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FUTURE PROPERTY DONATION CONTRACT AS AN INHERITANCE CONTRACT RECOGNITION GROUND

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Abstract. This article subject matter is legal relationships which arise in future property donation contract recognition as an inheritance contract situation.

Future property donation contract legal opportunity to recognize as an inheritance contract indicates the presence of three legal regimes for this legal deal – donation legal regime, future property donation legal regime and, as follows from Civil Law of the Republic of Latvia section 1926 provisions, contractual succession legal regime.

As a result of this circumstance, the essential components formed by the rules of the law of donation, which mediate active and retroactive influence on the formation of objects inherent in the inheritance contract, will undoubtedly have a different legal nature, both retroactively – on the rules of the applicable law of donation, and actively – on the rules of the law of contractual succession, applicable to the law of inheritance contract.

As a consequence, this situation will give rise to other legal consequences which are not characteristic of the legal regulation of these agreements.

It is quite difficult to assess the consequences mentioned above.

The lack of specification of the norm regarding transfer of future property legal category indicates that future property donation as a form of hereditary alienation – this deal recognition as an inheritance contract should provide legal and sufficiently approved grounds for invalidity.

However, carrying out law-making activities, Latvian legislator allowed the transfer of future property as the legal basis for future property donation contract as a form of property hereditary alienation.

Key words: applicable law, contractual succession, future property donation agreement, future property donation contract content, inheritance contract, inheritance contract content.

Introduction. Recognition of the future property donation contract as a contract of inheritance indicates the presence of three legal law grounds in this legal deal – donation law, donation of future property law and, as follows from Civil Law section 1926 provisions, contractual inheritance law.

As a result of this circumstance, the essential components formed by the norms of the law of donation, mediating the active and retroactive impact on the formation of objects inherent in the inheritance contract, will undoubtedly have a different legal nature, both retroactively – on the norms of the applicable law of donation, and actively – on the norms of the law of contractual inheritance applicable to the law of the inheritance contract.

As a consequence, this situation will give rise to other legal consequences that are not inherent in the legal regulation of these agreements.

It is quite difficult to assess the consequences mentioned above.

As a result of this circumstance, the hereditary consequences of a contract of gift of future property in the context of the right of contractual inheritance are expressly prohibited in the German Civil Code – paragraph 310 of this normative act determines that *a contract by which one of the parties undertakes to transfer all or part of his future property or to encumber it with usufruct is void.*

The lack of specification of the norm in terms of the legal category of *transfer of future property* indicates that the donation of future property as a form of hereditary alienation is prohibited.

However, in carrying out law-making activities, the legislator of the Republic of Latvia has permitted the transfer of future property as a legal basis for a contract of gift of future property as a form of hereditary alienation of property.

However, the conditions under which a balance of legal categories and norms is ensured, implementing the interaction of the essential components of the future property donation contract for the purpose of being consistent and in accordance with legislative practice, as well as the principles enshrined in Civil Law of the Republic of Latvia (further – Civil Law) section 1 norms for the purpose of recognizing this contract as an inheritance contract, have not been created.

There is no doubt that the legal consequences inherent in a secondary deal – an inheritance contract – may lead to the invalidity of the primary legal deal – future property donation contract on the grounds of defective content.

The defect of content in this case is established by Civil Law sections 648 and 1927 provisions in relation to Civil Law section 383 provisions.

Civil Law section 1926 provisions states that *a gift of future property, or a joint gift of present and future property, shall be considered an inheritance contract, provided that the present property is not delivered immediately.*

This formulation of the future property donation contract gives rise to a whole series of questions regarding the subjective, substantive and objective composition of the norms of the competent law of the contract of donation in terms of the norms defined by the legal category of *future property*, which can and should be recognized as the forming norms of the contract of inheritance in terms of the norms established by the legal categories of *future property – future inheritance*.

This wording indicates the need to apply the mandatory rules of the inheritance contract to the future property donation contract.

However, Civil Law does not provide an answer to the moment of the beginning of the application of the rules of the inheritance contract – the answer is definitely given that future property donation contract can be recognized as an inheritance contract.

