INNOVATION, WORK, SOCIETY

ON THE LEGAL RELATIONSHIP OF THE LEGAL FACTS AND CIVIL LAW TERMS

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Summary

This scientific work is devoted to the study of the topical issue of the legal nature of such a legal parameter as civil law terms in their relation to legal facts – significant external phenomena in relation to subjective law, which entail the occurrence, change or termination of relevant substantive rights and obligations. languages. In the course of work on the article the author used general scientific and special scientific methods of cognition, in particular formal-legal, analysis and synthesis, system-structural, comparative-legal. The paper studies the social relations that develop in the field of temporal regulation of subjective law during its existence in unity and interconnection, as well as considers the dynamics of legal science in the field. The falsity of the scientific thesis on the identification of terms with legal facts, ie external factors influencing the content of law, has been established. On the contrary, as established, the civil term is an intrinsic feature of it, an element of the content of law. In other words, the term determines the time limits of subjective law. That is, the term is not a cause but a consequence of the acquisition (change) of the parties to civil relations of a specific legal status. This concept allows us to consider temporal factors as elements of subjective substantive law and legal relations in general and to determine their place in the system of regulatory mechanism of civil law. The end of the temporal boundaries of subjective law has the same consequences as the completion (exhaustion) of its physical features. Therefore, the circumstance of the expiration of the term, as well as the exhaustion of the physical characteristics of the right, does not cause its termination, but is the same consequence of the legal fact (conclusion of the contract).

Keywords: civil term, legal fact, subjective law.

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1. Introduction

The main material characteristic of time periods in law is that they determine the duration of a certain authority and the corresponding duty in the behavior of the parties to the relationship. This is the amount of time set by the subjects themselves, the law or the court to take certain actions. That is, the term in the temporal aspect is presented as a container of various circumstances and phenomena that constitute the content of legal relations. However, in the literature, opinions have been expressed about the significant narrowing of such an interpretation of temporal elements in view of their broader versatility *(Vakhoneva, 2003, p.*

44). In this context, time limits are considered as circumstances with which the law associates certain legally significant consequences. This statement, in principle, can be agreed if we consider the term as an essential element of the content of the legal relationship. Indeed, the establishment of a term ensures the specificity of the scope of substantive authority, determines the beginning and end of a particular action and thus affects the nature of subjective law. But the commented concept is not limited to these manifestations of temporal influence on material relations. Numerous researchers have defended and continue to defend the thesis on the inclusion of terms in the category of legal facts.

It should be noted that there are no sections on domestic facts in domestic law. Therefore, if we consider this category in the sense of only the grounds for the emergence, termination and change of legal relations, we must be guided by the provisions of certain chapters of the general or special part of the Civil Code and other acts. In particular, the legal facts will be specified in Art. 11 of the CCU grounds for the emergence of civil rights and obligations, numerous provisions of Chapters 16, 52, 53 which deal with transactions (contracts). Finally, the vast majority of articles of contract law contain indications of the circumstances in which the existence of a law-making role. Strictly speaking, the list of such factors is usually in the hypothesis of a legal norm. Their presence can be figuratively described as an external impetus to activate the relations set out in the disposition. For example, part 2 of Article 761 of the CCU from the standpoint of the theory of legal facts should be interpreted as follows: a) if the landlord has the necessary authority to dispose of the property,

Another example can be given in the rules of civil law grounds for liability for certain violations: they are both legal facts that entail the emergence of a new protective relationship with the appropriate legal status of its participants. For example, the loss, destruction or damage by the carrier of cargo, luggage, mail is the basis for the emergence of a subjective right of the counterparty under the contract for compensation of actual losses (Article 924 of the CCU). Such authority will be exercised within the framework of the new – protective relationship.

The aim of the study. It is becoming increasingly clear that legally significant consequences do not arise as a result of the amorphous period of time, but as a result of the occurrence or end of a certain action or event that has an external manifestation in relation to subjective law. It is this external impulse that gives the right to decisive change. And the term as an internal characteristic of these phenomena determines only their duration, as, incidentally, the duration of the law itself. The scientific development of this thesis is the purpose of this work. Material and research methods. By applying general scientific and special scientific methods of cognition, the civil term is studied as a period of time, which is a regulator of the effectiveness of the material legal relationship. Time, as we know, is not a separate substance, it is a temporal form, a manifestation of the motion of matter. Terms and terms as arbitrarily chosen by people elements of the general time course are the objects of observation and calculation through the use of subjectively established mechanisms. Therefore, it is important to establish the impact of the term on the effectiveness of civil law.

