennial concept of good faith took shape, observing its effects on society and contracts. We then observed the development and transformation of good through the contributions of great Christian thinkers, glossators, and post-glossators who, starting from the Roman roots of *bona fides* and the teachings of Aristotle, shaped essential concepts of contemporary contract law, such as the obligation to keep one's word, consensualism, and autonomy of will. We continued by analyzing the main contractual theories whose outline was influenced by good faith, thus completing the main stages of historical evolution at this point. Subsequently, we focused our efforts on identifying modern and contemporary regulations, including efforts to standardize contract law at the European level.

Finally, we obtained an overview of the place that good faith occupies in each of the three legal cultures studied, first analyzing them from an internal perspective so that we could then make a comparison. While we can say that French and Romanian regulations (together with jurisprudential and doctrinal interpretations) are predominantly similar (to the point of almost overlapping), with regard to the *common law* system, we find that it maintains its traditional structure, reserved and even skeptical of moralizing legal concepts such as good faith, and that it does not accept a transplant of the notion of good faith in the form and meaning

[41] V. M. Ciucă, *Drept privat comparat …*, *op. cit.*, p. 23.

attributed to it by the civil legal system (not even under pressure from union ambitions, which were topical at one point). We are thus faced with two fundamentally different approaches.

The English legal system avoids, as we have pointed out, a very complex enshrinement that would bring with it a force considered dangerous to the institution of good faith and chooses to introduce it gradually into the national system, establishing in case law the scope and accepted effects of this concept. As we have seen, these effects are sufficiently limited, at least for the time being.

In contrast, civil legal systems such as the French and Romanian ones recognize and enshrine in law a principle of good faith with general applicability, thereby stating the fundamental importance of the institution for these legal systems. The effects are much broader, and the freedom of interpretation enjoyed by judges in civil law is greater than that enjoyed by judges in English law (with regard to the scope of the concept under analysis), where more attention and importance is given to the contractual freedom of the parties and the stability of the legal system. These latter aspects are considered incompatible with such an abstract principle as good faith. However, the approach and experience of civil law confirm that harmonious coexistence is possible between freedom of contract and the principle of *pacta sunt servanda*, on the one hand, and the principle of contractual good faith, on the other. By establishing contractual freedom and the binding force of contracts as the rule, and establishing good faith as the exception, a stable and functional balance between individualism and contractual justice is achieved. The parties are free to construct contractual mechanisms that are specific and tailored to their own interests, but they are obliged not to violate the mandatory standard of good faith.

However, on closer inspection, the opposition between the two major legal cultures is only apparent. Good faith is not a unitary, monosyllabic notion, but a complex, multifaceted concept. English law does not therefore reject the compatibility of the values that compose good faith with its specific climate, but rather rejects the method proposed by civil lawyers, preferring a method specific to the British cultural and legal environment[42]. In this sense, it does not accept a general concept of good faith, which might appear vague and ambiguous, but it does accept a significant number of the effects it produces in civil law systems. It is difficult to sustain the independent development of the common law system while completely ignoring the principle of good faith, as it still retains strong similarities to the earliest form given to it

[42] M. Guțan, *Comparative Law in Romania: History, Present and Perspectives*, în *Romanian Journal of Comparative Law*, no. 1/2010, pp. 68-69.

by Roman jurists. Therefore, Roman *fides* and the good faith that emerged from it are not arbitrary creations of an isolated public power, but are concepts inherent to social organisation and human nature, regardless of the era or space to which we refer. The two millennia of application (with the aforementioned syncopations) and the similarity between contemporary good faith and Roman *bona fides* support this observation and confirm the central place that good faith occupies in civil law.

To conclude, we will not formulate *de lege ferenda* proposals, as the traditional approach to good faith in civil legal systems appears to be the most effective and best suited to the polysemantic nature of this notion. In this regard, a definition would risk having the opposite effect, failing to accurately encompass the entire semantic field of the concept and generating more difficulties than certainties. Moreover, the concept must remain flexible in order to accommodate more effectively any changes in society that could not have been anticipated at the time of adopting stricter regulations. However, a rule that is too vague, ambiguous, unpredictable, and prone to controversy risks being avoided in practice. Therefore, we limit ourselves to expressing the hope that specialized literature will continue to develop in this field (confirming the commendable trend of the last ten years) and that case law will not hesitate to apply a fluid, abstract concept laden with moral values.

BIBLIOGRAPHY

I. Cursuri, monografii, comentarii, volume colective, teze de doctorat

1. Adam, Ioan, Adam Roxana Anca, *Codul civil. Cartea a V-a. Despre obligații, Titlurile I-VIII (art. 1164-1649), Comentarii și explicații*, Editura C.H. Beck, București, 2016.
2. Agamben, Giorgio, *Le sacrement du langage. Archéologie du serment*, Editura Vrin, Paris, 2009.
3. Agizza, Rosa, *Mituri și legende ale Romei antice*, Editura Lider, București, 2006.
4. Andrews, Neil, *Contract Law. Second Edition*, Editura Cambridge University Press, 2015.
5. Avrigeanu, Tudor, *Categoria iuris. Știința dreptului ca știință politică*, Editura Universul Juridic, București, 2017.
6. Baias, Flavius *et. al.* (coord.), *Noul Cod civil. Comentariu pe articole*, ediția a 2-a, Editura C.H. Beck, București, 2014.
7. Beale, Hugh, Hartkamp, Arthuer, Kötz, Heinz, Tallon, Denis (ed.), *Cases, Materials and Text on Contract Law*, în colecția *Ius Commune Casebooks for the Common Law of Europe*, Editura Hart Publishing, Oxford, 2002.
8. Benveniste, Émile, *Le vocabulaire des institutions indo-européennes*, Tom 1, Editura Les Éditions de Minuit, Paris, 1969, pp. 115-121, disponibil la adresa https://devenirdimanche.files.wordpress.com/2015/11/ 32860389-benveniste-emile-le-vocabulaire-des-institutions-indo-europeennes.pdf.
9. Berger, Adolf, *Encyclopedic Dictionary of Roman Law*, volumul 43, partea a 2-a, Editura The American Philosophical Society, Philadelphia, 1953.
10. Bloch, Raymond, Cousin, Jean, *Roma și destinul ei*, Editura Meridiane, București, 1985.
11. Bob, Mircea-Dan, *Obligația contractuală în dreptul roman cu trimiteri comparative la Codul Civil*, Editura Universul Juridic, București, 2015.

12. Bob-Bocșan, Mircea-Dan, *Manual elementar de drept privat roman*, ediția a III-a, revăzută și adăugită, Editura Universul Juridic, București, 2022.

