

of Inter-American Commission and Court, fixing of all rights in such documents as American Convention and American Declaration is really effective way of protection human rights from their breach.

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## **THE RIGHT TO RECOURSE AS THE RESULT OF A SOLIDARITY OBLIGATION ACCORDING TO THE CIVIL LEGISLATION OF UKRAINE**

According to the article 509 of the Civil Code of Ukraine, obligation is a legal relations in which one party (debtor) is obliged to take a certain action (to pass a property, to do the work, to provide some services, to pay money etc.) in behalf of the second party (creditor) or to refrain from committing a certain action (negative obligation), and creditor has the right to demand committing debtor`s obligation.

The subjects (parties) of obligation are debtor and creditor who have a certain ambit of rights and obligations. There are cases when there are several subjects on the one side. Solidarity obligation belongs to the civil obligation with the plurality of subjects. According to the solidarity obligation creditor has the right to demand the fulfillment to any debtor in full. As a result, this debtor gets the right to recourse to other debtors. This right allows to equalize the legal position of all subjects.

The purpose of the scientific research is to find out the features of the right of recourse arising as a result of the performance of a solidary obligation.

The institute of recourse obligation was the research subject of Y.V. Zhuravlyova, E.O. Sukhanov, O.V. Zhyla, L.A. Lunts, O.S. Joffe and others scientist. The recourse obligation is an obligation by virtue of which one person who has payed to the third person (creditor) a certain amount of money due to the debtors fault has the right to demand reimbursement amount from the debtor. The right to recourse has the derivative character and is based on the fulfillment of another obligation [1, p. 281].

According to Y. Zhuravlyova, one party of the recourse obligation has the right to demand from the other party to return the valuable property or the amount of money that were transferred by the first party to the third party [2, p. 17].

According to the first part of the article 544 of the Civil Code of Ukraine, debtor who has fulfilled solidarity obligation has the right to recourse to each of the other solidarity debtors in the equal parts without the part of the first debtor, unless otherwise provided by the contract or law.

O. Zhyla points at the fact that it is inappropriate to identify the obligation in which there are three parties with the recourse obligation. The recourse obligation has only two parties and one of them must be related to a certain legal relationship with the third person [1, p. 279-284].

There are two parties in the recourse obligation: creditor and debtor. The one or all of its subjects are also the parties of the main obligation. The feature of the legal status of the creditor is that he was a debtor in a solidarity obligation before, and the fulfillment of this obligation has led to the emergence of a recourse obligation.

The repayment on the behalf of the debtor (debtors) in favor of a new creditor is the object of the recourse obligation. The restoration of the disturbed equilibrium is achieved by the right to recourse [4, p. 67].

Recourse obligation may be partial provided that there are two and more debtors, and solidary if there are two debtors. In the first case, the debtors fulfill obligation in the equal shares. In the second case, one debtor who fulfills the duty of the main obligation has the right to demand the solidarity realization from the other debtors.

There are cases when one of the debtors of solidary obligation fulfills only some part of the requirements. Does the recourse obligation arise? Some scientists consider that it is possible.

V. Sloma says that if one of the debtors has satisfied the requirements of the creditor in part, the solidary obligation is discontinued. The recourse obligation arises in the case when one of the debtors fulfills the main obligation [3, p. 94].

So, the recourse to the solidary obligation is the right of inverse requirement of one party to another party of the obligation. Valuable property and the amount of money belongs to the content of the inverse requirement. Recourse obligation has its own specific features:

- has the derivative character and is based on of the main (solidary) obligation;
- one or all of the subjects are also the subjects of the main obligation;
- arises from the moment of the proper execution of the main obligation at least by one debtor.

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## **THE LEGAL NATURE OF CURRENCY CONTROL IN UKRAINE**

Ukraine is one of the countries with strict rules of currency control. They are mainly caused by political and economic crises of the last years.

Despite the widespread use of the term "currency control" in the research literature and practice, the research in this area is characterized by the lack of clear approaches to the interpretation of the essence of the concept, the correct understanding of its content.

Currency control is one of the components of the system of currency regulation in Ukraine. Currency control can stimulate or restrain economic development of the state. In order to improve the system of currency control, leading scientists and practitioners are invited to liberalize the legislation in this area. In particular, special attention is paid to the adaptation of domestic currency legislation to EU requirements and standards. The question of legal regulation of currency control has been repeatedly considered in scientific literature, but it was not sufficiently investigated as a separate, holistic phenomenon.

Law does not establish the concept of "currency control", but in legal literature there is no consistent understanding of this category. It should be emphasized that in the theory of financial law, currency control refers to types of financial control. In this case, the nature of controlled relations, financial control is divided into separate institutional types, distinguishing controlled actions, by the nature of institutions of a special part of financial law.

Different scholars have different interpretations currency control is part of financial control or, on the contrary, is an independent form of state