ESSENTIAL AND TEMPORAL DIMENSIONS OF THE MATERIAL LEGAL RELATIONSHIP

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Summary

The paper provides a general description of the relationship regulated by law as a condition of movement and a way of concretizing relations in society. The thesis is defended, according to which a significant role belongs to the legal relationship and in the concretization of the duration of the social relations regulated by it. The content of civil relations in the regulatory state is studied in detail. It is established that the subjective right, which belongs to its holder, must correspond to the specific obligation of the obligated person. It is proved that the content of the possible behavior of the right holder is manifested both through domination over the debtor by demanding certain of his behavior, and through the own active behavior of the commissioner. As a result, legal relationships create specific social opportunities for legal entities to meet certain needs, either through their own actions or those of others. This is confirmed by the analysis of temporal factors inherent in the subjective substantive law of the individual. Proper regulation in this area is to ensure that the authorized person has a real opportunity to exercise his subjective right within an adequate and appropriate period. If the duration of the subjective right is not explicitly stated, reasonableness criteria should be used to calculate the duration or exercise of a particular subjective right. The interrelation of the subjective substantive law of its bearer with the legal obligation of the obligated person is the main purpose and role of the legal relationship. Subjective law must be exercised during the time during which it exists. Exercising outside the law is not an abuse (because the law no longer exists), but a habitual civil offense.

Keywords: regulatory legal relationship, term of substantive law implementation.

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1. Introduction

Social processes and phenomena, human activity, public policy, lawmaking and law enforcement occur over time. In other words, any social relations, including those regulated by law, are subject to temporary influence. They have a certain duration, sequence and temporal relationship. Time characterizes not only external phenomena in relation to the observer, it is also inherent in the internal nature of man. Thus, in modern science it is customary to emphasize not only the reality of purely physical manifestations of life, but also on its socio-historical aspects. In fact, giving time only a physical interpretation of duration, period or period, it is not possible to cover all its multifaceted manifestations. No matter how objectively the course of time, its perception, determination of the influence on the state of matter, in the end, the study of temporal manifestations is possible only if this phenomenon is reflected in human consciousness. After all, the existing order of processes covers the progress of society, community, and, ultimately, the very lives of individuals.

Being further formalized as legal relations (legal relations), the new relationships move to the sphere of regulation by appropriate legal mechanisms. F.C. Savigny once noted that in each legal relationship can be divided into two parts: first, the matter, ie the relationship itself, and, secondly, the legal definition of this matter. The first part can be called a material element of the legal relationship, or pure fact in it, the second – a formal element, i.e, that raises the actual relationship to the legal form (p. 458). The forms of movement of matter that give certainty to the legal relationship, in the first place, include temporal factors that ensure the effectiveness of law. In constructing specific material relations, the parties to the transaction, determining their content, take into account the temporal criteria of the respective subjective rights and obligations, most adequate to their own private or public (if the legislator sets deadlines) needs. And these needs can be determined taking into account the factor of social time *(Guyvan, 2014, p. 47)*. As participants in various relationships in society and with each other, people not only know, but also enjoy time differently. Thus, we can conclude about the necessity and importance of human influence on the process of learning about nature through its connection with it.

All social and legal processes and relations take place in only one direction – from the past to the future, passing "in transit" through the present. This direction of material phenomena is subjective and does not depend on the consciousness of people who perceive these processes. The growing influence of time on the development of social relations, including those of a legal nature, leads to the need for a broader scientific analysis of existing temporal categories, giving them more efficiency and adequacy. Law, the process of rule-making, and the social relations regulated by them also exist in time. They arise, change and cease during periods that have specific human temporal coordinates. Legal norms, in turn, determine the temporal parameters of certain material relations. The law quite often includes in the disposition of the norm such temporal factors as "timely", "early", "on time", "immediately", "statute of limitations" and so on. Within the existence of a specific legal relationship, the components of their content are also limited in time: the subjective rights and legal obligations of the participants. Such temporal regulation of the content of legal relations provides a legal impact on the appropriate behavior of the subjects of social interaction.