Due to the existence of a legal category, this formulation of the norm of Civil Law section 1926 *shall be considered*, by virtue of Civil Law section 4 provisions, dictates the need to establish the content of the norms, provided by Civil Law section 1926 in relation to Civil Law section 639 norms in order to comply with legal goals defined by Civil Law section 6 provisions.

This provision is essential for compliance with the general provisions of the rules of the law of obligations in their promotion of the establishment of a balance between the rules of the law of the future property donation contract in relation to the rules of the law of the contract of inheritance.

The current position of legal regulation in determining the probability of recognition does not predict or establish the necessary balance of the norms of the law of a contract of gift of future property as a primary legal deal in relation to the right of an inheritance contract as a legal deal of a derivative nature.

It is necessary to develop applicable legal regulation for a consistent act of recognition of a contract of gift of future property as a contract of inheritance, in accordance with the provisions of the Civil Law.

The structure of the applicable legal regulation, necessary for a consistent act of recognizing a contract of gift of future property as a contract of inheritance, must correspond to a scheme, the essential constituent elements and norms of which fit into the system of categories of *legal relations in accordance with the essential constituent parts of a contract of gift, regarding future property that is not subject to inheritance – legal relations in accordance with the essential constituent parts of a contract of gift regarding future property subject to inheritance.*

In this situation, the conditions for applying Civil Law section 389 norms in terms of applying *priority of inheritance under a contract* conflict factor become unclear.

Recognition of the future property donation contract as a contract of inheritance establishes the supremacy of the norms of the future property donation contract as the legal basis for the emergence of essential components of the contract of inheritance relative to the norms of the contract of inheritance recognized as concluded later.

Accordingly, the amount of property and the value of the inheritance shares due to heirs by law and other legal instruments providing for inheritance are changed retroactively.

The legal nature and consequences of the priority applied retroactively to a contract of gift of future property in terms of the rules of priority to a recognized inheritance contract concluded later also become unclear.

Legal relationship formation issues. It is possible that a conflict of collisions may arise in relation to the norms that determine the priority of norms in the situation of a recognized concluded inheritance contract.

This situation leads to the need for the legislator to adopt norms that determine the factors of mutual priority of the primary instrument of contractual inheritance – the future property donation contract and the instrument that is recognized by virtue of the essential components of the secondary instrument – the inheritance contract.

The instrument that helps to clarify the norms of mutual priority, as well as other norms that help to establish the content of legal relations arising in the context of a the future property donation contract and an inheritance contract, is the status of rights and obligations.

The status of rights and obligations is a legal category, the basis of which is the norms of a dynamic, situational nature.

In the situation of recognition of the inheritance contract as concluded, the status of rights and obligations includes the primary status of rights and obligations and the status of rights and obligations of a derivative nature.

Primary status of obligations is a set of norms that arose between the parties as a result of concluding a contract for the donation of future property – *authors' note*.

Derivative status of obligations is a set of norms that determine the set of obligations that have arisen between the parties to a recognized concluded inheritance contract – *authors' note*.

The fundamental category, which is the basis of the primary and derivative status of rights and obligations, is the imperative norms, stated by the term *permissible complexity of the essential components* of the norms mentioned above.

The legal category of *the status of rights and obligations* in relation to the object composition of the future property donation contract in relation to the norms determined by the legal category of *future inheritance* is defined as the subject of the general nature of the object of contractual inheritance

This legal category consists of the definition and interpretation of objects of the norms of the law of obligations, created and formed by virtue of the norms of inheritance and the law of obligations by persons who are parties to a specific legal relationship that exists and develops within the framework of contractual inheritance.

The emergence of this type of objects is carried out through the use of rights and the fulfillment of obligations that are abstract in nature due to the unstable legal form determined by the norms of the conflict factor within the framework of the essential components of the legal transaction, determined by legal categories *a contract for the donation of future property – a contract of inheritance imperatives*.

In order to give stability and basis (casuality) to the norms formed by the norms essential for determining the correct content of the legal categories *of the future property donation contract – the contract of inheritance* and their compliance with the essential components of the legal category of *the permissible complexity of the essential components*, the choice of law is important.

Without a doubt, the subject of legal regulation of the mentioned above legal concepts will include a certain part of the inheritance legal order.

The norms of the obligatory legal order will also be included.

Undoubtedly, the legal systems of the mentioned above legal regimes will be included in the legal regulation.