13. Boileux, Jacques Marie, Poncelet, François-Frédéric, Bastiné, Louis, *Commentaire sur le Code civil*, tomul al II-lea, Editura Société Belgé de librairie, etc. Nauman et comp., Bruxelles, 1838.

14. Boroi, Gabriel, Anghelescu, Carla Alexandra, *Curs de drept civil. Partea generală*, ediția a 2-a revizuită și adăugită, Editura Hamangiu, București, 2012.

15. Bresson, Alain, Capitolul XII, *Les cités grecques, le marché et les prix*, în *La cité marchande*, Editura Ausonius Éditions, Pessac, 2000 (pp. 263-307), par. 69-75, disponibil la adresa https://books.openedition.org /ausonius/7731?lang=fr.

16. Brownsword, Roger, Hird, Norma J., Howells, Geraint, *Good Faith in Contract: Concept and Context*, Editura Ashgate, 1999.

17. Burrows, Andrew, Mckendrick, Ewan, Edelman, James, *Cases and Materials on the Law of Restitution*, ediția a II-a, Oxford University Press, New York, 2007.

18. Cane, Peter, Kritzer, Herbert (eds.), *The Oxford Handbook of Empirical Legal Research*, Editura Oxford University Press, Oxford, 2010.

19. van Caenegem, Raoul Charles, *European Law in the Past and the Future. Unity and Diversity over Two Millenia*, Editura Cambridge University Press, Cambridge, 2002.

20. Carbonnier, Jean, *Droit civil*, tom 4, *Les obligations*, ediția a 19-a, Presses Universitaires de France, Paris, 1995.

21. Carbonnier, Jean, *Sociologie juridique*, Editura Presses Universitaires de France, Paris, 1978.

22. Charpin, Dominique, *Bureau des poids et mesures. La vie méconnue des temples mésopotamiens*, Paris, Editura Les Belles Lettres, 2017, disponibilă la https://books.openedition.org/lesbelleslettres/124?lang=fr.

23. Chen-Wishart, Mindy, *Contract Law. Second Edition*, Editura Oxford University Press, 2008.

24. Cheng, Anne, *Istoria gândirii chineze*, Vișan Florentina, Vișan Viorel (trad.), Editura Polirom, Iași, 2001.

25. Ciucă, Valerius M., *Drept privat comparat comparat. Lecțiuni*, volumul I, *Prolegomene*, ediția a III-a, *corrigenda, addenda et incrementa*, Editura Universității „Alexandru Ioan Cuza" din Iași, Iași, 2019.

26. Ciucă, Valerius M., *Drept roman, Lecțiuni*, Ediția a II-a *addenda, corrigenda et incrementa*, volumul II, Editura Universității „Alexandru Ioan Cuza" Iași, Iași, 2014.

27. Ciucă, Valerius M., *Euronomosofia. Periplu filosofic prin dreptul european. Lecțiuni*, Editura Universității „Alexandru Ioan Cuza" din Iași, Iași, 2019.

28. Ciucă, Valerius M., Macovei, Codrin, Panainte, Septimiu (coord.), *Școala dreptului organic. Aplicațiile cercului de hermeneutică juridică „Școala dreptului organic"*, prefață de Ciucă, Valerius M., volumul I, Editura Junimea, Iași, 2007.

29. Cocoș, Ștefan, *Drept roman*, Editura Universul Juridic, București, 2003.

30. Codrea, Codrin, *Frusta et Fragmina. Essays on European Law*, Editura Hamangiu, București, 2019.

31. Codrea, Codrin, *Logică juridică. Curs universitar*, Editura Hamangiu, București, 2023.

32. Cohen, Abraham, *Talmudul*, Litman, (trad.), Editura Hasefer, București, 2000.

33. Colin, Ambroise, Capitant, Henri, *Cours Élémentaire de Droit Civil Français*, ediția a VII-a, tomul al II-lea, Editura Dalloz, Paris, 1932.

34. Collognat, Annie (dir.), *Dictionnaire de la mythologie gréco-romaine*, Editura Omnibus, 2016.

35. Cumont, Franz, *Les Mystères de Mithra*, ediția a 3-a, Editura H. Lamertin, Bruxelles, 1913.

36. Daremberg, Charles Victor, Saglio, Edmond, *Dictionnaire des antiquités grecques et romaines*, tom II, partea a 2-a, Editura Hachette et Cie, Paris, 1887, disponibil la adresa https://www.larousse.fr/encyclopedie/mythologie/Numa_Pompilius/ 190346.

37. Dariescu, Cosmin, *Fundamentele dreptului internațional privat*, Ediția a III-a, Editura Universul Juridic, București, 2023.

38. Deleanu, Ion, Deleanu, Sorin, *Mică enciclopedie a dreptului. Adagii și locuțiuni latine în dreptul românesc*, Editura Dacia, Cluj-Napoca, 2000.

39. Demogue, René, *Traité des obligations en général*, volumul II, *Effets des Obligations*, tomul al VI-lea, Editura Librairie Arthur Rousseau, Paris, 1931.

40. Deshayes, Olivier, Genicon, Thomas, Laither, Yves-Marie, *Réforme de droit des contracts, du régime général et de la preuve des obligations*, Editura LexisNexis, Paris, 2016.

41. Dumézil, Georges, *Idées romaines*, Editura Gallimard, Paris, 1969.

42. Dumézil, Georges, *La religion romaine archaïque*, Editura Payot, Paris, 1974.

43. Dumézil, Georges, *Mitra-Varuna, essai sur deux représentations indo-européennes de la souveraineté*, Editura Gallimard, Paris, 1948.

44. Dumézil, Georges, *Mythes et dieux dans la Scandinavie ancienne*, Editura Gallimard, Paris 2000.

45. Ernout, Alfred, Meillet, Antoine, *Dictionnaire étymologique de la langue latine*, ediția a IV-a, Paris, 1959.

46. Fafinski, Stefan, Finch, Emily, *Contract Law. Second Edition*, Editura LawExpress, 2010.

47. Fauvarque-Cosson, Bénédicte, Mazeaud Denis (dir.), *European Contract Law. Materials for a Common Frame of Reference: Terminology, Guiding Principles, Model Rules*, Editura Sellier, European Law Publishers, Munich, 2008.

48. Floare, Marius, *Buna și reaua-credință în negocierea și executarea contractelor de drept comun*, Editura Universul Juridic, București, 2015.

49. Forte, Angelo D.M., *Good Faith in Contract and Property Law*, Editura Hart Publishing, Oxford și Portland Oregon, 1999.

50. Freyburger, Gérard, *Fides. Étude sémantique et religieuse depuis les origines jusqu'à l'époque augustéenne*, ediția a 2-a, Editura Les belles lettres, Paris, 2009.

