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*Summary: The contract of disposal of an inheritance in Polish inheritance law*

This is a presentation to illustrate the contract of disposal of an inheritance in Polish inheritance law. The contract of disposal of an inheritance is regulated in Articles 1051-1057 of the Civil Code, and its legal construction contains elements pertaining to both contract and inheritance law. This institution has its origins in the Roman law, and with the development of awareness of legal participants, it is gaining importance.

A contract of disposal of an inheritance is characterized by the transfer of the property from one heir to another under a single legal act. There is no need to transfer individual assets in the inheritance, including receivables and debts. The buyer of the inheritance enters the rights and obligations of the seller, i.e. the heir. The contract in question has binding and dispositive effects unless the parties have agreed otherwise. This means that when it is concluded, the purchaser of the inheritance becomes the subject of the rights and obligations that previously belonged to the heir. As a result of the conclusion of the contract, there is universal succession, since the person acquiring the inheritance enters the rights and obligations of the property included under the inheritance. No other contract under the Civil Code has a similar effect. The conclusion of the redistribution agreement itself also seems very simplified. The transferor of the inheritance does not need to present a document stating the acquisition of the inheritance, as a rule, no obligation to specify the various components of the inheritance, and the inheritance itself does not need to be released at the time of the conclusion of the contract to the purchaser. Due to the minimum of paperwork needed to dispose of the inheritance, it makes it possible to quickly dispose of the inheritance by a person who has no interest in the inheritance.

The main research objective is to analyse and evaluate the legal regulation of the contract of inheritance disposal. This issue is considered from the historical point of view of the Roman law, though the current norms lies in some European legal systems, and primarily due to the provisions of the current Civil Code.

The present study comprises of five chapters, which in turn consist of subchapters. The first chapter covers the basic principles applicable to contracting and inheritance. The principle of freedom of contract, as a guiding principle of civil law, is discussed, as well as the principle of universal succession, related to the law of succession, and the law of inheritance itself.

The next chapter of the dissertation presents inheritance contracts in general, including those found in ancient laws and those occurring today.

The third chapter deals with the disposal of inheritance in Roman law and in selected contemporary legal systems - France and Germany.

The last three chapters of the dissertation - the fourth, fifth and sixth - are devoted to the consideration of the contract of disposal of the inheritance referred to in Article 1051 of the Civil Code. In this part of the dissertation, most space is devoted to defining the parties to the contract, the subject of the contract, its legal construction, the form of the contract, the powers and duties of the purchaser of the inheritance, the liability of the purchaser of the inheritance, the exclusion of the liability of the transferor of the inheritance under warranty and the transfer to the purchaser of the inheritance of benefits and burdens associated with the objects belonging to the inheritance. Unlike an agreement to dispose of a specific asset belonging to the inheritance, the consent of the other heirs is not required to dispose of a share of the inheritance.