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Articles

Studia Iuridica Lublinensia vol. 34, 3, 2025
DOI: 10.17951/sil.2025.34.3.35-47

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The Significance of Intent in the Concept of Legal Act in the Views of Professor Jan Gwiazdomorski*

Znaczenie woli w pojęciu czynności prawnej w poglądach Profesora Jana Gwiazdomorskiego

ABSTRACT

The article concerns the significance of intent in the concept of legal act in the light of the views of Professor Jan Gwiazdomorski. The author presents the historical development of the definition of a legal act and points to the problem of equating it with a declaration of intent. Professor Gwiazdomorski emphasizes the need to distinguish between these concepts and to objectify the meaning of will, which is reflected in the content of Articles 56 and 60 of the Civil Code. Professor Gwiazdomorski's position on the definition of a legal act and a declaration of intent, his participation in the

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* Scientific work co-financed from the state budget, awarded by the Minister of Science under the National Program for the Development of Humanities for the project "The Angular Man – Jan Gwiazdomorski as an Icon of Polish Private Law", no. NPRH/DN/SP/0065/2023/12, funding amount PLN 1,315,214.40, total project value PLN 1,315,214.40.

Ministerstwo Nauki i Szkolnictwa Wyższego

NARODOWY PROGRAM ROZWOJU HUMANISTYKI

Projekt dofinansowany ze środków budżetu państwa, przyznanych przez Ministra Edukacji i Nauki w ramach Programu „Narodowy Program Rozwoju Humanistyki"

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work of the Codification Commission, and his influence on the shape of current regulations are also discussed. It is pointed out that the fundamental dispute concerns whether greater protection should be given to the addressee of a legal act (certainty of transactions) or its sender (autonomy of will).

Keywords: legal act; declaration of intent; conventional act

INTRODUCTION

The concept of the legal act has, for many years, been the subject of sustained interest within legal doctrine. It also drew the attention of Jan Gwiazdomorski.[1] Any attempt at defining the legal act must hinge upon an adequate determination of the role of intent. In his reflections, aimed at refining the concept of the legal act in legislation, Gwiazdomorski touched upon questions that resonate even today. In the present decade, the act of making declarations has become more accessible than at any previous time. A legal act may consist of any conduct that sufficiently discloses an individual's intent. Such an act produces not only the effects expressly stipulated therein but also those arising by virtue of statute, the principles of social coexistence, and established custom. Accordingly, the question of the significance of an individual's intent in a declaration of intent – and hence its very relevance in the construction of legal acts – continues to retain its relevance.

THE PROBLEM OF INTENT IN DEFINING LEGAL ACTS

Civil law scholarship has produced a variety of definitions of the legal act. Over the years, they have evolved in tandem with changes to the provisions of civil law itself. In the Polish Code of Obligations,[2] the legislator employed the term "legal act" (Articles 131, 132, 133[1], 174, 288, 289, 499, 622, and 632), without, however, providing a precise definition. During the period in which the Code of Obligations was in force, no distinction was made between the concept of the legal act and that of the declaration of intent. As Roman Longchamps de Bérier pointed out, "since the essential component of every legal act is the declaration of intent to produce a particular legal effect, legal acts may, in the most general terms, be referred to as declarations of intent".[3]

[1] J. Gwiazdomorski, *Próba korektury pojęcia czynności prawnej*, "Zeszyty Naukowe Uniwersytetu Jagiellońskiego. Prace z Wynalazczości i Ochrony Własności Intelektualnej" 1973, no. 1, p. 10 ff.

[2] Regulation of the President of the Republic of Poland of 27 October 1933 – Code of Obligations (Journal of Laws 1933, no. 82, item 598, as amended).

[3] R. Longchamps de Bérier, *Zobowiązania*, Poznań 1948, p. 16.

