UDC: 347.447.62:004.91(37)
DOI: 10.5937/PDSC26007S

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THE PRINCIPLE OF *BONA FIDES* IN THE AGE OF ALGORITHMS: FOUNDATIONS OF ROMAN LAW AND THE CHALLENGES OF AUTOMATED CONTRACTING

"Fundamentum autem est
iustitiae fides, id est dictorum
conventorumque constantia et veritas."
(Cicero, *De officiis*, I, 7, 23) [1]

Abstract: This paper analyses the concept of *bona fides* in Roman law, as well as its significance and scope in contemporary law in the context of automated and algorithmic contracting. Despite the many legal institutions that, through the reception of Roman law, have found their way into modern legal systems, the question arises whether the same is true of the principle of *bona fides*. Can we speak at all of the application of this principle in the digital age in which we live? Answers to these questions will first be sought by distinguishing the subjective and objective functions of *bona fides*, and then by analysing its interpretative, supplementary and corrective functions in contractual relationships. The paper also seeks to determine whether, and

[1] "The foundation of justice is good faith, that is, truth and constancy in what is said and agreed." (Cicero, 1913, 1.23). The translation used in this paper is based on: Stojčević, D., & Romac, A. (1971), *Dicta et regulae iuris*, p. 152.

in which situations, this highly significant principle of Roman law can serve as a corrective where contracts are not only concluded but also performed and modified through algorithms, digital platforms and artificial intelligence systems. Although the Roman institution of *bona fides* arose in a completely different social and technological context, it is argued that it may nevertheless provide an important theoretical basis for addressing contemporary problems of digital contract law.

Keywords: *Bona fides*, Roman law, the principle of good faith and fair dealing, algorithmic contracting, artificial intelligence.

INTRODUCTION

Bona fides is an important concept of Roman private law, as is demonstrated by the fact that its influence can still be traced and observed in contemporary contract law. Although the concept arose in a significantly different social and legal context, its basic function has remained the same: a contractual relationship must be viewed not only through the prism of the formal performance of the obligations expressly undertaken by the parties, but also in light of the requirement that both parties act honestly and loyally.

As we live in a digital age, contemporary law is increasingly confronted with situations in which individual stages, or even all stages, of contracting are carried out through algorithms and artificial intelligence systems. Digital systems participate not only in drafting contracts, but also in proposing clauses, assessing risks, and performing and modifying contractual terms. This gives rise to a legitimate question: can the principle of *bona fides* retain its original role even when the relevant factor is not a human being, but a system designed and deployed by a human being? The authors will seek to answer this question by outlining the fundamental rules of *bona fides*, with particular reference to the possibility of applying them in the context of algorithmic contracting. The paper will first examine the development of the concept itself, then its meaning and, finally, its importance for Roman private law. Following the analysis under Roman law, the final part of the paper will consider whether the interpretative, supplementary and corrective functions of *bona fides* can provide a standard for assessing the conduct of contracting parties that use algorithmic systems.

The paper proceeds from the proposition that the requirement to act in accordance with *bona fides* cannot be attributed to the algorithm itself, but rather to the contracting party that selects it, deploys it or uses its outputs.

Algorithmic automation therefore does not displace this standard; instead, it requires the standard to be made concrete through duties to inform, warn and cooperate, and through respect for the other party's legitimate expectations.

FROM *FIDES* TO CONTRACTUAL *BONA FIDES*

The earliest period of Roman history was deeply shaped by religious norms and customs. The importance that the Romans attached to fidelity is also confirmed by its personification in the goddess *Fides* and the deity *Dius Fidius*. The goddess *Fides* was the Roman goddess of fidelity to promises and of honesty. In ancient Rome, the concept signified that a person was bound by his or her own word. She was also believed to reside in a person's right hand, as a symbol of trustworthiness (Deibel, 2025, p. 113). For example, an oath before this deity was taken under the open sky, symbolically reflecting the belief that divine power watched over the pledged word and punished its breach (Sič, 2012, p. 162). In Roman law, *fides* was also connected with *mos maiorum*, that is, with the customs and moral rules of the ancestors, and it likewise encompassed a requirement to protect the legitimate interests of the other party (Sič, 2012, p. 163). Later, as private-law relations developed, the broad and insufficiently defined meaning of *fides* was made more specific by adding the adjective *bona* (Vuletić, 2010, p. 262).

