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Abstract:

This article is devoted to the complex and difficult problem of pecuniary settlements between cohabitants or parties in similar relationships. One party often contributes to the partner's property significantly, especially finances construction of a house on the partner's land or gives him or her money to buy such a house, where they plan to live together. The party makes such patrimonial sacrifices because of the relationship existing between them and with the clear purpose of its continuation. Therefore this financial support can be regarded as a performance rendered in contemplation of continuation of their relationship. However, after several years they split up and the giver seeks restitution of the performance, so the question arises on what ground? Cohabitation is not regulated in Polish law, which is why the courts must search for the proper provisions to solve the dispute. One of the solutions is the application of the concept of performance rendered for an intended purpose that has not been achieved. It can be said that due to the fact that the relationship is finished the purpose of the performance is subverted. This concept, codified in art. 410 § 2 of the Polish civil code, has roots in Roman law in *condictio causa data causa non secuta*. It is applied also in foreign legal systems, which enables us to make some comparisons. In this paper I analyze judicial decisions and views of doctrine concerning the claim for restitution and its preconditions. I come to final conclusion that the concept of *condictio causa data causa non secuta* is applicable where other remedies cannot be applied or are very inconvenient. Its application requires the existence of a special kind of agreement described as the “legal basis of the performance”, which, however, is not a contract. One party confers a benefit to another to

achieve a purpose which is at least recognizable for the recipient and approved by him at least *per facta conludentia*. This purpose usually refers to the further continuation of their relationship. *Condictio* is applied rather in exceptional cases where the amount of the contribution to the partner's property is significant and constitutes a valuable and lasting benefit.