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The difficulty of distinguishing between legal acts and declarations of intent was likewise evident in the most representative definitions of the former. Stanisław Wróblewski maintained that "a legal act, or act in law, is (…) a manifestation of person's intent aimed at producing certain legal effects, designated by objective law as the means to that end".[4] Fryderyk Zoll noted that "legal acts, or acts in law, are manifestations (predominantly declarations) of the intent of one or more persons, whose immediate purpose – whether independently or in conjunction with additional facts or conditions – is to bring about such legal consequences as, under statute, constitute the normal result of such manifestations".[5]

Gwiazdomorski discerned two fundamental flaws in the foregoing definitions. First, he pointed out that "they identify – or at the very least create the appearance of identifying – two distinct legal notions: that of the declaration of intent and that of the legal act".[6] Second, he argued that these definitions implied that the efficient cause (*causa efficiens*) of the legal consequences intended by the acting person was to be found in that person's intent to produce them.[7]

The problem of the lack of distinction between the legal act and the declaration of intent was resolved upon the enactment of the currently binding Civil Code.[8] With the introduction of Articles 56 and 60 CC, these concepts were clearly set apart. A declaration of intent is an indispensable element of every legal act, though by no means the only one. Instances in which a legal act consists solely of a single declaration of intent occur only infrequently. Moreover, by virtue of law, the factual framework of a legal act may also encompass additional elements, such as the delivery of a thing or an entry in the land and mortgage register.[9]

The issue of the significance of intent in the definition of legal acts has still not been precisely determined. This results from two considerations. First, the notion of intent is not uniformly interpreted in legal doctrine. It appears appropriate to define intent as the aim of producing specific legal consequences. The difficulty lies in the fact that a legal act generates not only the consequences expressly articulated therein, but also those arising from statute, the principles of social coexistence, and established custom (Article 56 CC). Gwiazdomorski notes that the foregoing position should be interpreted narrowly, that is, as meaning that the effects of a legal act are to realise the intent of the parties only in respect of the principal and essential elements of what the respective party wished to achieve by performing the act.[10]

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[4] S. Wróblewski, *Zarys wykładu prawa rzymskiego*, Kraków 1916, p. 339.

[5] F. Zoll, *Zobowiązania w zarysie*, Warszawa 1948, p. 16.

[6] J. Gwiazdomorski, *op. cit.*, p. 58.

[7] *Ibidem*, p. 59.

[8] Act of 23 April 1964 – Civil Code (consolidated text, Journal of Laws 2025, item 1071, as amended), hereinafter: CC.

[9] J. Gwiazdomorski, *op. cit.*, p. 59.

[10] *Ibidem*, p. 61.

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Furthermore, a legal act typically has identified addressees or produces legal effects *vis-à-vis* specific subjects of civil law. This circumstance implies that in defining the role of intent, the safeguarding of the legal order in its broadest sense must be factored in. The intent to produce certain legal effects inevitably exerts an effect upon other participants in the given legal situation. Hence, the very definition of the legal act must both reflect the inner design of the party declaring intent and, at the same time, guarantee a faithful interpretation of the ensuing consequences for the other participants in that legal setting.

CONCEPTS OF THE THEORY OF INTENT

Each legal act necessarily comprises at least one declaration of intent. It is therefore an essential element of the legal act and is intrinsically connected with it. Accordingly, an analysis of the concept of the legal act must address the nature of the declaration of intent. Article 60 CC reads, "Barring the exceptions provided for by statute, the intention of a person performing an act in law may be expressed by any behaviour of that person which manifests that intention sufficiently, including the fact of revealing this intention in electronic form (declaration of intent)". As noted above, the difficulty lies in defining the meaning of the intent of the person making the declaration. Without embarking upon detailed historical analysis, it should be observed that two principal approaches have emerged in Polish legal doctrine: the declaration theory and the theory of legal significance.

The declaration theory rests on the view that declarations of intent embody the purpose of bringing about specified legal effects. Its advocates stress that, for a legal act to be valid, there must be harmony between the inner intention of the party and the act of declaring.[11]

Gwiazdomorski subscribed to the theory of legal significance.[12] The central tenet of this theory is articulated in Gwiazdomorski's precise definition of a declaration of intent: a declaration of intent is "any conduct of a person (not 'undertaken with the intent of producing a specific legal effect'), but from which there results – having regard to the attendant circumstances, the principles of social coexistence, and established custom – the intent to manifest a determination to produce a specific legal consequence".[13] When formulating this definition, Professor noted that the theory

[11] R. Longchamps de Bérier, *op. cit.*, p. 78; A. Wolter, *Prawo cywilne*, Warszawa 1967, pp. 223–224. So in S. Szer, *Prawo cywilne. Część ogólna*, Warszawa 1962, pp. 310–312; S. Grzybowski, [in:] *System Prawa Cywilnego*, vol. 1: *Część ogólna*, ed. S. Grzybowski, Wrocław 1985, pp. 473–477; A. Szpunar, *Uwagi o pojęciu czynności prawnej*, "Państwo i Prawo" 1974, no. 12, pp. 9–14.