We still do not have a clear answer to the question of how and why *fides* developed into *bona fides*.

Cicero gives the example of one person, Gratidianus, selling to another, Orata, a house encumbered by a servitude, even though Gratidianus had previously purchased that same house from Orata. Although Gratidianus did not expressly disclose the servitude when reselling the house, Orata did not prevail in the proceedings he brought on account of that omission. The reason for this outcome was that Orata had already known of the servitude (Cicero, 1913, 3.67). Cicero's example therefore clearly demonstrates that *bona fides* was not applied formalistically; on the contrary, the overall conduct and knowledge of both parties had to be considered in each particular contractual relationship.

THE SUBJECTIVE AND OBJECTIVE MEANINGS OF *BONA FIDES*

Bona fides was not used with a single meaning in the sources of Roman law. For example, Gaius employs the expression *bona fide* in different contexts (Gai. Inst. 2.252).[2] For the purposes of this paper, it is necessary to distinguish between subjective and objective *bona fides*. We will first briefly examine *bona fides* in the subjective sense, in which it denotes the state of mind of a person who is unaware of a particular legal defect. An example illustrating *bona fides* in the subjective sense is the position of a possessor or acquirer in good faith who reasonably believes that the person from whom the thing was received is in fact its owner. Good faith in this sense does not concern the acquirer's overall conduct in legal dealings, but rather that person's internal attitude towards a legally relevant fact. Thus, Gaius states in the *Institutes*: "Moreover, we may also acquire by usucapion those things that have been delivered to us by someone who is not their owner, whether they are *res mancipi* or *nec mancipi*, provided that we received them in good faith, believing that the person who delivered them was the owner." (*Ceterum etiam earum rerum usucapio nobis conpetit, quae non a domino nobis traditae fuerint, siue mancipi sint eae res siue nec mancipi, si modo eas bona fide acceperimus, cum crederemus eum, qui traderet, dominum esse*.) (Gai. Inst. 2.43).

Following up on the preceding discussion, it should be emphasised that good faith is not always sufficient to produce a particular legal effect. Thus, even where a person purchased a thing in good faith, the prohibition on usucapion of stolen things and things taken by force continued to apply. This is expressly stated in the following passage from Gaius' *Institutes*:

Gai. Inst. 2.49

"What is commonly said, namely that under the Law of the Twelve Tables usucapion of stolen things and things possessed by force is prohibited, does not mean that the thief or the person possessing by force cannot himself acquire by usucapion (for usucapion is unavailable to them on another ground, since they possess in bad faith), but rather that no one else, even one who purchased the thing from such a person in good faith, has the right to acquire it by usucapion." (*Quod ergo uulgo dicitur furtiuarum rerum et ui possessarum usucapionem per legem XII tabularum*

[2] Throughout the paper, Gaius' *Institutes* are cited using the standard abbreviation *Gai. Inst.*, while the translations are based on the following edition: Gaius, *Institutiones*, translated by Obrad Stanojević, Belgrade, 2009.

prohibitam esse, non eo pertinet, ut ne ipse fur quiue per uim possidet, usucapere possit (nam huic alia ratione usucapio non competit, quia scilicet mala fide possidet), sed nec ullus alius, quamquam ab eo bona fide emerit, usucapiendi ius habeat.)