2. Relationship between deadlines and legal facts

The concept currently being commented on also includes deadlines as legal facts. In other words, it is a question of qualifying terms as a legally significant circumstance, the existence of which determines the emergence, change or termination of material rights and obligations *(Kostruba, 2011, p. 148-150).* Such an approach is not new, the terms as the basis for the

emergence of legal relations were mentioned among other legal facts in European legislation several centuries ago *(Sanfilippo, 2002, p. 67).* This theory is also popular among Soviet and modern scientists. In particular, such researchers on this issue as G.F. Shershenevich, K.Yu. Lebedeva, Ye.O. Sukhanov, Ya.A. Yuksha, A.B. Kostruba, Ye.O. Kharitonov and others unequivocally link the emergence, change and termination of legal relations with the time factor. The only difference in opinion is that in some cases, the determining factor is the material term *(Shershenevich, 1914, p. 221)*, while in others as a circumstance that leads to the emergence, change or termination of civil rights and obligations indicate the expiration *(Shovkova, 2008, p. 8)* or beginning and expiration date *(Gribanov, 1967, p. 7, 9).*

Among scholars who classify time periods as one of the legal facts, the controversy continues over which of the two types of such facts should include time limits. It should be noted that among researchers of the issue there are different views on the legal significance of such a fact. In particular, according to one theory, the passage of time is objective, regardless of human influence, so the expiration or maturity is defined as an event, as this phenomenon is virtually independent of the will and consciousness of the parties to civil relations. Within the framework of this concept, the thesis was expressed about the attribution of time to absolute events, taking into account the fact that man can not influence the general course of absolute time, existing in it *(Krasavchikov, 1958, p. 160, 168).* Proponents of this thesis, emphasizing the impossibility of real influence of people on the course of the term, point out that the date, although appointed by someone's will, comes objectively, its approximation can not be changed or canceled.

However, a significant number of researchers disagree. They rightly point out that the properties of continuity and objectivity are inherent in the general flow of time, while in law we are talking about a specially isolated and coordinated segment. In fact, rights and obligations in civil relations are usually established by their holders, so the terms of exercise of rights and performance of duties are of voluntary origin. So, according to to the objection of O.O. Krasavchikov, other points of view were expressed in the literature, according to which it was stated that the terms that limit the validity of rights and obligations in time are of a voluntary nature, as they are set mainly in accordance with the will of their holders. However, it is impossible not to notice the essential importance of human activity for the emergence and course of civil terms: deadlines are set by regulations, the participants in civil relations or law enforcement agencies. Depending on the specific circumstances, a different term may be set in the same legal relationship. And even when a certain civil term is determined by the rule of law, the decision of the court, there is reason to talk about their volitional nature. All this indicates the volitional order of the term as a legal fact *(Kharitonov (ed.), 2004. p. 369)*. However, in the future, human influence on the passage of time is excluded and it occurs objectively. According to this theory, the expiration or expiration of a term is a legal fact, which, although determined by the volitional activity of people, still came objectively. Therefore, a number of scholars attribute the term to the so-called relative legal events, ie, phenomena caused by human activities, but further emerging, regardless of the reasons that caused them *(Lebedeva, 2003, p. 30; Kovalskaya, 2014, p. 149).*

There is a third approach to the commented issue. It consists in the fact that, despite the presence of essential features of objective and subjective nature, the legal term cannot be considered refined and unconditionally as an action or event. This question allowed the apologists of this concept to argue that the terms in the system of legal facts of civil law occupy an independent place along with legal actions (acts of conscious volitional behavior of people) and legal events (independent in their origin and course of human will phenomena)

and their character is something in between *(Gribanov, 1967, p. 9-10)*. After all, despite the fact that after setting deadlines mostly exist objectively, it is hardly possible to say with certainty that they always expire automatically, without the participation of people. Entities of civil circulation, the legislator, jurisdictional bodies have the right to influence the expiration of a certain term by their actions. Indeed, if we consider the manifestation of the subjective nature of the term as a legal fact not only the will of the state or participants in the legal relationship aimed at its emergence, but also their impact on the term, taking into account the possibility of its suspension, interruption, early termination or extension, it is quite logical that the term not only at occurrence, but also during the course is characterized by volitional character. For example, during the statute of limitations, the parties to a legal relationship may oppose their active behavior: to interrupt the term by taking action, to terminate it by voluntary performance of a duty, and so on.

