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The Legal Nature of Doctor Patient Relationship in Turkish Medical Law

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Abstract The article discusses the relationship between the physician and the patient through different branches of Turkish Law. The author explains the legal theory of physician (as self-employed as well as employed in hospital) – patient relationship in the limits of legislation and court practices, and gives special emphasis on contemporary open questions in Turkish Law. Special intentions is given also to criminal law, duty to inform, liability and consent. The author presents contemporary constitutional and supreme court decision relating to the Casarean, plastic surgery, burden of proof, compensations …

KEYWORDS: • patient • physician • discrimination • criminal law • Turkish law

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1 Introduction

The doctor patient relationship has to be interpreted in terms of different branches of Turkish Law. Furthermore, both the status of the doctor and the nature of the medical intervention can lead to different legal assessments. Below, the legal theory of doctor patient relationship will be explained in the limits of legislation and court practices, and then, it will be demonstrated how this issue is connected to some very important problems in the field. Additionally, legal issues that arise due to the legal nature of this relationship, place of trial, the burden of proof, the time limitations and criminal consequences will also be addressed. In my opinion, as specified in the relevant part, the conclusion has not been given a title.

2 The Legal Nature of self-employed doctor-patient relationship.

The legal self-employed doctor-patient relationship is generally encountered in three ways: contractual relationship, no trust based business relationship and tort relationship (Zeytin, 2007: 101-102). However, the type of medical intervention in the related areas of law and the defendant's status can sometimes, bring about a different kind of relationship.

In Turkish Law, in terms of private law, legal doctor patient relationship is accepted as a mandate in justice and in judicial practice is argued as a doctrine. Excluding the exceptions to mention below, the legal issues between the patient and the physician are treated as a mandate contract when oral or written agreement is present (The Code of Obligations art. 502). In this case, the existence of work or service contract would not be accepted (Hakeri,2015: 593). Although, it might be labeled as a doctrine and treatment or a medical contract, it would all be treated as the mandate contract, usually.

According to the Supreme Court, due to the trust based relationship, doctor owes a duty of care to guarantee the result of his medical conclusion, although to perform this action might not be mandatory in his case. The doctor will be liable for any negligent act leading to the simplest complications.[1]

However, when the nature of interference or an agreement with patient has been based on the legal relationship established by the doctor, the legal nature of the relationship between these two might appear as a contract (exception). For example, dentures, cosmetic and esthetic surgery is generally seen as a valid contract. Further example is an unwanted scarring after the plastic surgery upsetting to a patient may create an action for compensation in courts. [2] Although, taking into account an esthetic contract and its' specific terms the Turkish supreme judicial bodies, sometimes intervene in this mandate contract, in some circumstances take a contract as one of a kind (sui generis) in a very exceptional cases, the mutual commitment of the parties is present, but the decisions are influenced by medical intervention. The generally accepted view is that the

contract is present in this type of medical interventions when there is a promise made by a doctor to achieve a specific result (unless in exceptional circumstances).[3]

In the absence of a written or an oral agreement between a doctor and a patient when the medical intervention has been performed, in terms of private law, this relationship would be assessed as a wrongful act in tort.

With regard to a work contract, the biggest problem in Turkish implementation lies in the new cases involving these types of contracts which are understood and implemented as a strict liability cases. Nonetheless, according to the Turkish civil law, in accordance with an agreement it is vital to prove the defects in order to receive the compensation for damages.

3 The Legal Nature of the Doctor Patient relationship Employed by the Hospital

It is worth to mention, that hospitals should also be distinguished to: public hospitals and private hospitals.

a. Private Hospital

In a private hospital, the contractual nature between the hospital and the patient is accepted. In the terms of such a contract, the name of the admission is stated. This type of contract is considered in the light of strict liability according to the Turkish Code of Obligations. If agreement is not existent, the relationship is considered as a wrongful act in tort and liability will arise in any case.

In regard to Turkish Code of Obligations art. 116, the hospital will be responsible for employing the doctor or the doctor's action employed by that hospital. [4] In private hospitals, as a rule the liability flowing from the intervention will not be put upon the state or an official institution, however, if the obligation monitoring and supervision of such hospitals by the state is in question, damages arising as a result of a failed obligation will be discussed.

b. Public Hospitals

If the hospital is private, here, the legal relationship is not being the contractual relationship will be seen as a relationship in administrative law. The legal issues that may arise, due to the relationships established here, will be solved in accordance with administrative law. Unsuspected here, from the view of liability the distinction will be made between the service or personal negligence. Naturally, it is important in terms of the compensation paid by a public employee.