[12] J. Gwiazdomorski, *op. cit.*, p. 57.

[13] *Ibidem*, pp. 65–66.

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of declaration would have to imply "that where the intent (intention) of the acting person to produce a specific legal consequence is lacking, the situation involves not only a void legal act, but an act that is legally non-existent".[14]

Gwiazdomorski juxtaposed this latter idea with Articles 11–14 and 82–88 CC, identifying three fundamental problems. First, pursuant to Article 14 § 1 and Article 82 CC, a legal act by a person lacking capacity to perform legal acts, or by a person in a state excluding conscious decision-making and the expression of intent, constitutes an existing yet void legal act. Second, where a party makes a declaration of intent to another for appearance's sake, with the latter's consent, that party lacks the determination to create the legal effects set forth in that declaration. In such circumstances, the legal act is invalid rather than non-existent (Article 83 § 1 first sentence CC). Third, a party who issues a declaration of intent under mistake, fraud, or duress has the right to avoid the legal outcomes of such a declaration. Although the declaration does not correspond to that party's inner intent, it nevertheless operates within legal transactions.

Some other supporters of the theory of legal significance were Stefan Grzybowski, Aleksander Wolter, Jerzy Ignatowicz, and Krzysztof Stefaniuk.[15] When explaining the concept, the views of Zbigniew Radwański, Zygmunt Ziembiński, Tomasz Gizbert-Studnicki, Janina Preussner-Zamorska, Stanisław Czepita, Zbigniew Kuniewicz, and Maciej Gutowski must not be ignored.[16]

The foregoing problems furnished the rationale for an attempt to revise the definition of the legal act.[17]

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[14] *Ibidem*, p. 61.

[15] See S. Grzybowski, [in:] *System Prawa Cywilnego*, vol. 1: *Część ogólna*, ed. S. Grzybowski, Wrocław 1974, p. 481; A. Wolter, J. Ignatowicz, K. Stefaniuk, *Prawo cywilne. Zarys części ogólnej*, Warszawa 1998, pp. 253–256.

[16] See Z. Radwański, [in:] *System Prawa Prywatnego*, vol. 2: *Prawo cywilne. Część ogólna*, ed. Z. Radwański, Warszawa 2008, p. 18 ff.; idem, *Jeszcze w sprawie bezwzględnie nieważnych czynności prawnych*, "Państwo i Prawo" 1986, no. 6, pp. 93–99; T. Gizbert-Studnicki, *O nieważnych czynnościach prawnych w świetle koncepcji czynności konwencjonalnych*, "Państwo i Prawo" 1975, no. 4, pp. 70–82; J. Preussner-Zamorska, *Nieważność czynności prawnej w prawie cywilnym*, Warszawa 1983, p. 26; Z. Ziembiński, *W sprawie czynności konwencjonalnych*, "Państwo i Prawo" 1986, no. 8, pp. 104–107; S. Czepita, *Reguły konstytutywne a system prawny*, Szczecin 1996, p. 56; S. Czepita, Z. Kuniewicz, *Spór o konwalidację nieważnych czynności prawnych*, "Państwo i Prawo" 2002, no. 9, pp. 79–87; M. Gutowski, *Nieważność czynności prawnej*, Warszawa 2008, pp. 13–22.

[17] Some scholars have argued that the intent of a subject of civil law is of no significance whatsoever for legal acts. Ewa Rott-Pietrzyk endorsed this view during the 14th Jagiellonian Colloquium "The Civil Code after 60 Years: Time to Debunk the Myths!". As a co-speaker, she contended that, owing to pervasive manipulation, and in particular the impact of advertising on civil law subjects, it cannot be asserted that the intent of a person carries weight in the evaluation of declarations of intent and legal acts. This position is, however, both extreme and isolated.