Consequently, the course of the term may depend on the will of the people. A person may oppose their course of action: the periods may be extended by the participants themselves, certain circumstances, including the active actions of the participants, may entail the interruption or suspension of time (for example, the statute of limitations). At the same time, according to the representatives of this theory, the expiration of the statute of limitations is an objective phenomenon: people could have intervened in its course, but did not do so. Thus, the expiration of the statute of limitations is a legal fact that, along with other elements of the legal structure, the existence of subjective civil law ceases to exist. These legal consequences occur precisely in connection with the expiration of the term and failure of the person to take a positive action within the specified time. Therefore, based on their characteristics, the terms can not be classified as actions or events, and occupy an independent place among the legal facts.

This view is quite popular in civilization. Although E. Sukhanov gives a completely new classification. It divides the terms into those related to events (in fact, these are the terms, the occurrence of which is due to a particular event, such as the period for acceptance of the inheritance begins from the time of the event – the death of the heir), those related to actions (unloading period, the course of which is caused by the action – the submission of the vessel) and such terms, which are set in the form of certain periods of time and are calculated in years, months, etc., or associated with a certain date *(Sukhanov, 2000, p. 436-460)*. And Ukrainian scientists Plenyuk M.D. and Kostruba A.V. offer another classification feature of the division of legal facts, based on the temporal expression of their existence. On the basis of this feature, they divide all legal facts into fact-terms and facts-terms. Facts-terms have their beginning of existence and their end. There is a time gap between these two stages or moments. Legal facts-terms are of a lasting nature and the rules of law link the occurrence of consequences with the expiration of time. Legal facts-terms are short in time. These are legal facts – moments. The rule of law does not connect the occurrence of consequences with their ending, but with their occurrence. An example of legal facts-terms is the expiration of the statute of limitations, the expiration of a civil obligation. The legal fact of the term or moment is the occurrence of a temporary condition under the contract of sale with a condition. A temporary condition refers to a certain point in time with which the terms of the contract link the termination of a particular right *(Plenyuk, Kostruba, 2018, p. 165-166)*.

Journalism also expresses the idea that the legal term as a specific legal fact belongs to the types of legal fact of the state *(Kharitonov, Nagornyak, 2007, p. 8-10)*. Some authors, without directly qualifying certain phenomena that have temporal parameters as legal facts of the state, still assume their existence. These include, but are not limited to, such a continuing circumstance as default *(Surzhenko, 1998, p. 83-84; Kovalska, 2012, p. 163)*. Delays in default

can have different durations. And although the new legal relationship arises immediately after its beginning, the content of the protection requirement may vary depending on this duration. Thus, as the time of non-performance increases, the amount of claims related to compensation for damage increases. However, it should be noted that most researchers deny such a systematization.

3. To the critique of the theory of assigning legal terms to the category of legal facts

In scientific doctrine, which concerns the question of the emergence or termination of a subjective right, all legal facts that provide the relevant legal consequence in law, it is customary to combine under one name – the "grounds" for the acquisition (termination) of a subjective right *(Kharchenko, 2015)*. As we have just analyzed, modern civilization assumes that the beginning or end of a term is a legal fact, which is considered a necessary basis for the emergence, change and termination of the material rights and obligations of the parties. If we transfer this sentence to the practical plane, then taking into account the relationship of temporal factors with the subjective right we get the following configuration: the beginning of the statute of limitations gives rise to a substantive right to sue, the expiration of the inheritance In our opinion, such an approach unjustifiably distinguishes between the law itself and one of its properties – duration. Despite their certain subjectivity, timeframes retain the immanent properties and essence of time, in particular, in terms of objectivity and continuity of flow. Thus, there is every reason to consider civil terms as a reflection of the movement of a particular subjective right as a material object in time. As indicated in the literature, time is a temporal form of existence of the circumstances of reality, which manifests itself in the form of the movement of civil relations, subjective rights and obligations that constitute their content *(Dzera, Kuznetslva (ed.), 2002, p. 184-185)*.