In regard to public hospitals, when the legal agreement is not in place and the medical intervention has occurred, the arising issue will be solved as a wrongful act in administrative law in full jurisdiction (the compensation claim) and the subject to the proceedings.

Both government agencies and private health institutions, will be liable to pay compensation as a result of their employee's negligence, but then will be able to reclaim or bring an action against that employee in order to compensate themselves. This concept stands as a rule in many laws and in the Constitution. (Constitution art. 129/5, 40/3, Civil Servants Law art. 13, Code of Obligations art. 61, 62/2 and 72).

Doctors as public employees, outside of the liability and compensation, will be granted the disciplinary punishment as a result of discipline failure,[5] while, self-employed doctors will be assessed by the relevant scrutinizing body on the basis of ethics violation resulting in professional and administrative sanctions of disciplinary nature (Çelik, 2006: 71).

4 Discrimination in respect of the Tribunals

Charges pressed against the health employee working at the private hospital must be opened by the judiciary as a rule.

However, the legal amendments to the Consumer Protection Act dated 7.11.2013 provide that, regardless of whether it is a mandate agreement or a work agreement, the consumer protection proceedings will be opened in court. Currently, these cases are seen as consumer protection cases in courts.

Charges pressed against public health employee, as a rule, compensation claims will be opened against the government or a public institution.[6] Constitution art. 129/5 and 40/3 states that in these types of unfair treatment claims, the state will cover the compensation, however, the state will be able to claim all expenses from the defendant later. The decision will be made by administrative high court.[7]

Previously, the Supreme Court held that, in cases of harm to patients induced as a result of a personal flaw ruled against the public employee,[8] court decision would be found incorrect and exceptional to practice. According to both old and new highest judicial authority, when a public servant has committed a wrongful act based on his personal flaws stated or not, the charges should be pressed against an administrative institution and in case of personal fault by a public official, the administrative institution should be able to reclaim all kinds of expenses resulted from the pressed charges against them.[9]

5 Proof Requirement

In the Turkish doctrine and implementation, according to an accepted principle, in case of breach of contract and compensation claims, it is expected from the claimant to prove unlawfulness of an act in tort, proof of damage and causation. The burden of proof being on the patient, it is not required to prove major defects or damage induced as a result.[10] In other words, the cases above described that while the patient is expected to provide proof of doctor being guilty, the doctor should provide evidence of not being guilty.[11] As a result, there should be both faultless act as well as fulfilled legal obligation proven by the doctor.

In contrast, when there is a question of tortious liability, a patient also needs to prove the fault of the physician (Hakeri, 2015: 716).

In the court practices, in cases of arising problems with proof, especially in relation to explanation and the scope of consent after a medical intervention, the doctor would be requested to provide convincing written evidence.[12]

6 Time Limitations

In the cases of mandate agreements the responsibility can emerge within 5 years (Code of Obligations art. 147).

The time count starts from the moment when the defendant learned about the damages resulting from his action. The time count in liability for wrongful act starts from the moment when the defendant learned about the damages within 2 years. In any situation, the case is the subject to limitation period of 10 years from the time the act has been committed (Code of Obligations art. 76). Prosecuted doctors and private health institutions, in regard to the Law of Obligations art. 62, are subject to a trial within 2 and 10 years limitation period (Code of Obligations art. 72 and 146).

7 In terms of Criminal Law

In terms of Criminal Law medical intervention, is considered to be an appropriate legal action when the conditions are complying with the law (authority, indications (?), patient's consent and medical standard). As a rule, with necessary, sufficient reasoning and consent-based circumstances in addition to legal conditions satisfied and Turkish Penal Code art. 26/2 being in place, the medical action is suitable and legal in eyes of the law.[13]. On the opposite, in the absence of any of the legal conditions, it is considered to be an unfair criminal act.[14] According to the conclusion held above, reckless injury induced to a human or possible homicide and intentional murder or intentional injury would be considered an offence.[15]

