

- property content;
- additional character (exception - guarantee);
- are established by law or agreement;
- aimed at encouraging the debtor to properly discharge the obligation;
- can provide only valid obligations.

References:

1. Блажівська, О. Є. Історія кодифікацій цивільного законодавства на українських землях (1797 – 1991 роки) [Текст]: монограф. / О. Є. Блажівська. – Кам'янець-Подільський: Друкарня «Рута», 2014. – 576 с.
2. Кодифікація цивільного законодавства на українських землях [Текст]: [у 2 т.] / [уклад. Ю. В. Білоусов, І. Р. Калаур, С.Д. Гринько та ін.]; за ред. Р. О. Стефанчука та М. О. Стефанчука. – К.: Правова єдність, 2009. – Т. 2. 1240 с.
3. Підпригора О. А. Римське право [Текст]: підруч. /О. А. Підпригора, Є. О. Харитонов. – К.: Юрінком Інтер, 2003. – 512с.
4. Цивільний кодекс України від 16.01.2003 р. (зі змінами і доповненнями) // Сайт Верховної Ради України. URL: <https://zakon.rada.gov.ua/laws/show/435-15>
5. Цивільний кодекс України: Науково-практичний коментар [Текст] / Є. О. Харитонов, І. М. Кучеренко, І. О. Харитонova та ін.; за ред. Є. О. Харитонova. – Х.: Одиссей, 2006. – 1200 с.

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INSTITUTE OF ENGAGEMENT IN THE FAMILY LAW IN RUSSIA-UKRAINE AND IN LITHUANIAN-RUSSIAN STATE

Nowadays the development of the legal system requires profound study and reflection of historical experience. The avoidance of the legal definition of marriage is typical for the national sources of law in many states. The questions of marriage and family relations in the process of development and establishment of our state are the most relevant, since they have become the basis of the formation and development of society as a whole.

The scientists such as M. Hrushevsky, I. Krypyakevich, I. Belyaev, M. Vladimirsky-Budanov, V. Sergiyevich, V. Shulgin, S. Yushkov, N. Pushkarev, N. Belyaev and others paid a great attention to the study of the question about marriage and family law in their works.

The purpose of the scientific research is to reveal the features of the Institution of Engagement in the Family Law in Ukrainian Russia and the Lithuanian -Russian state.

In accordance with the general legal concept, a marriage can be considered as a voluntary union of a man and a woman, as a result of which a special marital relationship is established between the persons who are married. Family law includes a number of institutions that are organically interconnected by common principles. Creating a unified and clear system, Family Law is a part of an integrated system of law. Modern institutions of Family Law in Ukraine are under reconstruction. Today, the laws of many countries contain rules that prior to marriage. However, the order of engagement and the legal consequences of the waiver of marriage are different. Marriage is the central institution of Family Law and one of the most important achievements of mankind. Therefore, comparative evaluation of certain aspects in the field of marriage in Ukraine and the Federal Republic of Germany will contribute to the effective improvement of domestic legislation through the formation of the most rational approach to the issue of conditions of validity and registration of marriage.

«Ruska Pravda» doesn't contain special articles that regulate family-marital relations, except for Article 1 (Short version), which refers to relatives related to the right and duty of blood revenge. With the adoption of Christianity Marriage Law was largely borrowed from Byzantium (for example, marriage age), at the same time it retained a lot of original features. Byzantine law determined the marriage age (adolescence) for boys - 14-15 years old, and for girls - 12-13 years old. At the conclusion of the marriage, at the time of the «Ruska Pravda» validity a great attention was paid to the free expression of the parties when marrying, there should be the consent of both the brides and their parents, proof of the lack of blood relationship. In most cases, parents listened to the wishes of children, but despite the freedom of brides choice, there was a decision to marry only with the permission of their parents. Without parental consent, the marriage could not become valid, and if there were such marriages, it was considered

to be an anomaly. Therefore, the final decision has always been for parents [2, p.47]. It was the agreement between the parents of young people about the intention to marry children which was the basis on which all further relations were formed. Such an agreement became a pretext for matchmaking, when parents or relatives of the groom sent matchmakers to the family of the bride with a proposal for marriage. As a traditional custom, after the matchmaking, there were visits, when the bride's parents came to the apartment where the future family was going to live, and assessed the property of the groom. If the family of the bride was not satisfied with something, they could break the preliminary agreement for the future marriage[1. p. 47] Such arrangements were called "a row" and could be concluded either verbally or in writing form. Engagements took place on the "row" – statements of consent of the bride to marry. During the engagement they agreed on the distribution of expenses for the preparation of the wedding, wedding gifts, the dowry of the bride and the share of the son in the case of separation of the young family from his father, etc. Byzantine marriage law considered the engagement inseparable.