51. Gherasim, Dimitrie, *Buna-credință în raporturile juridice civile*, Editura Academiei, București, 1981.

52. Greenidge, Abel Henry Jones, *Infamia: Its Place in Roman Public and Private Law*, Editura Clarendon Press și H. Frowde, Oxford și Londra, 1984.

53. Gounot, Emmanuel, *Le principe de l'autonomie de la volonté en droit privé: contribution à l'étude critique de l'individualisme juridique*, teză de doctorat, Dijon, 1912.

54. Guțan, Manuel, *Sisteme de drept comparate. Introducere în teoria generală a dreptului comparat*, Editura Hamangiu, București, 2014, pp. 206-215.

55. Hauser, Jean, *Objectivisme et subjectivisme dans l'acte juridique*, teză de doctorat, prefață de Raynaud, Pierre, Librairie Générale de Droit et de Jurisprudence, Paris, 1971.

56. Hanga, Vladimir, Bob, Mircea-Dan, *Curs de drept privat roman*, ediția a IV-a, revizuită și adăugită, Editura Universul Juridic, București, 2011.

57. Harvey, Peter, *Buddhist Practice: Ethics*, în *An Introduction to Buddhism: Teachings, History and Practices*, ediția a 2-a, Cambridge University Press, 2013.

58. Heuzé, Vincent, *La vente internationale de marchandises*, Editura Librairie Générale de Doctrine et de Jurisprudence, Issy-les-Moulineaux, 2000.

59. Huart, Clément, *Histoire des arabes*, tom I, Editura Librairie Paul Geuthner, Paris, 1912.

60. Jabbour, Rita, *La bonne foi dans l'exécution du contrat*, Librairie Générale de Doctrine et de Jurisprudence, Issy-les-Moulineaux, 2016.

61. Jakotă, Mihail-Vasile, *Drept roman*, volumul I, Editura Fundației „CHEMAREA" Iași, Iași, 1993.

62. Jamin, Christophe, Mazeaud, Denis (coord.), *La nouvelle crise du contrat*, Editura Dalloz, Paris, 2003.

63. von Jhering, Rudolf, *L'esprit du droit romain*, tomul I, Editura A. Marescq, Aîné, Paris, 1880.

64. Jolowicz, Herbert Felix, Nicholas, Barry, *Historical Introduction to the Study of Roman Law*, ediția a III-a, Editura Cambridge University Press, Londra, 1972.

65. Josserand, Louis, *De l'esprit des droits et leur relativité, théorie dite de l'abus des droits*, ediția a II-a, Editura Dalloz, Paris, 1939.

66. Kelsen, Hans, *Pure Theory of Law*, M. Knight (trad.), The Lawbook Exchange, Ltd., New Jersey, 2002.

67. Kernbach, Victor, *Dicționar de mitologie generală*, Editura Albatros, București, 1983.

68. Kocourek, Albert, Wigmore, John H., (ed.), *Evolution of Law: Select Readings On the Origin and Development of Legal Institutions*, volumul II, *Primitive and Ancient Legal Institutions*, Editura Little, Brown, and Company, Boston, 1915.

69. Larombière, Léobon Valéry Léon Jupile, *Théorie et pratique des obligations ou commentaire des Titres III et IV, Livre III du Code civil. Articles 1101 à 1386*, tomul I, Editura A. Durand et Pedone-Lauriel, Éditeurs, Libraires de la Cour d'appel et de l'Ordre des Avocats, G. Pedone-Lauriel, Successeur, Paris, 1885.

70. Lassard, Yves, *Histoire du droit des obligations*, *Curs universitar, Faculté de Droit de Grenoble*, p. 43; disponibil la adresa https://www.researchgate.net/profile/Dr-Lassard/publication/235605868_Histoire_du_droit_des_ obligations_Introduction/ links/00b49526d398d59a53000000/Histoire-du-droit-des-obligations-Introduction.pdf:

71. Legrand, Pierre, *Le droit comparé,* Cinquième édition mise à jour 12e mille, PUF, Paris, 1999.

72. Lombardi, Luigi, *Dalla „fides" alla „bona fides"*, Editura Giuffre, 1961.

73. Macovei, Codrin, *Unificarea dreptului contractelor. O perspectivă europeană*, Editura Junimea, Iași, 2005.

74. Macqueron, Jean, *Histoire des obligations. Le droit romain*, Editura Centre d'Histoire Institutionnelle et Économique de l'Antiquité Romaine, Aix-en-Provence, 1971.

75. Matei, Horia C., *Mic dicționar al lumii antice. Țări, popoare, orașe*, Editura Albatros, București, 1986.

76. Mihali-Viorescu, Lucian, *Clauzele abuzive în contractele de credit*, ed. a 2-a, Ed. Hamangiu, București, 2017.

77. Mitchell, Charles, Mitchell, Paul, *Landmark Cases in the Law of Contract*, Editura Hart Publishing, Oxford și Portland, Oregon, 2008.

78. Mommsen, Theodore, *The History of Rome*, trad. Dickson, William Purdie, volumul I, Editura Richard Bentley, Londra, 1862.

79. de Montaigne, Michel, *Les Essais*, Cartea I, Capitolul 23:18, de Pernon, Guy, (trad.), Editura Pernon, 2009, disponibil la adresa http://ia800304.us.archive.org/21/items/QuePhilosopherCEstApprendreAMourir/EssaisI.pdf.

80. Muirhead, James (autor), Goudy, Henry, Grant, Alexander (ed.), *Historical Introduction to the Private Law of Rome*, Editura A. & C. Black, Ltd., Londra, 1916.

81. Muraru, Ioan, Tănăsescu, Elena Simina, (coord.), *Constituția României. Comentariu pe articole*, ediția a 3-a, Editura C. H. Beck, București, 2022.

82. Nicolae, Marian, (coord.), *Actul juridic în Noul Cod civil*, Probleme teoretice cu implicații practice, Editura Solomon, București, 2020.

83. Ortigues, Edmond, *La révélation et le droit. Précédé de « Lettre à Rome »*, Editura Beauchesne, 2007.

84. Pauly, August von, Wissowa, Georg, *Real-Encyclopädie*, tom IV, 1, Stuttgart, 1900.

85. Pena, Adriana, *Buna-credință în jurisprudența română și europeană*, Editura Hamangiu & Litteris e-Publishing, București, 2019.

86. Pierre-Antoine, Fenet, *Recueil complet des travaux préparatoirs du Code civil*, volumul I, Editura Imprimerie d'Hippolyte Tilliard, Paris, 1836.