Subjective good faith, however, cannot overcome every objective legal obstacle. The passage cited above shows that a stolen thing cannot be acquired by usucapion even where a third party obtained it in good faith. The following passage from Gaius' *Institutes* demonstrates that the position of a particular acquirer was assessed independently of the position of the person who transferred the thing to that acquirer: "A person may obtain possession of another's land without violence where it lies vacant through the owner's neglect, or because the owner died without a successor, or has been absent for a long time; and if that person transfers it to another who receives it in good faith, the possessor will be able to acquire it by usucapion. Even if the person who first took possession of the vacant land knows that the land belongs to another, this does not prejudice the possessor in good faith in acquiring it by usucapion, since the opinion of those who believed that land could be stolen has been rejected." (*Fundi quoque alieni potest aliquis sine ui possessionem nancisci, quae uel ex neglegentia domini uacet, uel quia dominus sine successore decesserit uel longo tempore afuerit: quam si ad alium bona fide accipientem transtulerit, poterit usucapere possessor; et quamuis ipse, qui uacantem possessionem nactus est, intellegat alienum esse fundum, tamen nihil hoc bonae fidei possessori ad usucapionem nocet, cum inprobata sit eorum sententia, qui putauerint furtiuum fundum fieri posse*.) (Gai. Inst. 2.51).

The mere fact that the previous possessor knew or ought to have known that the land belonged to someone else therefore had no effect on the position of the subsequent acquirer, provided that the latter acquired it in good faith. It follows that good faith is assessed by reference to the belief of the person whose legal position is under consideration, and not automatically by reference to the conduct of that person's predecessor.

For the purposes of this paper, we will focus primarily on the objective meaning of *bona fides*. The emphasis here is not on the contracting party's internal or psychological state, but on an objective standard of conduct. In other words, the question is not whether a party knew or ought to have known of a particular fact, but whether that party acted as an honest participant in legal dealings could reasonably be expected to act. This is precisely where the idea emerges that *bona fides* can become a means of interpreting, supplementing and correcting contractual obligations.

This is best illustrated by the contract of mandate, concerning which Gaius states: "A mandate is constituted whether we give it for our own benefit or for the benefit of another. Thus, whether I have instructed you to conduct my affairs or those of a third person, an obligation arising from mandate is created, and each of us will be bound to the other for whatever either I ought in good faith to render to you or you to me." (*Mandatum consistit, siue nostra gratia mandemus siue aliena; itaque siue ut mea negotia geras siue ut alterius, mandauerim, contrahitur mandati obligatio, et inuicem alter alteri tenebimur in id, quod uel me tibi uel te mihi bona fide praestare oportet.*) (Gai. Inst. 3.155).

Unlike subjective good faith, which is associated with the acquisition of ownership by usucapion, *bona fides* in the passage from Gaius' *Institutes* cited above displays an objective and normative character. In relation to mandate, Gaius explains that the parties are bound to perform not only what the contract expressly provides, but, more broadly, everything required by the principle of good faith. The content of the relationship as a whole is therefore not limited to the mandate as formulated, but also encompasses mutual trust between the parties and the requirement of honest conduct. This feature is particularly important in the case of the legal transaction of *mandatum*, because the mandatary manages another person's interests and consequently enjoys a certain degree of autonomy. It was therefore impossible to anticipate every obligation that might arise, and the mandatary's conduct was assessed against the standard of *bona fides*.

BONA FIDES AS A CONTRACTUAL STANDARD IN ROMAN LAW

One of the most important functions of *bona fides*, and one of the clearest manifestations of its significance in Roman contract law, is found in the *bonae fidei iudicia*. Among the actions based on good faith, Gaius includes, inter alia, those arising from sale, hire, unauthorised management of another's affairs, mandate, deposit, *fiducia* and partnership. According to Gaius: "The following are actions of good faith: purchase and sale, letting and hiring, unauthorised management of another's affairs, mandate, deposit, *fiducia*, partnership, guardianship and recovery of dowry." (*Sunt autem bonae fidei iudicia haec: ex empto uendito, locato conducto, negotiorum gestorum, mandati, depositi, fiduciae, pro socio, tutelae, rei uxoriae*.) (Gai. Inst. 4.62). The feature shared by these legal transactions is that their content could not be fully determined by strict rules formulated in advance. Disputes arising from them required trust, cooperation and an assessment of the parties' conduct in the specific circumstances.