The aim of the study. It has long been considered in society that the inaction of an authorized person is socially unacceptable and has certain undesirable consequences. However, this social need has not been fully realized through legal instruments. Today, science convincingly proves the need for different legal deadlines for the implementation of subjective substantive law, because, as a rule, the legislator considers it necessary to limit the existence of a duty and the relevant substantive rights and obligations that constitute its content. Currently, in our civil science and law enforcement practice, there are ongoing discussions on the assignment of various specific deadlines that determine the duration of certain powers or responsibilities of a person for certain types. The issue of determining the legal essence of the civil law term is becoming increasingly important. Therefore, the aim of this work is to develop adequate time approaches to the regulation of civil relations in society.

Material and research methods. Norms of private law are designed to regulate the relationship that arises in order to satisfy the private interest, because it is necessary in every act *(Azimov, 1999, p. 19)*. Thus, in civil relations, subjective rights and responsibilities are usually formed at the will of their bearers. Consequently, the setting of the duration is also determined by the subjects themselves as a result of the expression of their will. If the counterparties have not agreed on the terms of the relevant interaction, the temporal criteria for the validity of their rights and obligations, enshrined in law (the so-called principle of application of dispositive rules) are used. And only occasionally does civil law resort to the imperative in regulating the duration

of social relations. The volitional nature of the relationship established by the participants themselves or by the competent law-making or law-enforcement bodies is beyond doubt. As a result of willful and conscious legal actions of subjects of law, deadlines bear the imprint of the subjective, but, if they are established, they already exist objectively *(Luts, 2003, p. 4).*

2. The essence of the legal relationship as a container of subjective rights and responsibilities

Legal relations are a condition of movement and a way to concretize social relations, in particular, the subjective composition of the latter, the functions that their participants have in relation to each other *(Joffe, 2000, p. 522).* It is a legally regulated and state-protected social relationship, the participants of which act as bearers of mutually corresponding legal rights and obligations. When a relationship is governed by law, the behavior of its participants becomes interconnected and legally fixed. Legal relations are also social relations in which, due to the existence of law (a set of legal features), other social relations are expressed, arise, change and cease to exist *(Bierling, 1883, p. 33).* The parties to the relationship act as bearers of subjective rights and responsibilities. A significant role belongs to the legal relationship and in specifying the duration of social relations governed by it. There are different views in the literature on the essence of subjective civil law, which is part of the legal relationship. Thus, G.F. Shershenevich pointed out that the main factor for subjective law is to determine what is prohibited to the subject of duty. And from this follows the possibilities of the subject of law (p. 574). F.K. Savigny held approximately the same position. He noted, in particular, that the free will of the holder of a subjective right should be manifested in his domination, but the latter should be directed not to all the behavior of the obligated person, but only to his individual action. This action will then be subject to the will of the creditor, as an exception to the general freedom of the obligated subject. This attitude of domination over a certain action of another person is called an obligation (p. 462).

In other words, this legal position was, in principle, that the content of the possible behavior of the right holder is manifested solely through the positive actions of the obligor and is not realized through the own active behavior of the commissioner. However, there is no doubt that certain powers can be exercised by a person only through independent positive actions, while the obligated subject must refrain from any actions that prevent this. For example, the tenant's exercise of the authority to own and use property is due to his active actions, while other persons are deprived of the right to prevent him from doing so *(Saitgalina, 1999, p. 31).*

In view of this, S.N. Bratus noted that the content of subjective law is not only that it is forbidden to do the obligated person, but also in the behavior allowed to the subject (p. 33). Disagreeing with this definition, Ioffe pointed out that subjective law does not establish permissibility, but the possibility of certain behavior of its bearer. In other words, according to the scientist, the subjective right is not limited to the authorized actions of the commissioner, but to ensure the possibility of these actions, which is achieved through legal means to guarantee certain necessary behavior of obligated persons. Thus, the subjective right is always the right not to one's own, but to others' actions *(Joffe, 2000, pp. 558-559).* However, the scientific doctrine of the content of subjective substantive law continues to develop, and currently the most balanced is its legal interpretation, which determines not only the behavior of one of the participants in the relationship. Subjective law encompasses two elements in their interconnection: the ability to determine one's own behavior and the requirement to behave properly from holders of legal

duty. In this case, rights and responsibilities are measures of possible and necessary behavior, not the behavior itself. In other words, legal relations create specific social opportunities for subjects of law to meet certain needs or their own actions or the actions of others and are provided by the hypothesis of legal norms ideological social relationship, which is expressed in mutual legal rights and responsibilities of subjects of law *(Rabinovich, 1999, p. 127).*