A significant achievement of European civilization is recognition of the right of a person to privacy. So the appeal to studying the private life of a society is useful and relevant. In this context, it is necessary to study the Lithuanian-Russian law of the XVI century, as during the "long XVI century" the formation of the legal, economic, and social foundations of the early modern times took place on the Ukrainian lands, as well as throughout Europe. Among the institutes of Private Law there was an important Institute of marriage and family law – the Institute of engagement. There are no special works devoted to the research of the institution of engagement in the Lithuanian-Russian law, mainly they have been contagious in the context of the general study of marriage and family law in the Lithuanian-Russian day. Existing sources - normative legal and law enforcement acts of the XVI century provide the valuable material for conclusions about the role of engagement in the system of marriage and family relations. Lithuanian-Russian law was formed on the basis of Russian law and developed a number of its norms, including those that regulated engagement. The guards were considered the groom and the bride who agreed to marry. The agreement was often accompanied by the fact that the brides, their parents or guardians provided a third party or court

with a certain amount of money - a ransom guaranteeing the fulfillment of the terms of the agreement [6, p.97]. In the case of engagement violation by one of the parties, the other party could sue to the church spiritual court, which freed the injured party from his or her obligations, and charged the amount of money [3, p.8]. The agreement of minors who have not yet reached the age of marriage, was practiced widely by their parents or guardians. Since then, these young people were considered as "engaged". Thus, the institution of engagement was known in Russian-Ukrainian lands even from the Customary Law. After the baptism of Rus' in Russian law in the range of marital and family relations, the canon law was significantly influenced and the institution of engagement was legally secured. In the Lithuanian-Russian law, engagement played a prominent role, which was supported by Secular, and Canon law [7, p.127]. The fact of engagement influenced not only on non-property, but also on the property relations of interested persons. Thus, Ruska Pravda did not contain special articles regulating marital and marital relations (except Article 1 of the Short Edition), and in the Lithuanian-Russian law, the conditions and procedure for marriage, including engagement, remained insufficiently investigated. Also in the Lithuanian-Russian law, the groom and the bride, who gave consent to marriage, were considered as the guards, and in the "Russian Truth" it was necessary for the consent of the father to be given, then the groom and the bride were considered as the guards. In general, Lithuanian-Russian law has developed on the basis of Russian law and developed a number of its norms, including those that regulated the institution of engagement.

References:

1. Пушкарёва Н. Женщины Древней Руси. – М.: Мысль, 1989. - С. 126.
2. Российское законодательство X-XX веков. В девяти томах. Т. 1. Законодательство Древней Руси. – М.: Юрид. лит., 1984. – 432 с.
3. Старченко Н. П. Шлюбна стратегія вдів і кілька проблем навколо неї (шляхетська Волинь кінця XVI ст.) // Київська старовина. – 2000. – № 6. – С. 41.
4. Статути Великого князівства Литовського: [у 3-х т]. – Т. 3. – Кн. 2. Статут Великого князівства Литовського 1588 року; за ред. С. Ківалова, П. Музиченка, А. Панькова. – Одеса: Юридична література, 2004.
5. Кушинська Л. Становлення державного права і племінна звичаєва традиція у Київській Русі (кінець IX – X ст.) // Історія України - 2000. - № 38. – С. 38.

6. Максименко М. О. Русская Правда и литовско-русское право // Академічна юридична наука / За ред. Ю. С. Шемшученка. - К.: Ін Юре, 1998. - С.3 06-316.
7. Ухач В. З. Історія держави і права України: Навчальний посібник (конспекти лекцій). – Тернопіль: Вектор, 2011. – 378 с.

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PROBLEMS OF THE IMPLEMENTATION OF ALTERNATIVE LIABILITY

According to Art. 526 of the Civil Code of Ukraine, the obligation must be fulfilled properly in accordance with the terms of the agreement and the requirements of this Code, other acts of civil law and in the absence of such conditions and requirements due to the customs of business turnover or other requirements which usually apply.

An alternative commitment has the complexity of the subject and the implementation mechanism (due to the presence of a special component - choice), so it is necessary to consider the conditions associated with these features, ensuring its proper execution.

There is a question about the possible implementation of an alternative commitment by a third party. Thus, according to Part 1 of Art. 527 of the Civil Code of Ukraine, the debtor must fulfill his duty and the creditor will accept the performance personally unless otherwise specified by contract or by law does not follow from the essence of the obligations or practices of business turnover.

At the same time, in accordance with the provisions of Art. 528 of the Civil Code of Ukraine, fulfillment of the obligation by the debtor may be transferred to another person if, from the terms of the contract, the requirements of this Code, other acts of civil law or the substance of the obligation do not arise from the obligation of the debtor to fulfill the obligation personally. In this case, the creditor is required to accept the