

Abstract

The purpose of this thesis is to analyse new legislation on securities and book-entry securities enacted during the recodification of private law. The main legislation moved from the Act no. 591/1992 Coll., On Securities, into the Act no. 89/2012 Coll., The Civil Code.

This thesis is divided into five chapters. The first chapter deals with the general definition of the concept of securities and booked-entry securities. It describes the definition of security that has been adopted from the Swiss Code of Obligations and describes the new concept of book-entry securities, which are now a substitute to securities and a separate legal institute. The second chapter briefly describes the functions of the securities.

The third chapter describes forms of securities that are crucial for determination of methods of transfer of the securities. It also discusses enactment of legal presumptions of the form of the security that are used to determine form of securities in the case the form of the security is not entirely clear. Finally, this chapter deals with the question, whether the forms of book-entry securities are no longer distinguished.

The fourth chapter analyses the transfer of ownership of the securities according to their various forms and discusses the conditions under which the securities in each specific form are validly transferred. It also deals with transfers of book-entry securities including description of securities accounts on which the book-entry securities are registered.

The last chapter deals with contract of undisclosed mandate, which is often used for transactions with the securities and book-entry securities on capital market. In this chapter the contract of undisclosed mandate is described generally and particular attention is paid to the transfer of ownership of securities that are sold or purchased through the mandatary. This chapter also describes the conditions under which the mandatary himself may become a contractor who concludes a purchase agreement with the undisclosed mandator. This chapter finally deals with the impact of the failure of the mandatary to fulfil the instructions of the undisclosed mandator, and the obligation of the mandatary to assign and transfer everything he acquired in connection with the arrangement of the matter.