This legal position has now found widespread support in our civilization *(Slipchenko, Smotrov, Kroytor, 2006, pp. 26-27).* The correctness of this approach, in particular, is confirmed by the analysis of temporal factors inherent in the subjective substantive law of the individual. After all, acts of civil law much more often do not limit the time of existence of the subjective right, but set the terms (deadlines) of performance of the obligation by the debtor. For example, periods of fulfillment of obligations in such civil agreements as contracting, supply, transportation are mandatory essential factors, the condition of the period of fulfillment of obligations may be contained in contracts of lease, sale, storage, etc. And, although the term of performance of the obligation by the debtor may not be set by agreement of the parties, this does not mean that the obligation does not have a term of its implementation. In this case, the debtor's obligation to perform the obligation arises at a specific time or immediately after the creditor's claim, which the latter may present at any time. Thus, almost every binding legal relationship has a certain period for the fulfillment of the obligation by the debtor: it can be specified in the contract for a period of time or term, or indefinite. In both cases, this period has an initial and final date.

As has been repeatedly noted in the legal literature, an important feature of subjective substantive law is to ensure the real possibility of its implementation by the entitled person. At the same time, it is important that the set of legal norms that regulate certain relations should be sufficient for a clear and concise expression of the will of the legislator. Incompleteness, gaps in the law, as well as its "overload" create conditions for different law enforcement *(Krasavchikov, 1974, p. 6).* This fully applies to the legal designation of temporal factors of subjective law. Indeed, there can be no civil rights with indefinite content or those that do not involve their physical exercise. The same applies to subjective rights with a lifetime of zero. Therefore, every substantive right must have a period of validity during which it can be exercised. Therefore, the duration of a subjective right cannot be "immediate". In our opinion, the content of the relevant concept should be clarified. First, although the law uses this term to describe the time during which the debtor must perform the obligation, it still fully applies to the time of existence of the subjective right of the creditor. After all, an action in the time of subjective duty corresponds to the same action of subjective civil law. And, as mentioned above, civil law cannot exist for a moment, because the initial and final terms of instantaneity coincide. Secondly, we must agree with the opinion expressed in the scientific literature that when the legislator considers it necessary immediate (immediate) fulfillment of the obligation, the term should be understood as the minimum reasonable time required to perform a specific action to achieve subjective law *(Bodnar, 2004, p. 210).*

3. Temporal characteristics of subjective law

The term of existence of a subjective right may be determined not only by transactions, but also by law and other legal acts, in particular, administrative. Expressed normative rules must be comprehensive and clear when the concept set within its boundaries, separated from all related, words and expressions are accurate, when they express only those terms that are intended to express, no more, no less *(Speransky, 2001, p. 238).* However, our legislation is

not always balanced on this issue: in detail, formulating the content of a certain authority of a person, which arises under certain circumstances, it often leaves the question of the duration of this power open. In this case, if the duration of the subjective right is not explicitly stated, reasonableness criteria should be used to calculate the duration or exercise of a particular subjective right. Traditionally, the result of understanding and application of certain legislative provisions is determined by case law. In our opinion, the rejection of the normative development of certain temporal factors should be considered as an exceptional measure, as it means giving law enforcement agencies an unlimited framework of judicial discretion in resolving this issue. As a result, subjectivism is possible, as courts often assume a fairly broad interpretation of the content (including duration) of a particular legal relationship.