This feature gives rise to certain difficulties in the qualification of the subject defined by the norms of the legal category of *permissible complexity of essential components* in relation to the status of rights and obligations determined by legal category of *a contract of gift of future property – a contract of inheritance* norms.

The right of contractual inheritance, determined by the general clause *future inheritance* in relation to the norms of the conflict factor *contract of gift of future property – contract of inheritance*, undoubtedly has an abstract legal nature due to substantive conflicts that have an interpersonal legal nature.

Due to this circumstance, the essential generic feature inherent in the status of rights and obligations, both under the inheritance contract and under the future property donation contract, is inheritance, which is complicated by the norms of the general clause *inter vivos* and *inter vivos – mortis causa*, as well as their combinations, are established by the norms of both inheritance and obligation law.

Based on this, the abstract nature of the norms of this type of status of rights and obligations requires legal confirmation in accordance with Civil Law sections 1673 and 1674.

In situation of application of German substantive law norms – the norms of the German Civil Code paragraph 431.

The legal confirmation of these norms is necessary for the purpose of recognizing them as obligations that are essential components of the status of rights and obligations that are essential for the future property donation contract and inheritance contracts.

In this case, the future property donation contract and the contract of inheritance are recognized as concluded and entered into force in accordance with Civil Law section 646 provisions, taking into account Civil Law section 1533 provisions.

This legal statement is also necessary for the purpose of determining the essential components of the rules that ensure the indivisibility of the subject of performance as the basis for establishing a joint and several obligations.

The establishment of a joint and several obligations must be made in relation to objects that are essential for establishing the rules of the conflict factor *achieving a complete agreement regarding the future inheritance*.

This legal statement must be established by a unified conflict binding, specialized discretely future property donation contract and contract of inheritance legal regulation.

The specialization of this conflict binding must be achieved through the diversification of the conflict factors of the above mentioned Civil Law norms.

The effect of the conflict factor – *reaching a complete agreement* regarding the norms of the status of rights and obligations – presupposes the existence of the corresponding competent law.

Conflict factor: substantive law hypothesis norm that forms and determines the binding and scope of a conflict norm.

Conflict factor definition in certain (procedural) cases: the process of emergence and termination of a conflict norm in relation to the legal force of a substantive law norm. This process is provided by initial, final, and definitive norms. Within the framework of this process of emergence and termination of the mentioned conflict norms, their imperative legal categories carry out the formation and determination of the legal basis for the scope of a conflict norm – *authors' note*.

To determine this right, the Civil Law, by virtue of the provisions of section 4, must use the provisions of the norm established by the provisions of sections 418, 640, 646 in relation to the norms determined by *future inheritance* conflict factor imperatives.

However, by virtue of Civil Law section 6 provisions, this basis may be recognized as conflicting and, as a consequence, invalid due to a defect in the content.

Due to the conflicting grounds defined by Civil Law sections' 418, 640 and 646 provisions in regard to Civil Law provisions established by Civil Law section 1533 for conflict factor *future inheritance* imperatives.

In this case, the conflict of laws rule may determine the competent law to be the law corresponding to Civil Law section 1912.

In this situation, Civil Law section 1926 provisions will be excluded from the norm defining the conflict factor *future property* as an object of contractual inheritance corresponding to the conflict factor *future inheritance*.

The exception described above does not comply with the provisions of the above mentioned imperative norms, established by the legal category of *permissible complexity of essential components* in terms of essential components of norms determined by conflict factors *future property* – *future inheritance*.

In order to form a consistent legal basis that complies with Civil Law section 4 provisions and complies with the norms of *the permissible complexity of essential components* legal category.

This procedure is fundamental.

For the purposes of determining the competent legal regulation in the case of the corresponding right to recognize a contract of gift of future property as a contract of inheritance and determining both the primary and derivative status of rights and obligations.

The above mentioned norm, together with this category, must determine the law of which sphere of legal regulation should be applied to this private law relationship in the situation of legal norms that determine the legal interpretation *according to the direct meaning of the law and in accordance with the system of laws*.

The complication of the inheritance right of recognition in accordance with Civil Law section 606 provisions by another element determined by Civil Law section 1533 provisions introduces a split in legal regulation in the matter of determining and applying the rules corresponding to the rules of interpretation fixed *in the direct meaning of the law and in accordance with the system of laws* categories.