The literature has already objected to the mandatory postulation of material terms as legal facts. In particular, it was noted that the deadlines are comprehensive, affecting all elements of the mechanism of legal regulation. Therefore, time limits cannot be linked only to legal facts, nor can they be recognized as even volitional legal circumstances. However. such an approach also does not address the main issue of the role and place of temporal factors in the mechanism of legal regulation. V.V. Luts proposed a rather balanced and interesting position on the classification of terms as factors that provide a temporary form of movement of civil rights and obligations. According to the theory he advocates, the onset or expiration of a term acquires significance not in itself, but in conjunction with the events or actions for the implementation or maintenance of which the term is set. Therefore, the term not only cannot be attributed to actions or events, but it also does not occupy an independent place in the general system of legal facts. As a form through which they can be realized, timing is inherent in both actions and events *(Luts, 1989, p. 40; Luts, 2003, p. 11)*. Acting as a temporal form in which events take place and actions (inaction) are committed, deadlines give rise to legal consequences only in connection with actions and events. In particular, the expiration of the statute of limitations entails the termination of the right to sue not as a result of the expiration of the term, but because the creditor during its course did not file a lawsuit against the defendant to protect his violated right *(Luts, 1989, p. 39-40)*. So the point is that it is not the expiration of a certain period of time that in itself generates legal consequences, but the behavior of the managed person during this period.

The correctness of the conclusions of the Ukrainian meter in the field of civil standardization of temporal material relations confirms his refutation of the opposite position of opponents, set out in one of the last works of the scientist – article "Methodological significance

of the categories "period" and "term" in civil law of Ukraine". In particular, it states *(Luts, 2018, p. 82)* that M.V. Batyanov does not agree with his position. Batyanov, believing that V.V. Luts analyzes the term only as a form of existence of real phenomena that have legal significance, and does not seem to distinguish between the course of the term and its expiration (occurrence). The term can act in law as, for example, a temporal characteristic, which is difficult to consider as a form of any phenomenon *(Batyanov, 2004, p. 15).* However, in the following presentation M.V. Batyanov argues that any legal term is always considered in connection with a particular legal phenomenon as a kind of point of annex to it. Therefore, the course of the term cannot be considered as a legal fact, because in the opposite approach it would have to be attributed to legal facts – states. However, in this case, the legal consequences are not generated by the term itself, but by the phenomenon or process to which the term belongs. In itself, the course of the term of independent legal consequences can not generate *(Batyanov, 2004, p. 15).* As rightly noted by M.D. Plenyuk, the term is a separate legal phenomenon that is closely related to certain legal facts (actions or events). Unlike a legal fact, which is an independent category, the term (term) does not exist in itself, but is a temporal reflection of the existence of certain actions or events (legal facts)" *(Plenyuk, 2016, 113-114).*

Thus, this characteristic does not allow to qualify the term as a legal fact, ie such a circumstance that gives rise to legal consequences, so it can not be attributed either to actions or to events that have legal significance *(Luts, 1993, p. 4)*. In other words, we can conclude that temporal factors do not have a decisive influence on the emergence, change or termination of material subjective rights and obligations. Such an approach is now becoming increasingly popular in civil doctrine. Thus, developing this thesis, the researcher Panchenko SS also concludes that civil time limits are not legal facts. In this case, it is based on the conceptual provisions of the general theory of the distinction between legal facts and legal (abstract) possible circumstances. Accordingly, in contrast to the latter, the legal fact is characterized only by its inherent features, characteristics and so on. This allows you to distinguish between different contracts of the same type, for example, different contracts for the supply of products that meet the same legal requirements as an abstract legal model. In this regard, each legal fact is detailed, "identified" through the elements of its power. Defining the composition of a legal fact as a set of features, in the absence of which the relevant fact of life can cause certain legal consequences, S.S. Panchenko formulates that the introduction and use of the term "composition of a legal fact" allows to clarify the nature of the term in the contract. is not a fact, but significantly affects the rights and obligations, including the liability of the parties to the contractual relationship. Thus, there is no reason to consider the term as an independent legal fact, but it undoubtedly affects the content of the civil law relationship (p. 92). Other civilians, in particular V.L. Yarotsky (p. 226-229), come to a similar conclusion. Some authors in some legal relations consider the current and ongoing legal facts *(Kharitonov, 2008, p. 73-81; Otradnova, 2014).* But it is quite fair to say that legal facts have a certain length of time in space, does not mean that the term itself as a formalization of the abstract passage of time in the form of a way of arranging matter through cognition, is a legal fact.