The interrelation of the subjective substantive law of its bearer with the legal obligation of the obligated person (including those whose temporal coordinates are difficult to determine in the regulatory development of interaction) is the quintessence of the legal relationship. However, there is still a popular opinion in the literature about the possibility of subjective rights that are not secured by the obligatory behavior of others, as the law provides that the basis of subjective rights may be not only the contract under which counterparties form their rights and responsibilities, but also directly the act of legislation. Examples are the so-called intangible benefits: the right to life, name, freedom of movement, and so on. We do not agree to accept this thesis. The correct view of the possibility of the existence of certain subjective rights outside the legal relationship, ie without a legal connection with the legal obligation of others, cannot be recognized *(Joffe, 1949, p. 17).*

In fact, subjective law as a legal phenomenon will exist only when it is in one way or another related to the responsibilities of other entities. Even if we consider property relations or other absolute relations, it should be noted that they also contain specific rights secured by corresponding obligations. In the process of their regulatory implementation (ie, implementation in the desired, regulatory manner) between the right holder and the obligated entities there is a certain relationship of an absolute nature. The positive behavior of an indefinite number of obligated persons is that they do not have the right to hinder the holder of a subjective right in its implementation *(Westermann, 2011, p. 3).* In other words, not to encroach on the freedom to exercise authority *(Vieweg, 2010, p. 4).* Failure to fulfill this obligation is a violation of the rights of the right holder, which results in the emergence of a subjective right to protection, which is already realized in a binding manner.

In relative legal relations, the subjective substantive law from the very beginning is an integral element of the binding relationship, and it inevitably corresponds to the obligation of another entity to commit a certain act (action or inaction) aimed at satisfying (exercising) rights and interests the believer. As we have just noted, the doctrine assumes that the content of a civil obligation is the debtor's obligation to perform (or refrain from) an action and the creditor's right to demand that action. Thus, the legal status of a person is personified through obligations *(Shishka, 2005, pp. 11-12).* A similar approach can be observed in the current civil law (Article 509 of the CCU). In our opinion, such a definition is not entirely correct. And, first of all, because in civilization the use of terms as synonyms is possible only insofar as these terms do not have a specific legal definition. Meanwhile, the expression "requirement" is mainly associated with the written or oral appeal of the managed entity to the obligor. It is in this sense that it is repeatedly found in civil law (Article 680 of the CCU).

Therefore, it is more appropriate to characterize the obligation as a set of obligations of the debtor to perform a certain act and the creditor's right to obtain a positive effect of such an act. And the term "requirement" should be used more correctly in cases where the exercise of

the right should be facilitated by a clearly expressed active action of the entitled person. For example, the content of a monetary obligation under a contract of sale is the buyer's obligation to transfer the amount of money and the seller's right to receive the thing (not to be confused with the term "accept"), because acceptance is often the subject's responsibility.) funds. Under the property obligation under the lease agreement, the lessee has the right to receive the property for use (and not to demand to grant him the specified right), and the lessor is obliged to transfer the property.

4. Concerning the conflict between the time of existence of the right and the period of its exercise

At one time, the literature suggested that subjective law in its development goes through several stages, including the stage of legal capacity (potential state of law), the emergence of subjective law with the emergence of certain legally significant factors (legal status) and the implementation of subjective law . Leaving without comment the expediency of classifying the rights that lie in the sphere of possible, to the elements of subjective law or to the content of legal capacity, we can note that the separation of the existence of law from the period of its implementation is incorrect from a methodological point of view. This approach, no matter how apologists may want it, will still not allow to give a clear answer to the question of how to learn from a limited list of things, from incomplete induction to draw conclusions that are universal.

The content of the subjective right is the amount of permissible behavior of the entitled person, which he can perform to exercise his right. In other words, subjective law is a measure of the possible behavior of an authorized person. In civil science, it is convincingly argued that possible behavior, which is the content of subjective law, and behavior aimed at the exercise of law, are correlated as a possibility and reality *(Gribanov, 1992, p. 32).* Therefore, in exercising his right, the subject performs real volitional actions, turning this possibility into reality. Subjective right can be exercised by the holder immediately after its occurrence (lighter loan), can be realized in a certain, sometimes quite long, period after that (if such realization involves a one-time act – a refund), and finally, can be exercised by repeated long-term performance every second (use of leased property). The main thing is that the subjective right is exercised during the time during which it exists. The exercise of law is a way of its existence, the transformation of social needs into reality.