Large number of doctors in Turkey is in fact working in public hospitals. Prosecution for crimes committed by public officials takes place under a specific piece of legislation (No. 4483 Public Servants Prosecution Law) and is referenced to a judging condition. According to this legislation, in order to do investigation and prosecution against a public official, the prosecutor or a police officer must obtain permission from his supervisor in advance. Without obtaining such permission, public officials like doctors, cannot be questioned in courts on a criminal case.[16] In order to carry on with the proceedings before the case is suspended, the permission from the doctor's supervisor must be in place, if the permission has never been obtained the only legal action available is to drop the case. This system and its' implementation, especially in terms of criminal proceedings in relation to medical interventions has been designed to prevent the "floodgate". Being in the health field, in order to fall outside of the mentioned above system and being able to prosecute in criminal cases directly, your case must be one of the following:

1- Public official commits an offense outside his medical duties,
2- In reference to Criminal Procedure Code art. 161/5 the doctor's judicial duty to neglect or abuse
3- To commit the crimes of corruption in the health sector (3628 Law).

Undoubtedly, there are some limitations in terms of disciplinary responsibilities of self-employed physicians or doctors working in private sector, and actions being limited to be taken against doctors in public sector, whether in the light of wrongful act or breach of contract; nonetheless, it can still lead to disciplinary problems.

Criminal Procedure Code art. 253- 255 and No: 663 Organization of the Ministry of Health and its' Affiliates and Duties of the Decree Law art. 24, with certain limits in criminal law and private law has been designed to eliminate the problem.

8 Specific Issues

a) Doctor's duty to inform

The fulfillment of the duty to inform along with some other conditions would save the doctor from being liable (Yenerer Çakmut, 2007: 31).

If the duty to inform hasn't been fulfilled or fulfilled partially the doctor's medical treatment is against the law. With failure to inform about the possible risk, the consent would not make an action lawful.[17]

If the doctor did violate the duty to inform, the consent given by the patient would be against the law. As a result, in terms of private law the doctor would be liable for compensation and sentenced to a punishment according to criminal law (Hakeri, 2006: 43).

The difference between liability exclusion clause and permission

Implementing patient consent forms as an excluding liability clause is against the law. The consent is considered to be invalid if the duty to inform has been failed, the use of written liability exclusion clause does not exclude the doctor's responsibility (Özkan, 2012: 67-68).

Moreover, in reference to the Code of Obligations art. 115/3, a service that requires expertise, profession or art, only if it can be carried out in accordance with a permit issued by the Law or the authorities, pre-made agreements regarding liability exclusion of mishaps are absolutely invalid. Therefore, in this concept, the compensation claims resulting from an act, would be ineffective in courts.

b) Patient's consent

For the doctor's medical intervention to be appropriate to the law, firstly, a legally valid consent must be present and medical intervention should be carried out within the scope of that consent. The consent can be public or private (implied). Although assumed consent, in Turkish Law is accepted, hypothetical consent isn't very common and not accepted. Due to the fact that, Turkey accepted European Biomedicine Agreement, in exceptional cases where that consent was irrelevant (for example, unconscious patient) in terms of Turkish Law was considered as a case where consent would not be an issue.

If the medical intervention exceeds the scope of the consent, for instance, patient's kidney gets removed, while, a patient only consented to a kidney stone removal, the action is illegal. [18]

Also, for consent to be legally valid, it should not be obtained from patient's spouse, children or relatives, but the patient himself or his legal representative in cases where patient is unable to give consent himself. [19]

9 Relevant judicial decisions

9.1 Doctor's Duty to Inform and Validity of Consent

The Constitutional Court in its' decision in the individual application dated 15.10.2015 (Application No: 2013/2084)[20], foreseen that no fulfilment or partial fulfillment of the duty to inform are reasons to invalidate liability exclusion (consent) legally. The decision regarding the fact that, while the patient being treated for in vitro fertilization (IVF), the individual was not informed that there is a risk of suffering from inability to secrete testosterone hormone, osteoporosis, impotency, loss of sexual desire and apathy for the rest of her life after the treatment. The patient, who only agreed to IVF treatment, was exposed to illnesses stated after the operation, and applied to the Constitutional Court for

compensation. The constitutional court decided that the Article 17 of Turkish Constitution was violated as individual has right to protect and develop her tangible and intangible assets, hence decided that local court has to retrial for the elimination of the results of this breach.