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JAN GWIAZDOMORSKI'S DEFINITION OF THE LEGAL ACT

Professor Gwiazdomorski put forward the following definition of the legal act: "A factual state encompassing at least one declaration of intent, which objective law recognises as both the cause and the means of producing such legal effects as objective law deems intended by the person undertaking the act".[18] For a fuller account of the concept of the legal act, it is likewise important to incorporate "the definition of the declaration of intent as its intermediate content". Gwiazdomorski drew a clear distinction between the concept of the declaration of intent and that of the legal act, and also acknowledged the necessity of objectifying the significance of the determination of a party submitting a declaration of intent.

The issue of the definition of the legal act was likewise addressed at the session of the Substantive Civil Law Team of the Codification Commission held on 29 March 1957.[19] Professor Gwiazdomorski prepared the wording of Article 56 CC and submitted it at that meeting for review. The said Team worked on the 1955 draft of the Civil Code, in which the provision under consideration was contained in Article 57. Suggested the following wording thereof: "The legal act produces not only the effects expressly stipulated therein but also those arising by virtue of statute, the principles of social coexistence, and established custom". In arguing for the introduction of the proposed text of Article 57 CC, Professor Gwiazdomorski drew attention to several important points. He observed that the provision addressed a concept which stands at the very foundation of substantive civil law. The absence of a definition of the legal act within Article 57 CC, he explained, was a deliberate and considered choice. In his view, the definitions then circulating were either defective or lacked the status of definitions in the scholarly sense. In this connection, Gwiazdomorski referred to the formulation advanced by Wolter, observing that it did not, strictly speaking, amount to a scholarly definition but merely enumerated the principal elements of that legal institution. During his presentation at the session, Gwiazdomorski also remarked that, by 1957, the conceptual relationship between the declaration of intent and the legal act had already been elucidated. The co-rapporteur then reiterated the earlier arguments and supplemented them with a range of examples that, in his view, demonstrated the necessity of maintaining a clear distinction between these two concepts.

At that sitting, Gwiazdomorski engaged with both the definition proposed by Wróblewski and that of Wolter. He stressed that not every form of conduct undertaken with the purpose of producing legal consequences qualified as a legal act. In order for such conduct to qualify, the actor was required to employ the institution

[18] J. Gwiazdomorski, *op. cit.*, p. 66.

[19] Archiwum Akt Nowych, 2/285/0/21/54/8, *Protokoły Zespołu Prawa Cywilnego Materialnego Komisji Kodyfikacyjnej*, vol. 1, fol. 100 ff.

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of the legal act for the very purpose for which it had been established by the legal order. Gwiazdomorski criticized the subjective construct of both the declaration of intent and the legal act, asserting that the question of whether, in the light of binding statutory provisions, a subjective or objective design of these concepts was to be adopted must be resolved in case law and doctrinal scholarship.

In concluding his report, Gwiazdomorski argued that, in his view, no definition of the legal act should be provided in the legislation; however, if a statutory definition were to be adopted, it should be framed in an objective manner. Accordingly, he proposed that the said definition might concern solely the declaration of intent as follows: "Subject to exceptions provided for by statute, a declaration of intent may be made by engaging in any form of conduct from which – having regard to the attendant circumstances, customs adopted in legal transactions, and the principles of social coexistence – there follows the determination of manifesting an intent to cause a specific legal effect".[20]

The principal issue discussed by the Substantive Civil Law Team of the Codification Commission concerned the question of whether the Civil Code should contain a statutory definition of the legal act. Advocates of this step were Jerzy Mayzel, Jan Wasilkowski, Aleksander Wolter, Jerzy Marowski, Adam Chełmoński, and Seweryn Szer. In support of Professor Gwiazdomorski's proposal, Kazimierz Przybyłowski suggested that the provision should be worded as follows: "Not only does a legal act produce the effects expressed therein but also those arising from statutory provisions, established custom, and the principles of social coexistence".