Subjective law can arise as a result of a person's will. Thus, by concluding a property lease agreement, the parties create by their actions the right to use and own certain property. However, it can also occur outside the will of the entitled person, for example, the citizen's right to inherit, the right to compensation for damage, and so on. On the contrary, the realization of subjective law always occurs as a result of specific volitional actions of the person, aimed at transforming into reality the inherent possibilities of behavior in law. Moreover, in one rule it is impossible to fully reflect the order of behavior, taking into account the specific features of individual cases. And although any rule tries to achieve the greatest possible degree of generalization, it always remains one or another element of abstraction. Even the legislative concretization of subjective law still does not cover all its possible manifestations, as the rule of law remains the general rule of conduct. After all, it is not about specific outward expressions of possible behavior, which is the content of subjective law, but about the options for actions aimed at the implementation of subjective law. Therefore, despite the fact that civil law determines the general order of conduct of the authorized person, there is often a special legal regulation within

the same type of relationship. These actions reflect not only the will of the entitled person, but also the specific features of the case *(Gribanov, 1992, p. 34).*

However, the general rule of action in most cases. The exercise of subjective civil rights is always limited in time. Thus, quite often the period of realization of the right is established by the relevant norms of the legislation, ie in fact the normative order determines the limits of the exercise of a person's right. As a rule, the term of existence of a subjective right coincides with the term of realization of the right and therefore the notions of "existence" and "exercise" of a subjective right have the same meaning. In particular, this is typical of the warranty period, during which a person has the right to use quality goods and identify its shortcomings. Accordingly, the omission of the specified warranty period terminates not only the ability to take further action to eliminate the shortcomings, but also the very existence of such a person's authority.

The form of realization of the principle of justice, good faith and reasonableness is the order of implementation of its requirements in the behavior of the subjects of civil turnover, in the relationship between them *(Tobota, 2013, p. 149).* In material relations, the implementation of the principle of fairness and reasonableness is usually associated with the establishment of the limits of the subjective material rights of the counterparties. The content of the practical application of the rule on the implementation of subjective substantive law during its existence can be reduced to a scientifically sound principle of civil rights. By its legal force, this principle is to enshrine in law the general obligation of any entitled person to exercise his powers only within the content of the relevant subjective substantive law *(Luts, 2013, p. 12).* In other words, the realization of subjective law is possible only within certain limits that characterize its content, duration and nature of implementation. There is no doubt that the limits of the exercise of law are determined not only by its content, established in accordance with the legal requirements contained in specific legislation, but also the time frame of existence *(Guyvan, 2015, pp. 28-29).* Any act committed by a person outside the scope of his right should be considered an offense.

Therefore, it is extremely important to establish in each case the duration of the period during which the exercise of subjective rights is possible. In the vast majority of cases, this task is not difficult: the time of existence of the law is set by law or with the consent of the parties. However, in contrast to the provisions of criminal or administrative law, which clearly define the scope of permitted (prohibited) conduct, including its duration, civil law, based on the principle of permissiveness, often (and this is dictated by the specifics of the subject of regulation) contain permits of a general nature. The Civil Code of Ukraine widely introduces such terms as "necessary", "reasonable", "as soon as possible" and so on. This, in turn, implies the need for judicial interpretation of these terms in the event of a dispute. However, judicial discretion is not an alternative to the law, it is itself a consequence of the fact that the legislator has established such an order and in this sense has defined the criteria for determining such deadlines.

However, the problem of proper exercise of substantive law only within the limits (including time), which are established by law or with the consent of the parties, remains relevant. Some modern researchers argue that legal relations are a form of law enforcement, as a consequence of special legal form of legal influence – legal regulation, a tool for the transition of general models in the plane of specific behaviors – subjective rights and legal obligations for these subjects. *(Romashchenko, 2014, pp. 60-61).* The aggravation of this problem, in particular with regard to temporal certainty, is sometimes added by unbalanced and openly unsuccessful legal acts issued by the authorities. It is enough to cite such documents adopted at the level of laws of Ukraine. Thus, the law establishes an amorphous, quasi-legal possibility of exercising the lessee's right to use someone else's property for up to one month after the content of this right

has expired – the end of the lease agreement. This approach seems rather strange and illegal, especially given that if the landlord, even on the thirtieth day after the expiration of the contract announces its termination, the transaction will be terminated from the expiration of its term. That is – retrospectively. And monthly use will be illegal. Thus, he openly views the abstractness of the constructed syllogism and its practical complexity, and sometimes ineffectiveness.