87. Piperea, Gheorghe, *Protecția Consumatorilor în contractele comerciale*, Editura C.H. Beck, București, 2018.

88. Planiol, Marcel, *Traité élémentaire de droit civil*, ediția a VIII-a, tomul al II-lea, Editura Librairie Générale de Droit et de Jurisprudence, Paris, 1921.

89. Planiol, Marcel, Ripert, Georges, Boulanger, Jean, *Traité Élémentaire de Droit Civil*, ediția a 2-a, tomul al II-lea, Editura Librairie Générale de Droit et de Jurisprudence, Paris, 1947.

90. Pop, Liviu, *Tratat de drept civil. Obligațiile,* volumul al II-lea, *Contractul*, Editura Universul juridic, București, 2009.

91. Pop, Liviu, *Tratat de drept civil. Obligațiile.* volumul al III-lea, Editura Universul Juridic, București, 2020.

92. Pop, Liviu, Popa, Ionuț Florin, Vidu, Stelian Ioan, *Tratat elementar de drept civil. Obligațiile*, Editura Universul Juridic, București, 2012.

93. Portalis, Jean-Étienne-Marie, *Discours préliminaire du premier projet de Code civil*, 1801, titlu original *Motifs et discours prononcés lors de la publication du code civil*, Confluences, Bordeaux, 2004, disponibil la adresa https://mafr.fr/IMG/pdf/discours_1er_code_civil.pdf.

94. Poultney, James Wilson, *The Bronze Tables of Iguvium*, Editura American Philological Association, 1959.

95. Renault, Laurence *Dieu et les créatures selon saint Thomas d'Aquin*, Editura Presses Universitaires de France, 1994, disponibilă la adresa https://www.cairn.info/dieu-et-les-creatures-selon-saint-thomas-d-aquin--9782130471462-page-5.htm.

96. Rosenzweig, Irene, *Rituals and cults of pre-Roman Iguvium*, volumul IX, Editura Christophers, Londra, 1937.

97. Schulz, Fritz, *Principles of Roman Law*, după Wolff, Marguerite, Editura Clarendon Press, Oxford, 1936.

98. Sériaux, Alain, *Droit des obligations*, Editura Presses Universitaires de France, Paris, 1992.

99. Sfântul Augustin, *La Cité de Dieu*, tomul I, Saisset, Émile (trad.), Editura Charpentier, 1855.

100. Sierksma-Agteres, Susan, *Paul and the Philosophers'Faith*, Editura Brill, Boston, 2024.

101. Simone David-Constant (coord.), *La bonne foi*, Liège, A.S.B.L, Luik, Jeune Barreau, 1990.

102. Smith, William, Wayte, William, Marindin, George Eden (ed.), *A Dictionary of Greek and Roman Antiquities*, Editura J. Murray, Londra, 1890, disponibil la adresa https://www.perseus.tufts.edu/hopper/text?doc=Perseus%3Atext%3A1999.04.0063%3Aalphabetic+letter%3DI%3Aentry+group%3D3%3Aentry%3Djus-cn.

103. Sommerstein, Alan H., Fletcher, Judith (ed.), *Horkos. The Oath in Greek Society*, Bristol Phoenix Press, 2007.

104. Terré, François, Simler, Philippe, Lequette, Yves, Chénedé, François, *Droit civil, Les obligations,* ediția a 12-a, Editura Dalloz, Paris, 2019.

105. Tisseyre, Sandrine, *Le rôle de la bonne foi en droit des contrats*, Presse Universitaires d'Aix-Marseille, Aix-Marseille, 2012.

106. Turcan, Robert, *The Gods of Ancient Rome. Religion in Everyday Life from Archaic to Imperial Times*, Editura Edinburgh University Press, Edinburgh, 2000.

107. Țiț, Nicolae-Horia, *Drept procesual civil: partea generală, judecata în primă instanță: curs universitar*, Editura Hamangiu, București, 2024.

108. Uliescu, Marilena (coord.), *Noul Cod civil, Studii și comentarii. Cartea a V-a, Despre obligații (art. 1164-1649),* volumul III, Partea I, Editura Universul Juridic, București, 2014.

109. Ungureanu, Carmen Tamara, *Drept civil, Partea generală. Persoanele*, ediția a 2-a, Editura Hamangiu, București, 2013:

110. Ungureanu, Carmen Tamara, *Drept internațional privat european în raporturi de comerț internațional*, Editura Hamangiu, București, 2021.

111. Vasilescu, Paul, *Drept civil. Obligații*, ediția a 3-a, Editura Hamangiu, București, 2024.

112. Vieriu, Vlad, *Protecția juridică a patrimoniului cultural în dreptul comparat*, Editura Universul Juridic, București, 2021.

113. Weber, Max, *Confucianisme et taoïsme*, Editura Gallimard, Paris, 2000.

114. Wissowa, Georg, *Religion und Kultus der Römer*, ediția a 2-a, Editura C.H. Beck, Munich, 1912.

115. Zehnacker, Hubert, *Moneta*. *Recherches sur l'organisation et l'art des émissions monétaires de la République romaine*, Tom 1, Editura S. Pio X, Paris și Roma, 1974.

116. Zimmermann, Reinhard, Whittaker, Simon, (ed.), *Good Faith in European Contract Law*, Editura Cambridge University Press, Cambridge, 2008.

II. Articole, studii de specialitate

1. Akpan, Aniebiet-Abasi, Idiong, Peace, Effiong, Nsikak, *Force Majeure Clause: Its Essentiality in Mundane Commercial Agreements*, Africa Entreprenuer Series, 2020.

2. Al-Shafi'i, Mohammed Muneer`deen Olodo, Ali, Mohd Safri, Zin, Engku Ibrahim Engku Wok, Thoarlim, Abdulsoma, *Al-Akhlaq (Ethics) Perceptions in Islam: A Textual Interpretation through Imam Muhammad Al-Ghazali*, în *International Journal of Academic Research in Business and Social Sciences*, volumul 8, nr. 10/2018, disponibil la adresa https://hrmars.com/papers_submitted/4737/Al-Akhlaq_(Ethics)_Perceptions_in_Islam_A_Textual_ Interpretation_through_Imam_Muhammad_Al-Ghazali.pdf.

3. Al-Tawil, Tareq, Cap. *English Contract Law and The Efficient Breach Theory. Can They Co-Exist?*, în *Maastricht Journal of European and Comparative Law*, vol. 22(3)/2015.

4. Allinson, Robert E., *The Confucian Golden Rule: A Negativ Formulation*, în *Journal of Chinese Philosophy*, nr. 12/1985.

5. Angot, Michel, *Le Veda. La parole sacrée des brahmanes*, disponibil la adresa clio.fr/bibliotheque/pdf/pdf_le_veda_la_parole_ sacree_des_brahmanes.pdf.