The practical effect of the *bona fides* standard is evident in the formula for the action on deposit, which instructs the judge to order the defendant to render everything that, in view of the existing relationship, ought to be given or done *ex fide bona*. "In some cases, however, the praetor may grant an action framed either *in ius* or *in factum*, as in the case of deposit (*actio depositi*) and loan for use (*actio commodati*). A formula framed *in ius* would read as follows: Let N.N. be judge. Since Aulus Agerius deposited with Numerius Negidius the silver table that is the subject of this action, whatever Numerius Negidius ought on that account, in accordance with good faith (*bona fides*), to give to or do for Aulus Agerius, for that let the judge condemn Numerius Negidius in favour of Aulus Agerius should he fail to return the thing; if it does not appear, let him absolve. A formula framed *in factum* is one drafted as follows: Let N.N. be judge. If it appears that Aulus Agerius deposited a silver table with Numerius Negidius and that, through the fraud of Numerius Negidius, the table was not returned to Aulus Agerius, then for whatever the thing shall be worth, let the judge condemn Numerius Negidius to pay that sum of money to Aulus Agerius; if it does not appear, let him absolve. The formulae for loan for use are similar." (*Sed ex quibusdam causis praetor et in ius et in factum conceptas formulas proponit, ueluti depositi et commodati. Illa enim formula, quae ita concepta est: IVDEX ESTO. QVOD AVLVS AGERIVS APVD NVMERIVM NEGIDIVM MENSAM ARGENTEAM DEPOSVIT, QVA DE RE AGITVR, QVIDQVID OB EAM REM NVMERIVM NEGIDIVM AVLO AGERIO DARE FACERE OPORTET EX FIDE BONA, EIVS, IVDEX, NVMERIVM NEGIDIVM AVLO AGERIO CONDEMNATO. SI NON PARET, ABSOLVITO, in ius concepta est. At illa formula, quae ita concepta est: IVDEX ESTO. SI PARET AVLVM AGERIVM APVD NVMERIVM NEGIDIVM MENSAM ARGENTEAM DEPOSVISSE EAMQVE DOLO MALO NVMERII NEGIDII AVLO AGERIO REDDITAM NON ESSE, QVANTI EA RES ERIT, TANTAM PECVNIAM, IVDEX, NVMERIVM NEGIDIVM AVLO AGERIO CONDEMNATO. SI NON PARET, ABSOLVITO, in factum concepta est. Similes etiam commodati formulae sunt*) (Gai. Inst. 4.47).

By prescribing such a formula, the judge is not confined to a closed list of obligations; on the contrary, the judge is directed to the standard of good faith, through which the content of the obligation is made more specific. This is precisely where the importance of the *bona fides* standard becomes apparent: a contractual relationship is not reduced to the literal performance of what was expressly stated or agreed, and the judge is instead required to

consider the purpose of the relationship, the parties' trust and the circumstances of the particular case.

Nor may the supplementary function of *bona fides* be overlooked. It is illustrated by Gaius' discussion of set-off: "The judge is nevertheless free to take no account whatever of reciprocal set-off, for this is not expressly directed by the words of the formula; but because it appears consistent with an action in good faith, it is believed to be encompassed by the judge's very duty." (*Liberum est tamen iudici nullam omnino inuicem conpensationis rationem habere; nec enim aperte formulae uerbis praecipitur, sed quia id bonae fidei iudicio conueniens uidetur, ideo officio eius contineri creditur.*) (Gai. Inst. 4.63).