9.2 Restriction of Birth via Cesarean

The Constitutional Court, dated 03.10.2013 and the decision held on E. 2012/103 K. 2013/105[21], to make an addition to the art. 153 of No: 6354 The Public Health Law (General Public Health Act) held "The birth via caesarean can be made to a pregnant woman only in cases of medical necessity". Article 17 of the Constitution has been declared to be in contradiction with other laws, therefore the procedure to cancel the relevant provision begun (with 4 members of the opposition) it was decided to reject with the majority of votes. The purpose of introducing the amendment was to support an attitude towards natural birth instead of birth via cesarean.

The rationale of the second plan was the costs followed by the idea of cesarean surgery representing a major financial burden of health care. This subject matter, especially in recent years, has been controlled by political power, both doctors and healthcare organizations, because no matter private or public hospital cesarean birth has been mostly preferred in the cases where government covered all the costs. Here, even if an effective attitude would be present, the incentives to encourage health care organizations to generate income for cesarean section would not be enough; political arrangements would have to be made, public should be allowed to make their own decision and doctor patient relationship must be established purely on trust and have a free nature of the relationship.

9.3 Resolution on Children's Vaccination

In individual case dated 11.11.2015 (Application No. 2013/1789) The Constitutional Court discussed the issues on whether it should be forcefully imposed on parents with full custody to vaccinate their child. Both, the constitutional right to health care and the individual's right to freedom has been evaluated in the context of the right to custody in the light of putting child's life at risk and exposing him to dangerous illnesses while a simple vaccination against contagious diseases can be made, for instance, hepatitis A vaccination is believed to protect. It was held that, except for the cases of medical necessity and concrete risk of harm, an individual with full decision making capacity or (if it's a child) legal representative cannot be vaccinated forcefully without his permission.

In contrast, the contrary decision was held by the Supreme Court about 6 months ago in E. 2014/22611, K. 2015/9162 dated 04. 05. 2015. The grounds of the Supreme Court's decision were that parents prohibiting to vaccinate their child

were not only excluding him from the benefit of being immune to the illness, but also putting the public health at risk.

9.4 Plastic Surgery (Constitutional Court Decision)

It was held by the Constitutional Court on individual matter dated 09.09.2015 (Application No. 2013/7528) that the mandate agreement or a service contract in plastic surgery recognized as discrete should also be evaluated[22].

The Constitutional Court evaluated whether the duty to inform and to examine the patient's body in order to protect his physical integrity has been fulfilled in the case of breast plastic surgery after which scarring and breast deformation and other health problems has occurred. The subject matter in plastic surgery is based on the relationship between doctor and patient, and not often seen as a service contract (exception), where sometimes compensation claims are rejected without evaluation of the doctor's fault despite unsuccessful surgery outcome, the Supreme Court's contradicting decisions are important here.

The Constitutional Court, sated that an individual's appeal could be rejected by the local court on the grounds of "clearly unsubstantiated" when all the legal requirements were met, including the legal doctor patient relationship before the medical intervention and the defect found permissible by Article 17 of the Constitution, where it concluded that personal inviolability has not been violated. The most important aspect of this decision, contrary to the Supreme Court, is that if plastic surgery is accepted as a service contract as an agreement between doctor and individual, it should the state's responsibility to examine the nature of the defect.

9.5 Plastic Surgery (Supreme Court Decision)

In contrast, the Supreme Court 15. HD in its' numerous decisions, held before or after the E. 2005/7988, K. 2006/3417 dated 08. 06. 2006 found that the elimination of deformation in the abdomen after birth where a case with the patient consenting to a surgery and later dissatisfied with the result requesting compensation will be treated as a service contract based on doctor patient plastic surgery agreement. According to the Supreme Court, the purpose of the parties is to state their personal wishes clearly. In the service contract matter the contracting doctor's obligation in science and art rules is to do his job in an appropriate manner in order to meet the patient's expectations. If the desired result has not been achieved despite the non-existence of the doctor's fault, compensation should be granted. The Supreme Court in many cases held that plastic surgery is a service agreement, where if the agreed upon result has not been achieved the doctor should be hold responsible[23].