6. Asfar-Cazenave, Caroline, *Le nouveau droit français des contrats*, în *Revue Juridique Thémis*, volum 49, nr. 3/2015.

7. Balasubramanian, Bala N., Kini, Yogindunath Sreenivasa, *Ethics and Code of Conduct in Indian Scriptures*, *ICSI*, disponibil la adresa https://www.icsi.edu/media/ webmodules/CSJ/September/15.pdf.

8. Balat, Nicolas, „Observations sur la bonne foi en droit des contrats à la veille de la réforme", în *Revue de droit d'Assas*, nr. 12/2016.

9. Balbo, Andrea, *Humanitas in Imperial Age: Some Reflections on Seneca and Quintilian*, în *The Journal of Greco-Roman Studies*¸Volumul 47/2012 (pp. 63-93).

10. Banakas, Sthatis, *Liability for Contractual Negotiations in English Law: Looking for the Litmus Test*, în InDret, nr. 1/2009, articol disponibil la adresa https://papers.ssrn.com/sol3/papers.cfm?abstract_id=1368208.

11. Battesti, Daniel, *Intervenir à titre privé dans la diplomatie de sa cité : l'exemple de la paix de Nicias chez Thucydide*, în *Dialogues d'histoire ancienne. Supplément* nr. 9, 2013. *Le point de vue de l'autre. Relations culturelles et diplomatie. 1ère rencontres SoPHiA (23-24 mars 2012, Mulhouse*, disponibil la adresa www.persee.fr/ doc/dha_2108-1433_2013_sup_9_1_3653.

12. Bennett, Harold, *Sacer Esto*, în *Transactions and Proceedings of the American Philological Association*, volumul 61/1930 disponibil la adresa https://www.jstor.org/stable/282790?read-now=1&seq=1#page_scan_tab_contents.

13. Benveniste, Émile, *L'expression du serment dans la Grèce ancienne*, în *Revue de l'histoire des religions*, tome 134, n° 1-3/1947, disponibil la adresa https://www.persee.fr/doc/rhr_0035-1423_1947_num_134_1_5601.

14. de Bertier-Lestrade, Berenice, *La bonne foi dans la réforme française des contrats*, https://books.openedition.org/putc/7357?lang=en#ftn3.

15. Bélanger, André, Tabi Tabi, Ghislain, „Vers un repli de l'individualisme contractuel? L'exemple du cautionnement", în *Les Cahiers de droit*, 47(3), pp. 429–474.

16. Boyer, Régis, *TYR, mythologie nord-germanique*, în *Encyclopaedia Universalis*, disponibil la adresa https://www.universalis.fr/encyclopedie/tyr-mythologie-nord-germanique.

17. Boyancé, Pierre, *La main de «fides»*, în *Études sur la religion romaine*, École Française de Rome, Roma, 1972, disponibil la adresa https://www.persee.fr/doc/ efr_0000-0000_1972_ant_11_1_1536.

18. Boyancé, Pierre, *Les Romains, peuple de la „fides"*, în *Bulletin de l'Association G. Budé, Suppl. Lettres d'Humanité*, volum XXIII, seria a 4-a, nr. 4/1964.

19. Cassar, Claudine, *The 42 Laws of Maat: The Moral Principles of the Ancient Egyptians*, disponibil la adresa https://anthropologyreview.org/history/ancient-egypt/42-laws-of-maat-principles/.

20. Charpentier, Élise, *Le rôle de la bonne foi dans l'élaboration de la théorie du contrat*, în *Revue de droit de l'Université de Sherbrooke*, volumul 26, nr. 2/1996, disponibil la adresa https://www.usherbrooke.ca/droit/fileadmin/sites/droit/documents/RDUS/volume_26/26-2-charpentier.pdf.

21. Chen-Wishart, Mindy, *Consideration and Serious Intention*, Singapore Journal of Legal Studies, 2009.

22. Ciucă, Valerius M., *Bona fides într-o nouă hermeneutică*, în volumul Simpozionului *Disponibilități creative în lume*, Societatea „Vasile Pogor", Iași, 2009.

23. Costea, Ioana Maria, Ilucă, Despina-Martha, *Buna-credință în colectarea TVA. Noi dimensiuni rezultate din hotărârea pronunțată în cauza Paper Consult*, în *Tax Magazine*, nr. 3/2018, pp. 212-219.

24. Dąbek, Elżbieta, *The weight of "good faith" on the result of contacts in Common Law, Continental Codes and international system of jurisprudence*, Association of Law Students' Library of the Jagiellonian University, 2009.

25. Daly, Paul, *La bonne foi et la common law: l'arrêt Bhasin c. Hrynew*, în J. Torres-Ceyte (ed.), *Le(s) dialogue(s) en droit civil*, Editura Thémis, Montreal, 2018.

26. Davies, Paul S., *The Basis of Contractual Duties of Good Faith*, în *Journal of Commonwealth Law* nr. 1/2019.

27. Diesse, François, *Le devoir de coopération comme principe directeur du contrat*, în *Archives philosophie du droit*, nr. 43/1999.

28. Dobrea, Nicolae Sabin, *Monede rare – Aureolus*, 2016, disponibil la adresa https://istoriesinumismatica.wordpress.com/ 2016/09/02/monede-rare-aureolus.

29. Dobrilă, Mirela Carmen, *Buna-credință în plan contractual, în contextul influențelor de la nivel european*, în volumul conferinței *160 de ani de învățământ juridic ieșean 23-25 octombrie 2015*, Editura Hamangiu, 2015.

30. Dobrilă, Mirela Carmen, *Evidențierea unor elemente de noutate în Noul Cod civil român în materia contractelor și a succesiunilor*, în *Analele Științifice ale Universității „Al. I. Cuza" Iași*, Tomul LXI, Științe juridice, nr. 2/2015.

31. Fabre-Magnan, Muriel, *Réforme du droit des contrats: un très bon projet*, *JCP G* 2008.

32. Fiori, Roberto, *Fides et bona fides: Hiérarchie sociale et catégories juridiques*, în *Revue historique de droit français et étranger*, nr. 4/2008.

33. Floare, Marius, *Reaua-credință precontractuală în alte sisteme de drept (IV)*, în *Universul Juridic Premium*, nr. 3/2015.

34. Florea, Liviu-Bogdan, Florea, Damian, *Legal Norm Amid the Values of the European Union and Nationalism*, în *Jurnalul de Studii Juridice*, nr. 1-2/2016.

35. Fortson, Benjamin, *Umbrian language*, în *Oxford Classical Dictionary* (online), Editura Oxford University Press, 2017, disponibil la adresa https://oxfordre.com/classics/view/10.1093/acrefore/9780199381135.001.0001/acrefore-9780199381135-e-8216.

