

implemented. The main problem, in my opinion, is the wrong policy of those who exercise power, namely the wrong choice of priorities to address the most pressing public issues, and sometimes the lack of knowledge of the legislature and the executive ability.

So, summarizing the above, I can state the fact that the only problem of modern democracy in Ukrainian society is the problem of implementing the rule of law. It is manifested in: contempt of the citizens of Ukraine to the national law, the spread of legal nihilism, and the wrong policy of the government that the establishment of priority vectors of development and methods of achieving this development. The set of such “trifles” forms the layer of problems that are reflected in the implementation of the principle of democracy in Ukraine. The level of democracy is manifested through the socio-cultural development of the people.

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GOOD FAITH IN POSSESSION IN ACQUISITIVE PRESCRIPTION

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The evidence of state democracy in modern conditions is the balanced society and harmonious relations between the state and its citizens. Protection of ownership of citizens belongs to the fundamentals which ensure the stability and resilience of the functioning of society and its economic relations. Today, in Ukraine there are various ways to acquire property rights, but not all of them have the same efficiency.

One way to acquire ownership of movable and immovable property in accordance with Art. 344 of the Civil Code of Ukraine is the usucaption or acquisitive prescription. Thus, a person that bona fide came into possession of somebody’s property and continues to possess the immovable property during ten years and movable property during five years shall acquire the ownership right in this property (acquisitive prescription), unless otherwise stipulated by this Code.

The indicated method allows the society to return the property the owner has lost interest of, has not used and cared for into the civil circulation. The method also allows to acquire the ownership right for those who have received it in possession, taken care of it.

At the same time, as a result of the absence of a clear interpretation of the contents of the acquisitive prescription, given by scientists and judicial practice, the institute, known since the times of Roman law, has no practical application in Ukraine for a very long time.

In accordance with Article 344 of the Civil Code of Ukraine, the definitions distinguish two main features of the acquisitive prescription - the fairness of possession (subjective) and the expiration of legally established terms (objective).

The most controversial for understanding turns out to be the feature of “good faith in possession”, which was interpreted by the Roman law as the belief of the possessor that he does not violate the rights of another person.

Nowadays an understanding of good faith in the acquisitive prescription is more complicated, which has led to a complexity of the enforcement of this law. K.I. Sklovsky notes that good faith in possession of acquisitive prescription is possible only if the estate is received on the right of procurement / disposition [1]. This applies to the cases when a person has received the property by the deal, which was substantially recognized as invalid or was worthless since its conclusion. And the requirement to return the property by the owner was not received by the possessor.

N.N. Misnik proposed to understand the good faith in possession in such a way that the illegality of its possession is first known to the owner from the moment of acquiring property. ... Ownership should not occur as a result of unlawful actions or a person should not know that he / she acts unlawfully while acquiring possession. This should be an actual (unexplored) possession that has arisen from any statute-established reason that eliminates the wrongfulness of the actions of this person, or as a result of unlawful actions, the person did not know and could not know about their unlawfulness while carrying out them [2].

D. Luspenik draws attention to the fact that in the Civil Code of Ukraine the definition of good faith concurs with the definition of innocence and, conversely, the unscrupulousness concurs with the notion of guilty. Such conclusions are driven from the article 390 of the Civil Code of Ukraine that characterizes an unscrupulous acquirer (owner) as a person who knew or could know that he / she possesses property illegally. Based on this, we can talk about a deliberate or careless form of unscrupulousness [3]. So the acquisitive prescription cannot be applied to those persons who gained their possessions illegally or are unfair acquirers.

The most justifiable understanding of good faith in the acquisitive prescription is seen in cases, when the possessor has acquired property in the will of the owner, but according to an invalid (void) transaction, and the limitation period at the request of the application of the consequences of the

invalid transaction has passed. Even if the acquirer knows the reasons for the invalidity of the transaction, the acquisition is not excluded.

Such theoretical understanding directly contradicts the position of the Supreme Court, set out in the Resolution of November 07, 2019 in the case No. 333/3330/18. In the specified resolution, it was established that the basis of good faith in possession cannot be, in particular, any agreement that mediates the transfer of property to a person in possession (possession and use), but not in property. Possession of the property under the contract, which mediates the transfer of property to a person in possession (possession and use), but not in ownership, excludes the possibility of acquiring property in acquisitive prescription, because in this case, the possessor holds the property but does not own it.

If the possessor knows or should know about the wrongfulness of taking possession of someone else's property (including the grounds for the invalidation of the contract), then, despite any term of continuous possession of another man's property, he / she cannot acquire it because there is no such condition as good faith in possession [4].

It is possible to conclude that the theoretical understanding of good faith was not accepted by practice. The alternative understanding approaches were not proposed. It is necessary to continue discussing and developing the interpretation of good faith at the theoretical and practical levels in order to establish a fair balance between the interests of a non-possessing owner and a possessing not-owner and protect the property from its disappearance from turnover.

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FEATURES OF LIBERAL DEMOCRACY IN MODERN ERA

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It is a well-known fact that democracy is the most widespread type of political regime around the globe. However, democracies may vary according to