For the purposes of determining the primary and derivative status of rights and obligations, the resolution of the above dilemma is of fundamental importance.

The conflict factor *is the achievement of a complete agreement* in accordance with the purposes of the inheritance law applied to the rules that form the essential components of both the future property donation contract and the recognized concluded inheritance contract.

In this application of the conflict factor rule *reaching a full agreement* norms persons' actions must comply not only with Civil Law chapters' „*Opening of Succession, Protection of Estates, and Inheritance Actions*”, „*Accepting and Taking an Inheritance*”, „*Mutual Relationships Between Co-heirs and Division of the Inheritance*” provisions, as well as with Civil Law chapter „*Termination and Loss of Inheritance Rights*” provisions, but also with Civil Law chapter „*Gifts*” provisions.

The above match does not currently exist.

In turn, the conflict factor *of reaching a complete agreement* regarding the status of rights and obligations within the framework of legal regulation of the future property donation contract – *a contract of inheritance* categories in accordance with the inherent legal nature by virtue of the rules according to the system of laws interpretation must comply with Civil Law chapter „*Contractual inheritance*” provisions.

Also, the above mentioned conflict factor must comply with Civil Law general and special provisions of „*Obligations Law*” chapter.

Legal regulation regarding the validity of established and terminated norms that constitute the primary status of rights and obligations must be developed and normatively enshrined.

Legal regulation regarding the validity of formed and terminated norms that constitute the derivative status of rights and obligations must be developed and normatively enshrined.

Legal doctrine calls this legal regulation *legal norms validity statute* (Bermann 1988:779).

While emphasizing the applicability of the statute of validity in relation to a recognized inheritance contract based on the mandatory provisions of the contract of gift of future property, it seems appro-

appropriate to focus attention on the question of whether it would be correct in principle to recognize this legal deal as an inheritance contract.

Undoubtedly, the complex nature of the validity of recognition due to the circumstances listed below, which indicate differences in the concepts of legal error, which are essential for a the future property donation contract and, separately, a contract of inheritance.

As a general rule, a mistake entails the recognition of this legal deal as invalid if it was of significant importance. A mistake regarding the nature of this legal deal or the identity or such qualities of its subject matter that significantly reduce the possibility of its use for its intended purpose is of significant importance.

Minor errors and insignificant discrepancies between the desired and actual consequences arising from this legal deal cannot serve as grounds for recognizing this deal as invalid.

A material error must concern the main elements of the transaction: the nature of the rights and obligations arising and terminating, the quantity and quality of the subject of the transaction, the type and other grounds.

An error is also considered significant if the consequences of the error cannot be eliminated at all, or if their elimination involves significant costs for the erring party.

The text of the Civil Law contains a phrase that clearly indicates the possibility of a significant error on the part of the parties to a contract for the donation of future property in relation to the imperative norms of *a contract for the donation of future property, recognized as an inheritance contract* conflict factor.

This phrase is expressed in *circumstances of the matter* category.

The difficulty arises from the fact that the rule introducing this legal category establishes the law applicable to reciprocal wills, prescribed by Civil Law section 605 provisions.

As a result of this circumstance, legislator must introduce a condition that would allow the application of this rule to the recognition of a contract of gift of future property as a contract of inheritance.

In order to create legal conditions for the interpretation of the legal category of *the circumstances of the matter* in relation to the future property donation contract as a primary legal deal in relation to the inheritance contract, section 605 should be introduced into the Civil Law, establishing legal effect of the *circumstances of the matter* category in following wording:

if party – the donor – the future testator or the donee – the future heir – have fully or partially fulfilled their obligations under the future property donation contract, then in interpreting the term “circumstances of the matter”, rules are used which harmonize donation law norms with inheritance contract appropriate law norms.

Undoubtedly, *circumstances of the matter* legal category without proper interpretation introduces a significant misconception of the nature of this deal or the identity or such qualities of its subject that significantly reduce the possibility of its use for its intended purpose – to unify the rules that form the legal basis of the future property donation contract in relation to the future inheritance contract.