5. Practical aspects of the issue. Abuse of rights

In the light of the above author's position can be assessed and some current legislation. Thus, the wording of Part 3 of Art. 267 of the CCU, according to which the expiration of the statute of limitations (according to the doctrinal definition – the term of the right to sue) does not extinguish the subjective protection authority (claim), until requested by the defendant. The latter is a participant not in a substantive legal relationship, but in a completely different way in essence – a procedural one, which is regulated by the norms of public law, and, in the end, may never arise at all. Therefore, according to the idea of our legislator, the substantive right to sue, even after the expiration of the term for its implementation, exists for as long as you like, and sometimes – forever. Unfortunately, such illegal approaches of the legislator are not an exception, and no matter which of the many examples we refer to, in each case the discrepancy between the abstract construction of the normatively established rule and specific life situations is striking.

Such approaches practically nullify all the theoretical constructions made by scientists about the illegality of the implementation of subjective substantive law outside it. Meanwhile, such doctrinal developments deserve attention. All researchers agree that the exercise of law outside its borders does not meet the principles of civilization. But then the differences begin: some scholars cover such a violation with the concept of "abuse of rights", others – do not agree. We also support the position of the latter: the use of a right outside its scope cannot be qualified as an abuse of a right, because in fact no right exists anymore. To abuse the right, you need to own it. Since this manifestation in the absence of law is conduct contrary to law, it falls under the definition of a common offense.

Consider this question from a temporal point of view. Acts committed by a subject of law outside the period of their existence, even if they correspond to the scope of authority of the person, should be considered as an act that does not constitute the full content of the law, ie as committing them without good reason. As a result, the right to protection may be denied due to non-ownership. Unfortunately, this issue is not regulated in our legislation (moreover, as mentioned above, there are rules of the opposite nature that allow the implementation of the law beyond its content).

What, then, should be understood as an abuse of rights? This question is answered in numerous scientific studies, and such an answer is quite correct. The basic postulate here is usually the doctrinal definition that the realization of civil rights should take place in accordance with their purpose *(Volkov, 2010, p. 226).* That is, according to the purpose for which the right is called, it must be aimed at a specific result. This goal, directing the behavior of the right holder, is manifested in the substantive rights. Thus, scientific thought eventually combined these two concepts: "abuse of law" and "exercise of law against its purpose." When considering disputes, the court should refuse to protect the right when the case file shows that a citizen or legal entity has committed acts that may be qualified as an abuse of rights, including actions aimed at harming others. The law (Article 6, Article 13, Part 7, Article 319 of the CCU) also indicates the possibility of refusing to protect civil rights in the event of its implementation against the purpose.

However, such an understanding was not formed in civilization immediately. There has been controversy in the literature and to some extent there is still controversy about the very possibility of abuse of rights and denial of protection if the right holder acts within the scope of his right. In particular, M.M. Agarkov rejected such influence on the right holder, and considered the criteria of improper use of the right unreliable. He argued that since the right is granted to a person, his actions within the law correspond to his purpose and purpose *(Agarkov, 1946, p. 435).* Some modern researchers, already guided by new approaches to the restriction of substantive rights, also deny the possibility of abuse of subjective rights, as well as exceeding the limits of its implementation *(Michurin, 2006, p. 84)*. After all, according to these scientists, the very reduction of individual freedom to the framework of material obligation is already a limitation.

S.N. Bratus, on the contrary, pointed to the real possibility of abuse of rights and insisted on the introduction of an adequate legal response. After all, the degree of concretization of subjective law, expressed in a certain legal norm, is not so significant as to clearly define the exclusive list of permissible actions and to prevent the manifestation of initiative in the commission of other acts. Therefore, the relevant rule of law remains a general rule of conduct, which leads to the need to establish criteria for assessing the legality of certain actions of the right holder in relation to their compliance with its purpose. At the same time, the author noted that the basis of these criteria should be the compliance of certain actions to implement their rights to the moral principles of society *(Bratus, 1967, pp. 81-84).* It is clear that in this case the importance of the subjective factor increases significantly, the role of judicial discretion increases, which is not desirable.