Mayzel proposed the following wording for Article 57 of the draft: "A declaration of intent directed at the establishment, modification, or termination of a legal relationship (legal act) produces the effects arising from statutory provisions". Wasilkowski, however, pointed out that Article 57 could not be drafted with reference to the declaration of intent, since such a declaration constitutes a necessary, but not the sole, element of the legal act. He emphasized the need to define the concept of the legal act, noting that the expression is a technical term whose meaning within civil law diverges from its everyday linguistic sense. Wasilkowski proposed that the contested provision be given the following wording: "An act aimed at the establishment, modification, or termination of a legal relationship (legal act) produces not only the effects expressed therein but also those resulting from statutory provisions, from customs generally prevailing in the relevant relations, and from the principles of social coexistence". Witold Czachórski expressed support for Wasilkowski's proposal but suggested that the parenthetical expression "legal act" be deleted, emphasizing that such removal would strip the provision of its definitional character. Chełmoński, in turn, suggested that Article 57 remain

[20] *Ibidem*, fol. 103.

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unchanged and retain the wording of the 1955 draft, yet he stressed the importance for the statute to specify what precisely the legal act is.

Notwithstanding numerous dissenting opinions, Gwiazdomorski asserted that the inclusion of a statutory definition of the legal act in the Civil Code was not only superfluous but also conducive to legislative defectiveness, since the circulating definitions of the legal act were flawed. By way of illustration of the deficiencies in the wording of Article 57 of the draft, he offered the following example: "If, for example, a thief stole something with the intention of being taken into custody in order to spend the winter season in prison, we would have to acknowledge that the thief performed a legal act".[21] Gwiazdomorski stressed that a potential provision on the legal act should not include a component referring to the intention to bring about specific legal consequences. That intention, he maintained, should follow from the conduct of the person concerned, although it should not, in his view, be expressly articulated in the Civil Code. He also conceded that the text he had proposed was itself flawed in terms of legislative drafting, and, accordingly, he was inclined towards following the position of Przybyłowski (quoted above).

At the Team session on 29 March 1957, the position advanced by Gwiazdomorski and Przybyłowski failed to gain approval. Irrespective of the subsequent course of the codification process, the salient point for the present analysis is that Gwiazdomorski argued that positive law should not determine whether a legal act is to be construed in a subjective or objective sense. He perceived the necessity of leaving a certain gap, one that would enable scholarship and case law to develop an appropriate perspective on particular cases.

REPRESENTATIVE DEFINITIONS OF THE CONCEPT OF THE LEGAL ACT

The legal act is one of the fundamental concepts of civil law. The absence of its statutory definition has spurred vigorous efforts to give this notion sharper contours. Civil law doctrine has produced a multitude of such definitions. At present, the prevailing tendency in civil law theory is to objectify the role of intent within the concept of the legal act.

Radwański exerted a profound influence on the understanding of the concept. He pointed out that, by means of legal acts, civil law subjects may themselves produce legal consequences and, in so doing, determine the civil-law relations binding upon them. These matters are governed above all by Articles 56 and 353[1] CC. Such competences, moreover, constitute a prerequisite for the very operation

[21] *Ibidem*, fol. 107.

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of civil law as a whole.[22] Radwański developed a system of legal acts conceived as conventional acts. He subscribed to the doctrinal trend toward the objectification of legal acts.[23] He pointed out that the content of a legal act defines, at least in its fundamental scope, the legal consequences of a juridical event. He took the position that the aim of the institution of the legal act is to allow civil law subjects to autonomously shape civil-law relations. Radwański emphasized that these are acts of genuine social weight, for they concern legal situations deeply enmeshed in the fabric of legal relations.[24] By extension, he concluded that the construction of the legal act must also safeguard the interests of those who stand as its addressees.

Gutowski formulates the following definition: "A legal act is a conventional act based upon a declaration of intent, through which civil law subjects, in the manner and subject to the conditions prescribed by law, produce legal effects within the domain of civil law".[25] A conventional act, in turn, consists in the attribution of social and cultural significance to particular forms of acts by virtue of rules that are either expressly established or shaped by custom.[26] Piotr Machnikowski presents the foregoing issue in a clear and systematic manner, noting that "a legal act is an instrument through which civil law subjects are able to structure (create, extinguish, and modify) the legal relations by which they are bound, that is, to assume legal obligation and to acquire entitlements. The performance of a legal act therefore possesses a norm-making character: it consists either in establishing or extinguishing a norm of conduct (typically individual and specific) or in updating or removing an obligation expressed in a previously established legal norm (typically general and abstract)".[27] The author adopts a descriptive approach, likewise assuming that legal acts are to be regarded as conventional.