As we can see, modern scientific thought is increasingly inclined to the need to radically rethink the meaning and role of the term for the formation of the conditions of civil law and the subjective rights and legal obligations of the participants that make up its content. Today it is quite obvious that the term itself and its course or expiration is not a circumstance that leads to the emergence or change of the substantive status of a person. And rightly so. After all, if the very onset or end of a certain temporal coordinate led to a change in subjective rights and legal obligations, it would deprive civil relations of their determining factor – the volitional

component and would lead to disorganization in the substantive plane. Thus, in itself, without interrelation with other factors, the external influence in relation to the legal relationship cannot give rise to determine the content of specific rights and obligations. A legal event cannot have any legal significance if it is not related to the behavior of the subjects of civil law. An event is recognized as a legal fact only to the extent that it gives rise to the need for legal regulation of civil legal relations, which may either prevent the occurrence of legal events, or must assume the consequences that they (events) give rise to. Thus, the expiration of the term extinguishes the possibility of realization of subjective civil rights, legal obligations or civil legal relations in general. But this event acquires legal significance insofar as the authorized person may exercise his right before the expiration of the statutory period, interrupt the statute of limitations by filing a lawsuit, or, if he does not use the opportunities provided to him, to assume the consequences of the expiration, etc. *(Kostruba, 2020).*

4. The value of the civil term in the legal relationship

It is quite obvious that the term itself is not a legal fact, but only reflects its temporal essence as an element. However, the question of the role of terms in the most legally determined legal relationship, in particular with regard to their regulation of the scope (content) of the subjective right of the holder, remains unexplored and unclear. If we study the legal terms in this area, we must take into account that time intervals produce legal consequences only in conjunction with actions or events, being part of these phenomena, namely – their temporal characteristics *(Shevchenko (ed.), 2003, p. 260).* So what is the significance of time in the legal relationship?

Starting with the answer to this question, we must point out the serious flaw of all existing concepts, which directly link deadlines only with the legal category of legal facts. Unfortunately, they were based on a logical error, which was made at the stage of problem statement. The fact is that the indisputable fact of the connection of civil periods with certain legal consequences does not mean that time periods (their beginning, course or end) have a decisive influence on the emergence, change or termination of civil rights and obligations. Let's look at some definitions of terms that occur in the civil literature. Legal textbooks state that a term is a period of time with which the law associates the occurrence of certain legal consequences *(Parasyuk, Parasyuk, Grabar, 2020, p. 182; Yanovytska, Kuchera (ed.), 2014, p. 444).* In some authors we find the following interpretation of this definition: the term is the period with the onset or expiration of which a legal norm, judicial act or transaction is associated with the emergence, change or termination of certain legally significant civil consequences *(Yuksha, 2008, p. 23-24)*. It would seem that these definitions depict the true nature of the terms, characterizing them as factors influencing the content of material relations, because they are based on the relevant definition of Art. 251 of the Civil Code of Ukraine. But there is a caveat. The authors of these definitions, in their later works, reduce the consequences mentioned by them to the fact that the time course (beginning or end of the term) determines the emergence, change or redemption of subjective rights, although from the text of the definitions it is not obvious. Therefore, such an interpretation of legally significant consequences reduces the time to the rank of law-making factors, which is in principle incorrect.