9.6 Compensation Cases Opened as a Result of an Action by Public Servant Doctor, Directive and Authority

The ruling issue by the Supreme Court General Assembly E. 2013/4- 1575, K. 2015/1102 dated 27.03.2015, where faulty medical intervention performed by public servant doctors resulting in compensation claim, has been analyzed in terms of who it would be claimed against and which courts would deal with an appeal. Here, both the Civil Servants Act 13 and the Constitution art. 129/5 (as in other public services) stated that the claim resulting from failure of public service should not be appealed directly against the public officer, but against the relevant institution as further specified in the Obligation Law "Liability for Wrongful Act" art. 41/1.

Supreme Court LGA (Legal General Assembly) has led out rightly, the following criteria: actions which are not based on a personal mistake requiring compensation arising from administrative actions, in this sense, acting for and on behalf of the public administration would be directed against and covered by the public institution, otherwise in a claim resulting from a personal mistake of the public official addressed against the institution, would be covered, but later reclaimed from the public official doctor. In the same decision, despite being a public official, an action requiring compensation as a result of personal tort or a wrongful action or a crime (sexual assault against the patient by the doctor) unrelated to his service obligations can be brought direct against that public official.

Indeed, the Supreme Court LGA, in the case E. 2012/4- 729, K. 2013/163 dated 30.01.2003 held similarly as described above. In this decision, the basis for the claim was not entirely a personal act even if it was intended to be a personal failure, the mistake was within his duty of care, and therefore the compensation claim was brought against the institution.

9.7 Burden of Proof

The Supreme Court decision in E. 2013/14330, K. 2013/24995 dated 13. HD. 10. 10. 2013 stated that fulfillment of the duty to inform would affect that burden of proof. In this decision, as stated in the doctrine, the doctor's obligation to obtain a patient's consent before the medical intervention establishing an appropriate relationship suitable to law avoiding criminal charges, the duty to inform must be fulfilled. The duty to inform creates condition in advance. The necessity of the duty to inform is adequately made proof on doctor's or hospital's behalf, in cases where doctor/hospital isn’t able to acquire proof, without the need for further investigation, the doctor/hospital will be held responsible for an unlawful medical intervention.

9.8 Compensation Claim opening to the Court

As described above, after the changes made in the Consumer Protection Law art. 3/l on 28.05.2014 all the claims arising from the mandate contracts would be decided by the consumer protection courts and The Law on Consumer Protection. Medical interventions, as a mandate or a service contract (exception) would be falling within the scope of this particular law.

The Supreme Court 13 HD, in 2014/30305, K. 2014/35473 case dated 13.11.2014 stated that compensation cases were not falling under the scope of general courts, but under the consumer protection court's jurisdiction and the issues would have to be resolved under the Consumer Protection Law.

9.9 The Nature of Doctor Patient Treatment Contract

In the numerous number of the Supreme Court's decisions doctor patient relationship would be treated as mandate contract. In this particular contract the responsibility owed by the doctor to patient would be seen as lawyer to the client. The highest point of concentration and attention to detail is expected from a doctor; therefore a slightest mistake would hold the doctor responsible (with the reference to the relevant mandate provisions in the UK). Even when there is an intervening Supreme Court decision, it would be considered as doctor patient freely made agreement, and when assessing whether the doctor should be hold responsible or not, the doctor is assumed to choose minimal risk methods and the cheapest methods and tool implementation[24].

9.10 Retained Surgical instruments

For the last 30-40 years Turkish judiciary has a very tough and rigid attitude towards cases where the surgical instrument has been retained in the patient's body as a result of medical intervention. Due to an unexpected frequency of variety of objects retained in the body as a result of surgical procedures, judicial bodies consciously avoid to make a distinction between malpractice and complications in theory and judicial practice. It doesn't make any difference whether it was the doctor's personal mistake or the principle of trust to a colleague within the same framework, the whole team and especially nurses, faulty or not would be hold responsible.

In many decisions even if a single gauze has been forgotten in the body, it is considered contrary to medical standards and the wrongdoer objectively found liable of gross negligence; and although the local courts would need to refer to an expert for an expertise in order to identify whether the doctor is guilty or not, in the high courts he would be held liable just for the fact of the retained instrument. Turkish judiciary held that there is a presumption of guilt unless proved otherwise, with medical law principles and rules within the framework of specific risks and

outside of doctor patients contract and its' consequences, judiciary would intervene in order for such an incidents not to reoccur or in order to decrease the number of such cases. This tough approach started in 1980's[25], and still continues up to this day.