The concept of the legal act outlined above has gained the endorsement of certain scholars,[28] though it has by no means achieved universal acceptance. Most notably, Grzybowski and Wolter defined the legal act as a factual situation covering

[22] Z. Radwański, A. Olejniczak (eds.), *System Prawa Prywatnego*, vol. 2: *Prawo cywilne. Część ogólna*, Warszawa 2019, p. 3.

[23] Z. Radwański, *Prawo cywilne. Część ogólna*, Warszawa 2009, p. 214.

[24] *Ibidem*.

[25] M. Gutowski, *Nieważność czynności prawnej*, Warszawa 2017, p. 17.

[26] Z. Ziembiński, [in:] S. Wronkowska, Z. Ziembiński, *Zarys teorii prawa*, Poznań 1997, p. 30.

[27] P. Machnikowski, *Komentarz do art. 60*, [in:] *Kodeks cywilny. Komentarz*, eds. E. Gniewek, P. Machnikowski, Warszawa 2023.

[28] See L. Nowak, S. Wronkowska, M. Zieliński, Z. Ziembiński, *Czynności konwencjonalne w prawie*, "Studia Prawnicze" 1972, no. 33, p. 73 ff.; Z. Radwański, A. Olejniczak, *Prawo cywilne. Część ogólna*, Warszawa 2015, p. 219; M. Gutowski, *Nieważność…*, 2017, p. 3 ff.; A. Hajos-Iwańska, *Nieważność czynności prawnych w prawie spółek kapitałowych*, Warszawa 2014, p. 7 ff.; T. Szczurowski, *Wadliwość czynności prawnych spółek kapitałowych na tle sankcji kodeksu cywilnego*, Warszawa 2012, pp. 19–20; P. Machnikowski, [in:] *Komentarz do art. 60*, [in:] *Kodeks cywilny. Komentarz*, eds. E. Gniewek, P. Machnikowski, Warszawa 2016, p. 132.

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at least one declaration of intent, that is, the externalized decision of a civil law subject to bring about legal consequences in the form of creating, modifying, or extinguishing a specified civil-law effect. To this factual situation, the law attaches not only the consequences expressed in the declaration itself but also those lying beyond its scope, deriving instead from statutory provisions, the principles of social coexistence, or established custom.[29]

Wolter maintained that legal acts constitute the instrument by which the parties to civil-law relations are able to structure those relations in accordance with their own intention, within the boundaries of the existing legal regime, thus leading to their creation, modification, or extinction.[30] He stressed that what underlays the legal act is the autonomy of the acting person. He articulated the following definition of the concept: "A legal act is a factual situation that embraces at least one declaration of intent, representing the externalized decision of a civil law subject to bring about specific civil-law effects. To such a factual situation, the statute attaches not only the consequences expressed in the declaration of intent, but also those not encompassed therein, deriving instead from statute, the principles of social coexistence, or established customs".[31]

Agnieszka Kawałko and Hanna Witczak advance a similar view: "A legal act is a factual situation that embraces at least one declaration of intent, representing the externalized decision of a civil law subject to produce specific effects under civil law. To such a factual situation the statute attaches the consequences expressed in such a declaration but also the effects not encompassed therein yet deriving from statute, established customs, and the principles of social coexistence".[32]

The definitions cited above reveal an emphasis on the externalized decision of the civil law subject. The doctrinal trend reflected therein does not reject an objective construction of legal acts. The authors cited contend that the internal decision of the civil law subject is at the foundation of any legal act, which becomes operative only upon its externalization. Accordingly, the evaluation of the existence and significance of a legal act must be phased in two stages. First, it must be determined whether the acting party possessed the (internal) intent to perform the act. Second, it must be established whether the party's conduct was expressed in a sufficiently adequate manner. This evaluation provides a precise determination of the subject's intent. The authors' positions are clearly aimed at ensuring the greatest possible degree of protection of the party undertaking legal acts. Their potential weakness,

[29] See S. Grzybowski, [in:] *System Prawa Cywilnego…*, 1974, p. 481; A. Wolter, J. Ignatowicz, K. Stefaniuk, *op. cit.*, pp. 253–256.