The mistake here is to unjustifiably narrow the legal purpose of specific external circumstances. Not all phenomena of the surrounding world can be described as legal facts. On the contrary, most of them are completely indifferent to the content and nature of material relations. Therefore, it would be correct to begin the differentiation of legally significant for the

law phenomena by dividing them into actions and events. We have absolutely no objections to the scientific interpretations of each of them that were provided in civilization many years ago. Actions are conscious actions of people, while events are manifestations of natural forces. For example, the creation of a thing refers to actions, while the fire that destroyed that thing refers to events. We will not now conduct a statistical study of the prevalence of actions and events in civil law relations, we will only note that they are equally important for the formation and ordering of material relations. We should also agree with the proposed classification of events in the literature by dividing them into absolute and relative. But such a classification of socially important phenomena in civilization will not be complete. The next step, which is very important and absolutely necessary, should be the division of all legally significant circumstances (actions and events) into those that create, change or terminate a subjective legal relationship, and those actions (events) that do not lead to such consequences.

The significance of a legal fact is that it determines the legal status of the subjects of relations, gives them an external impetus. However, not all actions or events that occur in determining the content of substantive legal relations have the significance of legal facts. For example, actions to agree on the terms of the transaction, which precede its conclusion, do not contain such a property, because they do not directly form property relations. An important feature of a legal fact is that it can exist independently, without an inseparable connection with other actions (events) that caused it. Instead, the obligatory conditionality of the action (event) by other factors indicates its derivative nature and excludes the very possibility of application as a legal fact. These derivative phenomena can only be elements that characterize the existing legal relationship. For example, this is an action for the carriage of goods because it is aimed at fulfilling the obligation and not at changing the legal status.

In this context, the thesis of recognizing the legal fact of the term, its occurrence or expiration does not stand the test. Indeed, whether any civil term could have begun or ended if it had not been stipulated by transactions, acts of the state, the judiciary, other actions and events specified in Art. 11 of the CCU as a basis for the emergence of civil rights and obligations? The answer is obvious, no. For the same reason, some researchers do not withstand criticism and attribute such circumstances as the occurrence or expiration of the term to the elements of the so-called legal composition (ie, they are considered a legal fact, which only in combination with other facts will change the legal status) *(Ryabov, 2005, p. 14).* We can agree that in some cases for the emergence, change or termination of substantive law is not enough just one determining circumstance, because only a set of certain factors will have the necessary effect. But in any case, the elements of the legal structure must maintain relative independence from each other, and their interdependence, causal sequence is completely unacceptable. This factor is precisely absent in determining the nature of temporal manifestations.

In the literature we have to meet the statement that the beginning and end of the term have different qualifications in the field of theory of legal facts. Like, the difference is that the onset of the temporal course occurs simultaneously with the presence of other law-making factors, such as the conclusion of a transaction, tort, filing an application for an invention and so on. Therefore, various researchers either point out that the beginning of the term here is one of the elements of the legal structure, or agree that this event is not a legal fact. As for the expiration of the term as a significant event, then, since it has no direct contact with other determining factors for the law, it is recognized as a legal fact. We cannot agree with this statement. Legal facts are phenomena that have occurred or continue to this point, so there are no "future fact" for law *(Krasavchikov, 1958, p. 15).* From this point of view, the fact acquires

legal significance only from the moment of its occurrence. But this does not mean that the legal fact begins immediately. Both the beginning and the expiration of the term, as indicated above, are the products of other legal facts, and their nature does not depend at all on the temporal distance from the latter. Let's explain what is said with the following example. The parties to the lease agreement may agree that it will take effect immediately, or may postpone this point until a certain date or the occurrence of some other event. In the latter case, the term of the contract will begin, ie the subjective right and the corresponding legal obligation will arise, for example, 20 days after the conclusion of the transaction. But not the beginning of the term will be the legal basis for the emergence of subjective law, but the same transaction. The term, which will start from the stipulated date, as well as other internal characteristics of the acquired authority, will be the consequences of a specific legal fact. The same should be said about such an event as the expiration of a fixed period. As we can see, the remoteness or proximity of the initial (final) term to the law-establishing factors does not change their real essence as the immanent characteristics of the already acquired substantive law.

Another rather popular but erroneous thesis about the meaning of terms determining the content of subjective law is based on an incorrect assessment of the individual terms established by the legislator. In particular, from birth, a person acquires the ability to have subjective rights, including property rights, personal non-property rights, such as the right to a name, life, liberty, honor, dignity, and so on. Upon reaching the age of eighteen, as a general rule, a person, in accordance with the assumption of the law, acquires the opportunity to realize the nature and significance of his actions in the field of civil circulation. Therefore, she has the right to carry out any transactions independently, to take part in material obligations. It is generally accepted that the objective occurrence of these moments entails, regardless of the existence of other acts or events, the emergence of certain rights. The same applies to the termination of material legal relations. Yes, from the date of death, the rights and obligations of a person inextricably linked to his person cease. Finally, the expiration of seventy years after the death of the author terminates the property rights belonging to the heirs.

