

Case brief

Judgment of 11 July 2002, fl. no. 22 Cdo 919/2001

In the school subject of civil law we were talking about one case which refers to inaccurately referred to the name of a natural person. This case concerns to law of contract and it became in year 2002. It holds me and that's why I mention it.

First, I will talk about parties of this case, then I explain some important facts about this. Finally, I tell you final judgments of the courts.

First party was woman, who concluded a contract, but she wrote her old name. The main problem was in this that she renamed before she contracted.

Second party was another natural person who was buying dominion from first woman.

The facts about this case.

Second party sued the first party because in their view is putting colloquial name invalid and the contract is void. The Court of first instance said, that it isn't void, but only incorrect. The contract will not be void but it is non-moral.

Second party appealed and the court of second instance identified with the court of first instance, but changed only little things. Then pass extraordinary appeal and the court of third instance found that incorrect labeling of the contracts in the name itself does not void these contracts. The extraordinary appeal was dismissed.

This case was associated with good manners on the use of the names written in the register.