36. Fraenkel, Eduard, *Zur Geschichte des Wortes „fides"*, în *Rheinisches Museum Für Philologie*, Volum 71/1916.

37. Grimal, Pierre, *„Fides" et le secret*, în *Revue de l'histoire des religions,* volum 185, nr. 2/1974.

38. Guțan, Marian, *Comparative Law in Romania: History, Present and Perspectives*, în *Romanian Journal of Comparative Law*, nr. 1/2010.

39. Halberda, Jan, *The Principle of Good Faith and Fair Dealing in English Contract Law*, în Pravovedenie, volumul 64, nr. 3/2020.

40. von Hein, Jan, în *Max Planck Encyclopedia of European Private Law*, disponibil la adresa https://max-eup2012.mpipriv.de/index.php/Culpa_in_Contrahendo.

41. Hertz, Robert, *La prééminence de la main droite: étude sur la polarité religieuse*, în *Revue Philosophique de La France et de l'Étranger*, volumul 68/1909, disponibil la adresa http://www.jstor.org/stable/41079022.

42. Jones, Huguette, *La bonne foi en droit romain*, în *C@hiers du CRHiDI. Histoire, droit, institutions, société*, nr. 10.1998, disponibil la adresa https://popups.uliege.be/ 1370-2262/index.php?id=1170.

43. Josserand, Louis, *L'essor moderne du concept contractuel*, în *Recueil d'études sur les sources du droit en l'honneur de François Gény*, tomul al II-lea, *Les sources générales des systèmes juridiques actuels*, Recueil Sirey, Paris, 1936

44. Juhász, Lajos, *Britannia on Roman coins*, în *Dissertationes Archaeologicae*, seria 3, nr. 4/2016, Budapesta.

45. Kolb, Robert, *La bonne foi en droit international public*, în *Revue belge de droit international*, nr. 2/1998, Editura Bruylant, Bruxelles, pp. 661-732.

46. Lazaridis, Nikolaos, *Ethics*, Versiunea 2, în *UCLA Encyclopedia of Egyptology*, nr. 1(1)/2024.

47. Lefebvre, Brigitte, *La bonne foi: notion protéiforme, în Revue de Droit de l'Université de Sherbrooke*, volum 26, nr. 2/1996.

48. Lemosse, Maxime, *L'aspect primitif de la fides*, în M. Lemosse, *Études romanistiques*, Editura Adosa, 1991.

49. Lequette, Yves, *Bilan des solidarismes contractuels*, în *Mélanges offerts à P. Didier*, 2008.

50. Makarius, Raoul, Makarius, Laura, *Ethnologie et structuralisme: le symbolisme de la main gauche*, în *L'Homme et la société*, *Sociologie tchéquoslovaque et renouveau de la pensée marxiste*, nr. 9/1968, disponibil la adresa https://www.persee.fr/doc/homso_0018-4306_1968_num_9_1_1143.

51. Mauss, Marcel, *Essai sur le don, forme archaïque de l'échange*, în *Année sociologique*, Nouv. série, nr. I/1925.

52. Mazeaud, David, *Le changement en droit des contrats*, în *Revue de droit d'Assas*, nr. 10/2015, pp. 81-96, disponibilă la adresa https://www.assas-universite.fr/sites/default/files/document/cv_publications/rda-10-pages-0-136.pdf.

53. Mazeaud, Denis, *Loyauté, solidarité, fraternité: la nouvelle devise contractuelle ?*, în Marie-Anne Frison-Roche (dir.), *L'avenir du droit, Mélanges en hommage à François Terré*, Paris, Presses Universitaires de France, 1999.

54. Meillet, Antoine, *Quelques hypothèses sur des interdictions de vocabulaire dans les langues indo-européennes*, 1906, disponibil la adresa https://fr.wikisource.org/wiki/Quelques_hypoth%C3%A8ses_sur_ des_interdictions_de_vocabulaire_dans_les_langues_indo-europ%C3%A9ennes.

55. Mekki, Mustapha, *La bonne foi dans l'avant-projet de réforme du droit des obligations du 23 octobre 2013*, Paris, 2014, disponibil la adresa https://mustaphamekki.openum.ca/files/sites/37/2015/09/Bonne-foi-Mekki.pdf.

56. van der Mensbrugghe, François R., *Migrations juridiques autour de la bonne foi*, în *Cahiers du Centre de recherches en histoire du droit et des institutions (CRHiDI)*, volumul 10/1998.

57. Michel, Jacques, *L'influence Du Christianisme Sur Le Droit Romain: En Marge d'un Ouvrage Récent*, în *Latomus*, volumul 16, nr. 2/1957.

58. Mirza, Shalra, *The Craddle of Civilization: Mesopotamia and the First Civilizations*, în *History Cooperative*, 2024, disponibil la adresa https://historycooperative.org/cradle-of-civilization/.

59. Modi, Jivanji Jamshedji, *Oaths Among the Ancient Iranians and the Persian Saogand-Nameh*, *Anthropological papers*, *Part III: Papers Read Before the Anthropological Society of Bombay*, Bombay, Editura British India Press, 1924 (pp. 72-92), p. 73 și urm., disponibil la adresa chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://fid4sa-repository.ub.uni-heidelberg.de/4026/1/Oaths%20among%20the%20ancient%20Iranians.pdf.

60. S. Neculaescu, *Solidarismul, noul fundament al contractului?*, în *Universul juridic*, nr. 7/2017, disponibil la adresa https://revista.universuljuridic.ro/wp-content/uploads/2017/09/02_Revista_Universul_Juridic_nr_07-2017_PAGINAT_BT_S_Neculaescu.pdf

61. Nicolae, Marian, *Buna-credință și echitatea în Noul Cod civil*, în *Revista română de drept privat*, nr. 4/2020.

62. Oudin, Martin, *Un droit européen… pour quel contrat? Recherches sur les frontières du contrat en droit* comparé, în *Revue internationale de droit comparé*, volumul 59, nr: 3/2007.

63. Péloquin, Louis, Assié, Christopher K., *Droit contractuel – La lettre d'intention*, în La Revue juridique Thémis (Québec), volumul 40, nr. 1/2016.

64. Picard, Charles, *De la Πίστις Hellénique à la « fides Romana »*, în *Revue Archéologique*, Volum 2/1962, pp. 226-228, disponibil la adresa https://www.jstor.org/stable/41754931?read-now=1&seq=1#page_scan_tab_contents.