[30] A. Wolter, J. Ignatowicz, K. Stefaniuk, *op. cit.*, p. 251.

[31] *Ibidem*, p. 253.

[32] A. Kawałko, H. Witczak, *Prawo cywilne. Część ogólna*, Warszawa 2012, p. 159.

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however, lies in offering a diminished degree of protection for legal transactions and, consequently, for civil law subjects "entangled in particular legal relations".

CONCLUSIONS

The divergences in the interpretation of the concept of the legal act reduce to the issue of whether primacy should be accorded to the external conduct of the civil law subject or to that subject's inner intent. At the heart of this dispute lies the choice of whether to extend stronger legal protection to the addressee of the act or to its author. Put differently, the question is whether the law is to protect the security of legal transactions or the interest of the party submitting a declaration of intent within a specific legal relation.

An objective evaluation of the foregoing positions appears to warrant support for the objectification of intent in legal acts. The requirement of legal certainty must be protected in an unambiguous manner. Nevertheless, owing to the variety of factual situations that occur in connection with legal acts, it is not possible to adopt a categorical stance on the matter. In legal practice, there must remain scope for assessing whether the party undertaking a legal act had the intent to perform it. Given the contemporary methods of performing legal acts, and especially the multitude of ways in which declarations of intent may now be made remotely, the assessment of whether a party's conduct amounts to a declaration of intent or not may prove considerably more challenging. Situations may arise in which a submitted offer is phrased in an intelligible manner, yet the manner of performing the relevant legal act is so simplistic that the accepting party can be hardly considered to truly possess the determination to perform the act.

The legislator has likewise taken cognizance of this issue. Pursuant to Article 27 (1) of the Consumer Rights Act,[33] a consumer who has entered into an off-premises or a distance contract has the right to withdraw from it within 14 days, without justification and without incurring any costs. This is a convenient mechanism for the consumer. Nevertheless, where the party lacks the intent to conclude the contract and enters into it either unknowingly or without anticipating the potential consequences of doing so, this mechanism frequently proves inadequate.

The doctrinal controversy concerning the role of intent in legal acts has had a positive impact on the application of the law in practice. The dominant position influences the conduct of civil law subjects by leading them to place greater emphasis on their own declarations of intent. The position that rests upon the coherence

[33] Act of 30 May 2014 on consumer rights (consolidated text, Journal of Laws 2024, item 1796, as amended).

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between inner determination and outward intent, moreover, affords the courts the possibility of determining whether a legal act does or does not exist.

The stance adopted by Jan Gwiazdomorski, as set out above, significantly contributed to the objectification of the role of intent in the concept of the legal act. Professor Gwiazdomorski was correct in arguing that a definition of the legal act should not be included in the Civil Code. Leaving this matter to the province of legal scholarship has led to the development of two distinct approaches, which in turn enable the courts to reach sound decisions in concrete factual situations. The prevailing definition of the legal act introduces a measure of general regularity and predictability into legal transactions. The current that insists on coherence between inner and outer intent ensures that the norms governing legal acts retain a degree of flexibility. Such legal flexibility, in the face of manifold factual situations and the growing variety of means by which declarations of intent may be made, allows the courts the proper latitude in the resolution of disputes.

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ABSTRAKT

Artykuł dotyczy znaczenia woli w pojęciu czynności prawnych w świetle poglądów Profesora Jana Gwiazdomorskiego. Autor przedstawia historyczny rozwój definicji czynności prawnej i wskazuje na problem utożsamiania jej z oświadczeniem woli. Profesor Gwiazdomorski podkreśla konieczność rozróżnienia tych pojęć oraz obiektywizacji znaczenia woli, co znajduje odzwierciedlenie w treści art. 56 i 60 Kodeksu cywilnego. Omówiono również stanowisko Profesora Gwiazdomorskiego dotyczące definicji czynności prawnej i oświadczenia woli, jego udział w pracach Komisji Kodyfikacyjnej oraz wpływ na kształt obecnych regulacji. Wskazano, że zasadniczy spór dotyczy tego, czy większą ochronę przypisać adresatowi czynności prawnej (pewność obrotu), czy też jej nadawcy (autonomia woli).

Słowa kluczowe: czynność prawna; oświadczenie woli; czynność konwencjonalna