Without proper interpretation, unification of essential components in relation to the norms of the future property donation contract and the recognized concluded contract of inheritance is not achieved – the content of the future property donation contract recognition as a contract of inheritance should not exist as a correct object of legal regulation.

Since the future property donation contract was introduced by the legislator with a general character by the clause of contractual inheritance, the norms of this clause must contain legal categories that are fundamental for the formation of conflict rules, ensuring the unification of essential components in relation to the norms of the future property donation contract and the recognized concluded contract of inheritance.

This deficiency can be compensated for by introducing a conflict factor, enshrined in the legal category of *various forms and agreements within the framework of existing and recognized concluded inheritance contracts and other contractual inheritance transactions.*

This conflict factor should be used as a unifying balance of the status of rights and obligations, an instrument that ensures a fair, competent legal regulation, emergence of both common and individual objects of the inheritance mass

The norms of this conflict factor should be used as a unifying balance of the status of rights and obligations instrument in the situation of receiving an inheritance by authorized subjects in accordance with the norms of the conflict factor *opened inheritance* (Civil Law, section 655), as well as the conflict factor *future inheritance*, established by Civil Law norms, prescribed by sections 463 and 646 provisions in relation to Civil Law norms prescribed by section 1926.

Civil Law section 463 as the basis of *the content of the will* conflict factor, abstracting the object composition of the inheritance mass, by applying the provision that *the will must express the true will of the testator* for the purposes of the emergence of the norms of the most significant connection in relation to the norms of *the content of the will – the content of the contract* conflict factor must also be subject to objectification.

In relation to the present moment, *a circumstance of the case* legal category introduces into the system of norms of the status of rights and obligations the legal possibility of giving a private character to the norms regulating the legal regime of material error.

Thus, recognition of a contract of gift of future property as a contract of inheritance will be impossible due to the impossibility of applying the rules of a contract of gift of future property to a contract of inheritance.

The private nature of the norms in this case is objectified in the legal possibility of giving legal force to the norms on a material error in relation to either a future property donation contract or a contract of inheritance recognized on the basis of future property donation contract. Private nature of the norms mentioned above does not correspond with legal regulation Civil Law, prescribed by sections 4 and 6 legal regimes.

This provision is unacceptable from the point of view of the complex nature of this legal deal and, undoubtedly, the initial status of rights and obligations that existed in relation to the joint will, as well as the derivative status of rights and obligations, the norms of which are formed from the norms of the initial status of rights and obligations.

Thus, this legal phenomenon – private nature of the rules on material error – does not provide a proper interpretation of the rules of the status of rights and obligations within the framework, prescribed by *various forms of inheritance contracts* conflict factor' norms in relation to the rules, prescribed by conflict factor' *the present property of the testators – the future property of the testators* norms.

The private nature of these norms cannot be used to create a balance of objects of the inheritance mass within the framework of the norms, prescribed by conflict factor' *present inheritance – future inheritance* provisions.

The private nature of the norms, essential for the process of recognizing a contract of gift of future property as a contract of inheritance, manifests itself as a problematic situation also in relation to the subjective, objective and substantive aspects of the norms of the law of recognition as an independent legal category, constituting the status of rights and obligations.

An example of this statement is a conflict factor *the content of the future property donation contract – the content of the inheritance contract* essentials.

Civil Law provisions, ordered by section 1926, together with Civil Law provisions of sections 1428 and 1440, as the basis for *the content of the future property donation contract* conflict factor imperatives, constituting the content of this contract, distinguish two fundamental provisions:

1). the object composition of the inheritance mass is abstracted as a legal consequence of recognizing the future property donation contract as a contract of inheritance

2). the presumption is established that *the future property donation contract must express the true will of the testator*.

Civil Law section 639 norms, denoting inheritance contract content, abstracting its content, establish law on future inheritance private provisions, which is essential only for these agreement Civil Law section 639 essentials, not provides content for inheritance contract, as a legal consequence of the future property donation contract.

Undoubtedly, this state of legal regulation does not contribute to the emergence of unified norms establishing the legal regime for the content of a contract for the donation of future property as a primary legal deal in relation to a potentially recognized concluded contract of inheritance.