65. Radin, Max, *The Date of the Lex Aebutia*, în *Tulane Law Review*, Volumul 22, nr. 141/1947-1948.

66. Rampelberg, René-Marie, *La bonne foi contractuelle: D'un passé glorieux à un avenir contrasté?*, în Fundamina, Volumul 20, nr. 2/2014, Editura Unisa Press, Pretoria.

67. Rathore, Shantanu, *Dharma and Law*, disponibil la adresa https://www.lawctopus.com/academike/dharma-and-law.

68. Reis, Jacob Robert, *Oath Formulas in the Poetic Edda*, University of Texas, Austin, 2017, disponibil la adresa https://www.academia.edu/34518239/Oath_Formulas_in_the_Poetic_Edda; consultat la data de 11.11.2024.

69. Robin, Guy, *Le principe de bonne foi dans les contrats internationaux*, în *Revue de droit des affaires internationales*, nr. 6/2005, pp. 695-727.

70. Soin, Ridhima, *Manusmriti. A Modern Perspective*, disponibil la adresa https://ijrcs.org/wp-content/uploads/IJRCS201912009.pdf.

71. Steyn, Johan, *Contract Law: Fulfilling the reasonable expectations of honest men*, The L.Q. Rev., 1997.

72. Stoffel-Munck, Philippe, *Le devoir de renégotiation du contrat : et après ?*, în *Revue des contrats*, nr. 1/2021.

73. Stoica, Valeriu, *Considerații comparative privind noțiunile de bună-credință, diligență, eroare, dol, fraudă, rea-credință, vinovăție (intenție și culpă)*, în *Revista română de drept privat*, nr. 4/2020, pp. 15-69.

74. Summers, Robert S., *Good Faith in General Contract Law and the Sales Provisions of the Uniform Commercial Code*, volumul 54, Virginia Law Review, volum 54, nr. 2/1968.

75. Talau, Jean-Marc, *La pérennité du Code civil en France*, în *InDret, Revista para el análisis del derecho*, nr. 1/2005, disponibil la adresa https://indret.com/la-perennite-du-code-civil/?lang=en.

76. Terzea, Viorel, *Buna-credință în negocierile contractuale*, în Revista română de drept privat, nr. 4/2020.

77. Tourneau, le, Philippe, Poumarède, Matthieu, *Bonne foi,* Répertoire civil Dalloz, 3e éd. 2017 avec M. Poumarède (1re éd. 1996).

78. Turcan, Robert, *Fides et la triade précapitoline*, în *Journal des savants*, nr. 2/2016, disponibil la adresa https://www.persee.fr/doc/jds_0021-8103_2016_num_2_1_6379.

79. Turcan, Robert, *Mithraïsme*, în *Encyclopædia Universalis France*, disponibil la adresa https://www.universalis.fr/encyclopedie/mithraisme/.

80. Turpin, Colin Conyngham, *Bonae Fidei Iudicia*, în *The Cambridge Law Journal*, volumul 23, nr. 2/1965.

81. Valsan, Remus, *Fides, bona fides, and bonus vir: Relations of trust and confidence in Roman Antiquity*, în *Journal of Law, Religion and State*, volumul 5, nr. 1/2017.

82. Verdier, Raymond (coord.), *Le Serment*, *Signes et fonctions*, volumul I, Editura CNRS, Paris, 1991.

83. Vlăescu, George *Unele repere axiologice ale bunei-credințe și gradul valorificării ei în dreptul pozitiv*, în *Universul Juridic Premium*, nr. 2/2023.

84. Waelkens, Laurent, *Réflexions sur la bona fides et la mala fides dans la tradition du droit romain*, în *Revue d'Histoire du Droit*, nr. 86/2018, Editura Brill Academic Publishers.

85. Walker, Nigel, *Brexit timeline: events leading to the UK's exit from the European Union*, https://commonslibrary.parliament.uk/research-briefings/cbp-7960/.

86. Wijffels, Alain, *La bonne foi en droit savant médiéval : bona fides – mala fides dans les consilia d'Alexander Tragnus (Imolensis)*, în *Cahiers du Centre de recherches en histoire du droit et des institutions (CRHiDI)*, Volumul 10/1998.

87. Witczak, Krzysztof, Kaczyńska, Elwira, *The Germanic mythical hero* *Askis *in Tacitus' Germania and Old Nordic sources*, disponibil la adresa https://www.academia.edu/31212560/The_Germanic_mythical_hero_Askis_in_Tacitus_Germania_and_Old_Nordic_sources.

88. Zamșa, Cristina, *Buna-credință în executarea obligațiilor contractuale*, în *Revista română de dreptul afacerilor*, nr. 3/2014.

89. Zimmerman, Reinhard, *Principles of European Contract Law* (PECL), https://max-eup2012.mpipriv.de/index.php/Principles_of_European_Contract_Law_(PECL).

III. Surse clasice din Roma antică și Grecia antică

1. Aristotel, *Despre suflet*, A. Baumgarten (trad. și note), Editura Humanitas, București, 2005.

2. Cicero, *De officiis,* A.P. Peadbody (trad., introducere și note), Editura Little, Brown and Co., Boston, 1887.

3. *Cicero's Tusculan Disputations: Also Treatises On the Nature of the Gods, and On the Commonwealth*, Yonge, Charles Duke (trad.), New York, Editura Harper & Brothers, 1877, Cartea I.

4. Diodorus Siculus, *The Library of History*, volumul XI: *Fragments of Books 21-32*, Walton, Francis R. (trad.), Editura Loeb Classical Library, Cambridge, 1957.

5. Dionysius of Halicarnassus, *The Roman Antiquities*, Cary, Earnest (trad.), Editura W. Heinemann, 1943.

6. Homer, *Iliada*, G. Murnu (trad.), D.M. Pippidi (studiu introductiv și note), ediție bilingvă greacă-română, Editura Teora, București, 1999.

7. Plutarch, *Plutrach`s Lives*, Perrin, Bernadotte (trad.), Cambridge, MA. Editura Harvard University Press, 1917.

8. Polybius, *The Histories*, Waterfield, Robin, McGing, Brian (trad., introducere și note), Editura Oxford University Press, 2010.

9. Seneca, *Ad Lucilium Epistulae Morales*, volumele I-III, Gummere, Richard M. (trad.), Editura Londra: William Heinemann, 1917-1925.
10. Silius Italicus, *Punica*, Cartea I, 634, în Postgate, John Percival, *Corpus Poetarum Latinorum*, volumul II, Editura Sumptibus G. Bell et Filiorum, Londra, 1905.
11. Tacitus, *The Agricola and Germania*, Editura Aberdeen University Press, Londra, 1984.
12. Titus Livius, *History of Rome*, C. Roberts (trad.), Editura E. P. Dutton and Co., New York, 1912.

