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PROSPECTS FOR THE INTRODUCTION OF CONSUMER BANKRUPTCY IN UKRAINE

Bankruptcy of an individual who is not a business entity is well-known abroad, but it is new to the national legislation. Most countries effectively using the procedure of consumer bankruptcy and help to resolve the issue of repayment of bad debts of the borrower to the lender. Therefore, the test questions are important for Ukraine.

Introduction individual bankruptcy really could resolve the question of the relation between the creditor and the debtor. Also, consumer bankruptcy could help avoid long-term, and in some cases life-long benefits of debt and help in get-

ting the lender of its own money.

Since the financial crisis was started in Ukraine, deputies have made more than one attempt to legislate the mechanism of individual bankruptcy. The first steps were in 2009 and 2011.

The state should not be just an observer in this situation, it is obliged to intervene and help conscientious borrowers who have lost the ability to perform debt. As a result, new law on bankruptcy of individuals (so-called «consumer bankruptcy») will help the debtor to pay the debt and restore normal life and to the lender a guarantee of fair debt payments.

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DISTINCTIONS OF THE GUARANTOR'S RECOURSE CLAIM AGAINST THE PRINCIPAL

This article is dedicated to examination of distinctions of the Guarantor's recourse claim, who has fulfilled the guaranteed obligations. It's deduced that the Guarantor's rights on the recourse claim against the Principal and such claim value are conditioned by the contract provisions between the Guarantor and the Principal or other person, under request of which the guaranty is granted.

Characteristic aspects of the procedure on determination of the Guarantor's recourse claim value were examined. It's deduced that according to a general rule the Guarantor shall have a right of exoneration against a debtor relating only those amounts, which were actually paid by the Guarantor to the Creditor. However, in event of breach of the debtor's obligation to return relevant funds

as the recourse, the Guarantor shall be entitled to claim from the debtor a damage payment. Additionally, the recourse claim value may be determined by the Guarantee Agreement. Issues on value of the Guarantor's recourse claim

against the Principal including remuneration of the Guarantor shall be settled in the agreement between the Guarantor and the Principal in order to avoid unreasonable enrichment of the Guarantor for the account of the Principal.

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WAYS OF DETERMINATION OF LEGAL NATURE OF CONDITIONS OF THE ECONOMIC AGREEMENT IN THE PERIOD OF SOVIET UNION

In the process of development and establishing of the institute of economic agreement approaches to its conditions, which comprise its content differed at every stage of its historical evolvement. Due to the fact that the concept of economic agreement was researched intensively in the period of the Soviet Union, we believe that the results of such researches influenced the notion of economic agreement and its conditions in the Ukrainian legal system and, therefore, they should be analyzed in more detail.

The scientists distinguish three periods of development of the institute of economic agreement in the Soviet Union. The first one is related to the initial attempts of separation of the economic and civil agreements. During the second period the concept of economic agreement was criticized and as a result only civ-

il agreement was used in the sphere of both: private and economic relations. The third period is related to reappearance of the concept of economic agreements and this stage is also rich for the scientific researches of the issues of the place of economic agreements in the economic system of the Soviet Union.

As for the concept and classification of the conditions of economic agreements in the period of the Soviet Union, please note that the scientists of this period distinguished three groups of the respective conditions: essential, ordinary and casual conditions. The number of the conditions of economic agreement was bigger than the conditions of the civil agreements, which was determined by the sophisticated economic nature of economic agreements that required proper legal regulation.