10 Conclusion

Doctor patient legal relationship both in terms of science and medicine has the least like hood, stated in the provision of Turkish Penal Code (art. 280). Article provision is as follows:

> *"(1) Failure or a delay to report about an offence to the relevant authorities while being on duty by a health professional despite the obvious symptoms shall be punished with imprisonment up to one year.*
> *(2) Health professionals mentioned in the medical statement include dentists, pharmacists, midwives, nurses and other health care providers*."

This material is against the law in many ways, and unfortunately, even with its implementation in medical, legal and social areas, leads to many kinds of abuse and harm. The removal of this provision took place by making new amendment (distinction between victim and suspect) that it's not the duty to report serious crimes, but a right to do so and should be recognized in that way. When a doctor uses this right without hesitation, confidentiality could be achieved without facing charges[26].

Notes

[1] 9. HD. 18. 11. 1991., E. 8375, K. 14336 and 13. HD. 26. 02. 2003., E. 21-95, K. 113 (Hakeri and Unver-Yenerer Cakmut, 2013: 635-636).
[2] 13. HD. 3. 11. 1999., E. 4007, K. 3868.
[3] (Hakeri, 2015: 594). See 15. HD. 14. 02. 2005., E. 3331, K. 698; 13. HD. 05. 04. 1993., E. 131, K. 2741.
[4] 13. HD. 14. 3. 1983., E. 7237, K. 1783 (Hakeri and Ünver-Yenerer Çakmut, 2013: 638-639).
[5] Danıştay. 8. Dairesi. 25. 09. 2000., E. 2537, K. 5508 (Hakeri and Ünver-Yenerer Çakmut, 2013: 623).
[6] 13. HD. 26. 9. 2001., E. 4-595, K. 643. See (Çağlayan, 2007: 49).
[7] 4. HD. 17. 12. 1976., E. 692, K. 11046.
[8] HGK. 26. 09. 2001., E. 4- 595, K. 643.
[9] See. HGK. 15. 11. 2000, E. 4- 1650, K. 1690; HGK. 29. 03. 2006., E. 4- 86, K. 111; HGK. 20. 09. 2006., E. 4- 526, K. 562; HGK. 17. 10. 2007., E. 4- 640, K. 725.
[10] 13. HD. 05. 04. 1993., E. 131, K. 2741.
[11] 9. CD. 7. 10. 1987., E. 13, K. 701 (Hakeri and Ünver-Yenerer Çakmut, 2013: 633).
[12] 13. HD. 05. 02. 2007., E. 16810, K. 1248.
[13] For more details see (Ünver, 2006: 236).
[14] 4. CD. 12. 11. 2003., E. 28399, K. 11352 (Hakeri and Ünver-Yenerer Çakmut, 2013: 624).
[15] Moreover, according to an actual action, force or crime restriction of liberty has occurred. (Hakeri, 2015: 762).

[16] See. 9. CD. 24. 12. 2008., E. 17443, K. 14064 (Hakeri and Ünver-Yenerer Çakmut, 2013: 621).
[17] 4. HD. 7. 3. 1977., E. 6297, K. 2541 (Hakeri and Ünver-Yenerer Çakmut, 2013: 649).
[18] 4. HD. 5. 3. 1971., E. 10853, K. 2096 (Hakeri and Ünver-Yenerer Çakmut, 2013: 650).
[19] See (Ünver, 2006,: 240).
[20] R.G.: 18. 12. 2015., S: 29566.
[21] R.G. 17. 12. 2014., S: 29208.
[22] R.G. 22. 10. 2015., S: 29510.
[23] For Example 15. HD. 03. 11. 1999., E. 4007/, K. 3868 (YKD 2000, C: 5, sh. 723- 724); 13. HD. 05. 04. 1993., E. 131, K. 2741 (YKD 1994, C: 1, pp.: 79- 80).
[24] Like the same 13. HD. 14. 03. 1983., E. 1982/7237, K. 1983/1783 (YKD 1983, C: 7, pp.: 1036- 1037).
[25] See: 13. HD. 14. 03. 1983., E. 1982/7237, K. 1983/1783 (YKD 1983, C: 7, pp.: 1036-1037).
[26] For Recommendations see (Ünver, 2007: 137) vd.; (Ünver, 2014: 326-349).

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