Despite its attractiveness and apparent objectivity, this theory can be easily refuted. First, the legislator does not associate the birth of a person or the onset of a certain age with the emergence of specific subjective rights, but only with the objective possibility of the subject to obtain or exercise certain rights. There has been a lot of research in the literature on the legal meaning of the concept of the right to have a right and the right to exercise rights (legal capacity) *(Tkachenko, 2020, p. 470-473; Shevchyshyn, 2018, p. 77-78)*. We agree with the vast majority of researchers on this issue that the power of the content of legal personality can not be confused with subjective substantive rights *(Guyvan, 2008, p. 76-77).* They relate to each other as objective (ie possible by law) and subjective (real, existing) *(Gribanov, 2000, p. 34).* And these, as they say in Odessa, are two big differences. The content of the subjective right is the presence of the authority of the managed person, which corresponds to the obligation of the obligated subject. This rule is inherent not only in an obligatory relationship, but also in an absolute one: the law regulates the nature of behavior in a certain way, even in cases when there is an indefinite circle of persons on the side of one of the participants in the current material legal relationship. Instead, legal personality does not mean the existence of specific material interactions, does not create a relationship on the axis of management – obligated person. Legal facts, by definition, are the legal basis for the acquisition of subjective rights and responsibilities. They do not matter for the emergence of the ability to be a participant in a relationship that does not carry a specific material burden.

Even if we still conditionally recognize legal personality as a certain right (not subjective, but objective), we can still apply the above considerations. It is not the beginning of the term that determines the emergence of an objective right, but a certain action, which is manifested in the clearly expressed will of the law to give a person certain powers of such content and such duration. The onset of the moment of this right is a consequence of this action and determines the time limits of the right. As for death as the final term of human life, here again we must repeat what has already been said. The legal fact will be death as an event, not expiration. The physical death of a person means the early termination of his material rights with a definite or indefinite period of existence due to the exhaustion of their content. It does not matter whether such repayment took place immediately or whether the legislator has established some additional mechanism for exercising these rights and their enforcement. All the same, death will be the defining and determining phenomenon.

It is necessary to distinguish certain factual factors that have legal significance from those that directly determine the emergence, change or termination of subjective rights. Only the latter can be qualified as legal facts. As for the terms, the beginning of their course gives only a temporal certainty to a particular authority, without affecting its existence and without creating a change in the legal status of the carrier. Thus, the term of detection of defects of the sold goods, defined in Article 680 of the CCU, coincides with the moment of acceptance of the thing. The beginning of this period is, of course, an event, but it would be a serious mistake to recognize this event as a right-establishing factor. A reasonable (but not more than two years for movable property and three years for immovable property) term in its initial moment does not give rise to a right, it is itself an element of this right. It is the subjective power, limited in time by this period, arises in connection with the existence of another circumstance – the transfer of substandard goods. It is this circumstance that will have the significance of a legal fact. We can assess the legal nature of such a phenomenon as the beginning of the term of the obligation in approximately the same way. For example, under a future gift agreement, the donor must deliver the gift within the next five days. The right of the donee to demand the transfer of the thing will start from the moment of concluding the agreement and will last for five days. But this right will not appear because the stipulated term has come. The legal basis for the emergence of such a power is the conclusion of a transaction, and the event that followed – the beginning of the term, will be a consequence as one of the elements of the content of the relevant subjective right. If we further develop this thesis, we obviously come to the conclusion that the expiration of the term cannot be considered a legal fact, the emergence, change or termination of material rights and obligations are caused by other significant circumstances: actions or events. As V.V. Gruzdev rightly pointed out, the moment of the beginning of the movement of rights and obligations is clearly determined by the moment of occurrence of the legal fact, taking into account the existing legal preconditions (p. 288-289).