Although the possibility of set-off is not expressly provided for by the words of the formula itself, it is considered to fall within the judge's duty because it accords with the nature of a *bonae fidei iudicium*. This example therefore shows that the *bona fides* standard may give rise to legal consequences that are not exhaustively enumerated but are nevertheless consistent with the nature of the relationship.

Tryphoninus' fragment is particularly important in demonstrating the significance of the standard under discussion: "The essence is that the good faith required in contracts demands the highest degree of equity" (*Bona fides quae in contractibus exigitur aequitatem summam desiderat...*) (Iustiniani Digesta, 1872, D. 16.3.31 pr.–1 [Tryphoninus]). According to Tryphoninus, the *bona fides* required when a contract is concluded calls for the highest possible degree of equity. His observation clearly shows that the *bona fides* standard requires not only the performance of what was formally undertaken, but also the prevention of an outcome contrary to both equity and the purpose of the legal relationship.

BONA FIDES AND ALGORITHMIC CONTRACTING

Contemporary social life brings new developments almost daily, and legal rules seek to keep pace with them. Accordingly, situations increasingly arise in which an algorithm does not serve merely as an auxiliary technical tool, but actively participates in shaping a contractual relationship. It is first necessary to define algorithmic contracts. As the name suggests, these are contracts in which an algorithm determines the obligations of one or both parties. An algorithm may thus assume the role of a negotiator by considering proposed terms, and it may also serve as a means of filling gaps in a contract. The contracting parties may agree in advance that particular

elements of the contract will subsequently be determined through algorithmic processing (Scholz, 2017, pp. 128–129, 134).

Algorithms, together with artificial intelligence systems, may propose particular clauses, assess risk, set prices, automatically accept terms and even adjust the performance of a contract (Lassila, 2025, p. 65). These illustrative situations raise a legitimate question: does the requirement of good faith and fair dealing apply exclusively to the human being who used the system, or must the manner in which the system was designed and deployed also be taken into account?

In answering that question, it must be recognised that an algorithm cannot be attributed a conscience, moral will or legal personality. The legally relevant question does not concern the algorithm itself - more precisely, whether it can in some sense act in good faith - but centres on the contracting party. It is that party that uses the algorithm and must act in accordance with the principle of good faith and fair dealing. The party should therefore not be permitted to evade responsibility by claiming that the decision was produced by the system, because a person necessarily selected, trained, configured or deployed that system (Lassila, 2025, pp. 71–73; Oliver, 2021, pp. 49–50).

The Roman-law concept of *bona fides* can provide a theoretical foundation. The immediate similarity lies in the fact that, in *bonae fidei iudicia*, it was not enough merely to determine the formal existence of an obligation; the principle of good faith and fair dealing also had to be taken into account (Sič, 2015, p. 620). Likewise, in today's digital age it is not enough to establish whether a system performed the assigned act. It is also necessary to examine whether the outcome itself accords with the purpose of the contract, the other party's expectations and, inevitably, the requirement of loyal conduct.

The need to apply the *bona fides* standard arises from the fact that neither traditional nor algorithmic contracts can anticipate, and therefore cannot encompass, every circumstance that may arise during their performance. An algorithm processes data, rules and parameters; a legal relationship, however, also includes ancillary obligations arising from its nature or purpose. The operation of a contract that is incomplete in itself depends on external normative and institutional frameworks through which possible gaps are filled (Hadfield-Menell & Hadfield, 2018, p. 9). A direct parallel can be found in Ulpian's fragment, according to which, in a *bonae fidei* action, what the contracting parties agreed must be performed first. When certain matters have not been regulated, the obligations inherent in the nature of that contractual relationship will apply (Iustiniani Digesta,

1872, D. 19.1.11.1 [Ulpianus]). Accordingly, duties to inform, warn and cooperate do not cease to exist merely because there is no express algorithmic instruction.