IV. Jurisprudență

1. Cour de Cassation, Chambre civile 1, din 6 ianuarie 1998, nr. 95-19.199, publicată în Bulletin 1998 I nr. 7, p. 5.
2. Cour de Cassation, Chambre commerciale, din 26 noiembrie 2003, nr. 00-10.243, 00-10.949, publicată în Bulletin 2003 IV nr. 186, p. 206.
3. *Arnold v Britton* [2015] UKSC 36, [2015] AC 1619.
4. *Attwood v Small (1838).*
5. *Interfoto Picture Librirary Ltd. v Stilleto Visual Progammes Ltd.* [1989] QB 433.
6. *Globe Motors Inc v TRW LucasVarity Electric Steering Ltd* [2016] EWCA Civ 396, [2017] 1 All ER (Comm) 601 [68] (Beatson LJ).
7. *Carewatch Care Services Ltd v Focus Caring Services Ltd* [2014] EWHC 2313 (Ch).
8. House of Lords, *Walford and others v. Miles [1992]*
9. *Hyde v. Wrench (1840)*
10. *Moses v. Macferlan (1760)*
11. *Royscot Trust Ltd v Rogerson (1991)*
12. *Yam Seng Pte Ltd v International Trade Corporation Ltd (2013)*

13. Hotărârea din 14 martie 2013, Aziz (C-415/11, EU:C:2013:164).

V. Surse normative

1. *The Code of Hammurabi*, King, Leonard W. (trad.), disponibil la adresa chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.general-intelligence.com/library/hr.pdf.
2. *Lex duodecim tabularum*, disponibilă la adresa https://droitromain.univ-grenoble-alpes.fr/Anglica/twelve_Johnson.html#t8.
3. Civil Code of Québec
4. Codice Civile Italiano
5. Código Civil y Comercial de la Nación
6. Codul civil chinezesc
7. Swiss Civil Code
8. German Civil Code
9. Japanese Law Civil Code
10. Consumer Credit Act 1974
11. Directiva 93/13/CEE a Consiliului din 5 aprilie 1993 privind clauzele abuzive în contractele încheiate cu consumatorii, disponibilă la adresa: https://eur-lex. europa.eu/legal-content/RO/TXT/?uri=celex%3A31993L0013, consultată în data de 26.01.2025.
12. Ordonanța nr. 2016-131 din 10 februarie 2016 cu privire la reforma dreptului contractelor, a regimului general și a probei obligațiilor.
13. Law of Property (Miscellaneous Provisions) Act 1989
14. Law of Property Act 1925
15. Sale of Goods Act 1979

16. The Commercial Agents Regulations 1993
17. The Unfair Terms in Consumer Contracts Regulations 1999
18. TransLex-Principles

VI. Surse web

1. https://www.a4id.org/wp-content/uploads/2016/10/A4ID-english-contract-law-at-a-glance.pdf
2. https://babylonian.mythologyworldwide.com/hammurabis-code-a-guide-to-ancient-mesopotamian-ethics/
3. https://www.bibliaortodoxa.ro/carte.php?id=47&cap=19
4. https://www.britannica.com/
5. https://confuciuspedia.com/li/
6. https://www.conseil-constitutionnel.fr/en/decision/2013/2013672DC.htm
7. https://en.numista.com/catalogue/pieces256656.html
8. https://eur-lex.europa.eu/legal-content/EN-RO/TXT/?from=EN&uri=CELEX%3A02005L0029 -20220528
9. https://www.eurcontrats.eu/acd2/general-information/
10. https://factsanddetails.com/world/cat56/sub363/entry-6077.html
11. https://www.fenwickelliott.com/research-insight/annual-review/2016/principle-good-faith-english-law
12. https://www.justice.gouv.fr/actualites/actualite/connaissez-vous-jean-jacques-regis-cambaceres
13. https://www.larousse.fr/encyclopedie/mythologie/Numa_Pompilius/190346
14. https://www.legifrance.gouv.fr/juri/id/JURITEXT000007051183/
15. https://www.lueur.org/bible/strong/pistis-g4102

16. https://www.nortonsimon.org/ art/detail/F.1970.14.P/

17. https://numismatics.org/collection/1960.175.21

18. https://rome.unicaen.fr/monument/templefidescapitole/

19. http://www.taoist.org/uploads/2013/06/8Virtues_English.pdf

20. https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09951_e_ebook.pdf

VII. Surse speciale

*** *Bhagavad-Gita*, poemă indiană, trad. și note Mihălcescu Ioan, București, Tipografia Cărților Bisericești, 1932.

*** *Cartea egipteană a morților (Papirusul Ani)*, M. Genescu (trad.), Editura Herald, București, 2010.

*** Colección: Traducciones del derecho español, https://www.icj.org/wp-content/uploads/2013/05/Spain-Spanish-Civil-Code-2012-eng.pdf.

*** *Commentary to Trans-Lex Principle*, disponibil la adresa https://www.trans-lex.org/ 901000

*** *Fișă tematică*, elaborată de Direcția Cercetare și Documentare din cadrul Curții de Justiție a Uniunii Europene, disponibilă la adresa: https://curia.europa.eu/jcms/upload/docs/ application/pdf/2023-12/tra-doc-ro-div-c-0000-2023-202303989-05_00.pdf, p. 1, consultată în data de 26.01.2025.

*** *Gândirea egipteană antică în texte*, Daniel, Constantin (trad., studiu introductiv, notițe și note), Editura Științifică, București, 1974.

*** Leggatt, George, *Contractual Duties of Good Faith*, (Lecture to the Commercial Bar Association, 18 October 2016) [43], disponibil la adresa www.judiciary.uk/wp-content/uploads/2016/10/mr-justice-leggatt-lecture-contractual-duties-of-faith.pdf.

*** Lun-yü, *The analects of Confucius*, disponibil la adresa http://wengu.tartarie.com/ wg/wengu.php?l=Lunyu&no=415.

*** *Mémoires de la Société de Linguistique de Paris*, volumul XXII, 1922.

*** Raportul pentru președintele Republicii cu privire la ordonanța nr. 2016-131 din 10 februarie 2016 cu privire la reforma dreptului contractelor, a regimului general și a probei obligațiilor, disponibil la adresa https://www.legifrance.gouv.fr/jorf/id/JORFSCTA000032004558.

*** *The Words of Odin, Hávamál*, Edwards, Paul, Palsson, Hermann (trad. și introducere), Editura Lockharton Press, Edinburgh, 1998.

*** *Thesaurus Linguae Latinae*, Volum VI, Leipzig, 1913.

*** *Travaux de l'Association Henri Capitant. La bonne foi (Journées Louisianaises)*, tomul XLIII/1992, Paris, Editura Litec, 1994.