Now let's try to estimate the value of the expiration of the civil term. At first glance, quite often we can not identify other factors that led to the emergence, change or termination of the right, except for the expiration of the prescribed period. For example, the expiration of the loan agreement leads to the repayment of the right to use someone else's property, the expiration of the power of attorney deprives the representative of the opportunity to act in the interests and on behalf of the person who issued it. However, not everything is so simple. Let's analyze this question in terms of causal theory. Any subjective right can have both physical and temporal boundaries. The first include, for example, the right to receive purchased 10 kilograms of tomatoes, the right to use a rented car, not exceeding the mileage of 5,000 kilometers, and so on. Exhaustion of the scope of the right, the expiration of a specifically established scope of authority, depending on compliance with its time criteria, inevitably leads to its repayment.

5. Conclusions

The paper clarifies the issue that the civil term is not a direct external impetus for the emergence, change or termination of subjective rights. On the contrary, it is an intrinsic feature of it, an element of the content of law. In other words, the term determines the time limits of subjective law. For example, the same rented car can be used for a total of no more than 150 hours. Exhaustion of the temporal scope of powers also entails the redemption of the subjective right, despite the fact that the right is not used in scope. It is clear that the circumstance that led to the termination of the right both in its scope and in time, will be the agreement of the parties (action) to repay it as a result of exhaustion of a certain component of the content. For example, a certain entity under the land lease agreement received the right to use the land until the end of August. What is a prerequisite for the expiration of this right within the specified period? The answer is obvious – the transaction, according to which this essential condition of the agreement was established. In our case of term lease of the land plot the right actually stopped together with repayment of the temporal component stipulated by the parties. Therefore, the expiration of the term is a sign of the expiration of a certain right, and not a precondition for its termination.

The end of the temporal boundaries of subjective law has the same consequences as the completion (exhaustion) of its physical features *(Mazurenko, 2011, p. 47-48)*. But we do not associate the termination of the latter with law-changing results, as we used to do at the end of the term. Indeed, if we are consistent, we must give a changeable meaning, for example, the fact of delivery of goods to the destination. According to the commented logic, the termination of the right (after delivery of the goods the relevant regulatory requirement of the shipper has been extinguished) should be considered a legal fact. What is the legal effect of this legal fact? The only one is the right-suspending one. But this is complete nonsense. Obviously, to understand the theory that the end of the law (along with all its elements: volume, duration, which were established at the time of the law) is a consequence of specific legal facts that occurred when the relationship, you can only realize that the term is the same component of substantive law as its other elements.

Deadlines as time limits of subjective law determine not only the beginning of its implementation, but also the term of exhaustion. It happens that the expiration of one material authority leads to the emergence of another. For example, the termination of the right to ancient possession entails the emergence of another right – property. Sometimes the subjective rights that have ceased and those that have emerged may belong to others at the same time. Moreover, if the first substantive right must have a deadline for implementation, the second (if it is a real right) may not have it. Notable in this context is the following example.

Thus, the right of the co-owner to sell movable property to another person arises due to the existence of several term legal relations, which follow each other, are causal in nature and, subject to statutory acts (actions or omissions) determine the relevant legal consequence. The first of such relations is the realization by the seller-co-owner of his authority to warn other co-owners. Such authorization may be exercised at least 10 days before the sale. By the logic of the commented norm of part 2 of Art. 362 of the CCU, the co-owner, having received an offer regarding the preferential purchase of the thing, also has 10 days to respond – consent or refusal to purchase. The passivity of the co-owner during the specified ten-day period is equated to the last act. However, the powers of both the seller and his co-owner may well be realized in a shorter time. In other words, the duration of the exercise of limited powers may be shorter, it all depends on the efficiency of the seller and his co-owner. For example, on the third day after receiving the message, the co-owner responded to it in writing. Depending on the

content of such a reaction (agreed to purchase the property or refused) the seller may acquire the authority to alienate the thing or his co-owner or a third party. Therefore, in this example it is clear that the right to alienate property did not arise as a result of the expiration of the term, but due to the exhaustion of the right through its full exercise. The right did not cease because its time had expired, in fact it was extinguished, because it was so determined or assumed at the time of its occurrence. Therefore, the circumstance of the expiration of the term, as well as the exhaustion of the physical characteristics of the right, does not cause its termination, but is the same consequence of the legal fact (conclusion of the contract). Consequently, the expiration of the term also cannot be qualified as a legal fact.

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