In the context of algorithmic contracting, the *bona fides* standard should be considered both before and after the system is deployed. Before deployment, the contracting party should be required to take reasonable measures when selecting and designing the system so that the algorithm's opacity is not used to the detriment of the other party and so that both parties have access to informations relevant to the conclusion and performance of the contract. After the algorithm produces a particular outcome, on the other hand, *bona fides* makes it possible to subject that outcome to legal review. A system may have performed its task flawlessly from a technical perspective, yet the purpose of the contract may still have been frustrated or a risk that the other party could not have foreseen may have been shifted onto that party. Objective standards of loyalty and cooperation must therefore apply even to contracts concluded by electronic agents.

As noted above, the *bona fides* standard may play a corrective role in certain situations. The first is where an algorithm formally applies a clause contained in the contract, but the resulting outcome departs from the contract's purpose or disproportionately affects the other party. In Roman law, equity was used to correct the strict application of law so that literal application would not produce injustice (Sič, 2015, pp. 618–620). A parallel may be drawn here with an algorithm that formally applies what is written in the contract but produces an inequitable result. Another possible situation arises where a contracting party exploits the system's informational superiority to impose less favourable and unforeseeable terms on the other party (Lassila, 2025, p. 72). Finally, there may be a failure to perform ancillary obligations, such as duties to inform, warn or cooperate.

It follows that the *bona fides* standard cannot be equated with algorithmic fairness in the technical sense, which concerns the assessment of the fairness of artificial intelligence algorithms. The principal task involved in improving algorithmic fairness is to strike a balance between accuracy and fairness (Pessach & Shmueli, 2020, p. 2). *Bona fides*, by contrast, is a legal standard applied to the conclusion and performance of contracts. It therefore asks not only whether an outcome is statistically acceptable, but also whether the contracting party acted loyally, protected the other party's trust and interests, and exercised its right in accordance with the purpose for which that right was recognised.

The automation of a contractual relationship does not preclude the application of the *bona fides* standard. On the contrary, its significance becomes especially apparent where an algorithm formally performs a contractual clause but the outcome departs from the very purpose of the contract, undermines the other party's legitimate expectations, or results in a failure to discharge duties to inform, warn and cooperate. In such cases, it is not the algorithm's good faith that is assessed, but the conduct of the party that used it in the contractual relationship. *Bona fides* thus provides a legal standard for evaluating how a human being used the system and the consequences that followed.

CONCLUSION

Tracing the development of *bona fides* shows that Roman law did not reduce contractual obligations to a literal reading, but required the broader circumstances surrounding the conclusion of a contract to be taken into account in accordance with the principle of equity. Beginning with *fides*, which denoted trust and reliability, the concept gradually developed into the legal standard of *bona fides*. This standard made it possible to assess a contractual relationship in light of all the circumstances: the particular facts of each case, the parties' conduct and the requirements of equity.

The *bonae fidei iudicia* demonstrate that a judge was not confined to matters expressly stated, but was under a duty to determine what each party, in accordance with the principle of good faith and fair dealing, was required to do. *Bona fides* therefore performed not only an interpretative function, but also supplementary and corrective functions. These functions make it possible to consider its application in the context of algorithmic contracting as well.

The significance of the principle of *bona fides* is also evident in the context of algorithmic contracting. Systems themselves execute rules established by human beings, yet the resulting outcome may still run counter to the very purpose of the contract and the other party's expectations. It is important to emphasise that acting in good faith cannot be attributed to an algorithm, but to the contracting party that uses or in some manner controls such a system.

The question whether *bona fides* can also be applied in the digital age should be answered in the affirmative, subject to an important limitation. The standard does not apply to an algorithm as though it possessed a conscience, moral will or legal personality, but to the contracting party that uses the algorithm or relies on its outputs. Contemporary methods of

concluding and performing contracts have altered the circumstances in which *bona fides* applies, but they have by no means eliminated the need to interpret a contract in accordance with its purpose, supplement contractual obligations and prevent disloyal or disproportionate conduct. In this functional sense, the Roman-law legacy of *bona fides* remains relevant to contemporary algorithmic contracting.