Modern doctrine and legislation adhere to the thesis of the possibility of abuse of rights by its bearer *(Shevchenko, 2003, pp. 73-74).* At the same time, it is obvious that such abuse is an act committed by the Commissioner "in his own right", but these actions are directed against other protected rights and interests. In civil law, it is now generally accepted that the exercise of a subjective right is the performance by a entitled person of certain actions within the existing powers as a subject of law. If the methods of exercising the right go beyond the socially desirable directions of exercising the right established by law, it is qualified as an abuse of the right. This is largely true in the exercise of the right against its purpose or to the detriment of the interests of others. In particular, the law of many countries explicitly prohibits so-called harassment: the use of the law solely for the purpose of harming another person (for example, paragraph 226 of the German Civil Code).

However, it cannot be accepted that abuse of rights is the conduct of the right holder contrary to its content. After all, if a person's action does not correspond to the content of his right, his actions must be qualified as illegal. Such (illegal) are the actions of a person to exercise the right outside the time limits of its existence. They cannot be considered an abuse of rights, as at the time of exercise this right no longer belonged to the person *(Guiwan, 2004, p. 81).* Instead, we must agree with the thesis that the abuse of rights is not related to the content of the law itself, but to its implementation, so the commission of certain actions, both lawful and illegal outside the content of the law should be classified as not based on subjective right.

However, there is another point of view: some researchers argue the legal position that the abuse of rights is the commission of certain acts by the Commissioner, which go beyond subjective law *(Vengerov, 2000, p. 431).* Therefore, the exercise of a subjective right outside its boundaries or content is also an abuse of rights. However, the falsity of this position is clearly highlighted in the analysis of the possibilities of realization of substantive law outside the time limits of its existence. With regard to the exercise by an authorized person of the powers constituting the content of a subjective right before or after the existence of the right, it

becomes clear that such actions took place outside the law and therefore cannot be considered an abuse of rights. It is clear that the presentation of claims by the authorized person outside the exercise of the right (say, after the expiration of the contract) will entail the impossibility of its implementation. A person has committed a legally significant act outside the term of existence of a certain subjective right, so it would be wrong to consider it a subject who exercises (uses) his right. Such actions should not be considered as an abuse of rights, but as illegal.

6. Conclusions

Forms of using time criteria in material relationships are chosen differently. But it is indisputable that the effectiveness of legal regulation in general depends on the right choice and reasonable establishment of the temporal component. Modern society is increasingly reaching the appropriate level of awareness of the fact that the law is a means of achieving stability and certainty of social relations. It should be aimed at taking into account the mutual interests of the parties, in particular in the field of material turnover. In this context, one of the defining directions of the development of law is the regulation of the terms during which the subjects can exercise their civil rights and obligations, to protect the violated right. Adequate real relations and balanced approaches in establishing the duration of the relationship contribute to the stability of civil turnover, eliminate uncertainty about the powers and responsibilities of its participants in the temporal plan, guarantee the possibility of timely legal protection. Thus, deadlines ensure the strengthening of contractual discipline, stimulate the activity of counterparties in civil relations in the exercise of their subjective rights and legal obligations, guarantee control over the fulfillment of obligations.

The legislator, in determining the temporal factors of certain obligatory material relations, often indicates the appropriateness of their implementation, which should be manifested in the timeliness of the obligation. However, the law assumes that the duration of a relationship may be uncertain if it does not conflict with the substance of the obligation. Therefore, the most common term for terms that are not directly established is the term "reasonable". For domestic legislation, such an approach to resolving the issue is quite symptomatic. The notion of reasonableness, as well as good faith and justice, are one of the fundamental principles of the organization of civil law relations (Article 3 of the CCU). But it is intelligence that is more used to characterize certain manifestations of good behavior over time. It means that the duration of legal relations should be established taking into account the prudence of the participants, their common sense, expediency and conscious use of concepts, based on the nature and content of the mediated phenomena.

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