In conclusion, although *bona fides* arose in a markedly different historical context, it can nevertheless provide an exceptionally useful theoretical basis for assessing contemporary digital contract law. Its value does not lie in offering a ready-made solution applicable to every modern digital contract, but in drawing attention to the fact that contract law must never, in any context, be reduced to the technical execution of rules. Instead, it reminds us that the requirement of conscientious, honest and loyal conduct must be preserved.

REFERENCES

1. Cicero, Marcus Tullius (1913). *De officiis*, trans. Walter Miller. Cambridge, MA: Harvard University Press.
2. Deibel, T. (2025). Bona fides (good faith) in European private law. In M. Bartl, L. Burgers, & C. Mak (Eds.), *Uncovering European private law: A student handbook* (pp. 109–126). Open Book Publishers. DOI: 10.11647/OBP.0448.06.
3. Gaius (2009). *Institutiones*, translated by Obrad Stanojević. Belgrade: Zavod za udžbenike.
4. Hadfield-Menell, D., & Hadfield, G. (2018). *Incomplete contracting and AI alignment*. arXiv preprint arXiv:1804.04268. DOI: 10.48550/arXiv.1804.04268.
5. *Iustiniani Digesta* (1872). In *Corpus Iuris Civilis*, Vol. I, eds. Theodor Mommsen and Paul Krüger. Berlin: Weidmann.
6. Lassila, L. (2025). Does the AI act in good faith?—Principle of good faith and fair dealing in light of artificial intelligence and contracting. *International Journal of Commerce and Contracting, 9*(1–2), 64–79. DOI: 10.1177/29768829251362764.
7. Oliver, M. (2021). Contracting by artificial intelligence: Open offers, unilateral mistakes, and why algorithms are not agents. *Australian National University Journal of Law and Technology, 2*(1), 45–87.
8. Pessach, D., & Shmueli, E. (2020). *Algorithmic fairness*. DOI: 10.48550/arXiv.2001.09784.

9. Scholz, L. H. (2017). Algorithmic contracts. *Stanford Technology Law Review, 20*(2), 128–169.
10. Sič, M. (2012). *Fides i bona fides u procesu stvaranja rimskog opšteg prava (ius gentium)* [*Fides* and *bona fides* in the process of creating Roman common law (*ius gentium*)]. *Zbornik radova Pravnog fakulteta u Novom Sadu, 46*(2), 157–176. DOI: 10.5937/zrpfns46-2497.
11. Sič, M. I. (2015). *Tumačenje prava u skladu sa pravičnošću u rimskom pravu* [Interpreting law in accordance with equity in Roman law]. *Zbornik radova Pravnog fakulteta u Novom Sadu, 49*(2), 617–633. DOI: 10.5937/zrpfns49-9073.
12. Stojčević, D., & Romac, A. (1971). *Dicta et regulae iuris: latinska pravna pravila, izreke i definicije sa prevodom na srpskohrvatski jezik i objašnjenjima* [*Dicta et regulae iuris*: Latin legal rules, maxims and definitions with translations into Serbo-Croatian and explanations]. Belgrade: Savremena administracija.
13. Valsan, R. (2017). Fides, bona fides, and bonus vir: Relations of trust and confidence in Roman antiquity. *Journal of Law, Religion and State, 5*(1), 48–85. DOI: 10.1163/22124810-00501003.
14. Vuletić, V. (2010). *Od bona fides do načela savesnosti i poštenja* [From *bona fides* to the principle of good faith and fair dealing]. *Anali Pravnog fakulteta u Beogradu, 58*(1), 258–287.
15. Zimmermann, R., & Whittaker, S. (Eds.). (2000). *Good faith in European contract law*. Cambridge: Cambridge University Press.