The private nature of the norms *the content of the future property donation contract – the content of the contract of inheritance* conflict factor should both generate and, at the appropriate time, terminate both the rights and obligations determined by the legal norms of contractual inheritance in a situation of instability of the essential components of the future property donation contract with a contractual inheritance clause, determined by the norms of *future inheritance* conflict factor in relation to the rules of *opened inheritance* conflict factor.

This requirement is not currently met.

The situation of instability arises due to the absence of a stated moment in time when the future property donation contract will be recognized as a concluded contract of inheritance.

The norms determined by Civil Law sections 1533, 1672, 1673 provisions, which could serve as the basis for determining the moment in a concrete time period in relation to Civil Law norms prescribed by Civil Law sections 639 and 1926, should be excluded from the recognition process due to the mandatory provisions of Civil Law sections 1 and 4.

The legal basis for the exception is Civil Law section 4 provisions, which states, that *the provisions of this Law shall be interpreted firstly in accordance with their direct meaning*.

In the situation described above, the subject of the legal relationship, which is understood by the legislator under the meaning of *direct meaning* legal category in relation to the unified norms determined for the purposes of Civil Law sections 1533, 1672, 1673, denoted as unclear.

These rules should serve as the basis for determining the moment in time of recognition of the future property contract as a contract of inheritance in relation to the provisions of Civil Law sections 639 and 1926.

There is no doubt that *direct meaning* legal category in the situation of the future property donation contract should be defined as the gratuitous receipt of an inheritance by the heir under the contract of inheritance.

Currently, content of future property donation contract' content for the purposes to recognize this contract as an inheritance contract have a mixed legal nature.

The mixed legal nature in the situation serves as a potential conflict of norms, which secure the will and wills' expression in *the expression of will of the donor – the future testator and the donee – the future heir, determined in the future property donation contract – the expression of will of the heir and the testator, appointed in future recognized concluded contract of inheritance* conflict factor norms.

At the moment of drawing up a future property donation contract by authorized persons, both donor – the future testator, and donee – the future heir assume a conflict status, determined by complex legal concept *the subject of inheritance law – the subject of the inheritance legal relationship* provisions.

This circumstance undoubtedly affects both the norms that constitute the primary status of rights and obligations, and the norms of the status of rights and obligations of a derivative nature.

In this case, the assertion about the need to move away from private norms by creating norms that have a general legal nature is justified.

It seems that it is these norms that will contribute to the balance of legal categories and conflicting factors that make up the system of norms of primary and derivative legal status.

The above provision does not meet the criteria of the most significant connection established by Civil Law sections 1672 and 1673 provisions in relation to the requirements of complex norms formed on the basis of these articles.

It also does not meet the criteria of the most significant connection with Civil Law section 639 – the rules prescribed by conflict factor *the content of the contract of donation of a future thing – the content of the contract of inheritance* have a mixed and simultaneously, unstable legal nature.

At the same time, the volume of the conflict link does not provide the value equivalent required for the comprehensive and fair satisfaction of the requirements of Civil Law section 872 in terms of the rules of the conflict factor *special value* provisions.

The legal category *the special value of a thing in connection with the personal relationship of the owner* rules in the context of the above is understood as the desire of the heir and the testator in a situation of awareness of the legal necessity in which the future property donation contract will be recognized as a contract of inheritance.

The legal category *the special value of a thing in connection with the personal relationship of the owner* requirements should contribute to the creation of a legal relationship that meets the imperative norms of the conflict factor *the presence of a complete agreement* statements regarding the lifetime execution of the norms that constitute essential components of the future property donation contract, recognizing them as essential components of the inheritance contract.

In this process, in relation to the individual legal status of persons determined by legal categories *the former donee is the current heir* and *the former donor is the current testator*, legislator must take measures to overcome the essential components of the above mentioned conflict status, determined in relation to the effect of the norms of gift rights and the norms of the law of the inheritance contract in relation to the norms established by the complex legal concept of *the subject of inheritance law – the subject of the inheritance legal relationship*.

These measures should also be taken to establish the norms of the most significant connection with the goals of establishing a balance between the norms of the law of donation of future property as a special case of contractual inheritance and the norms of the law of the inheritance contract.

The norms of the most significant connection must consolidate the objectification of the essential components of the conflict factor *the special value of the thing in connection with the personal relationship of the owner* in relation to the norms of the conflict factor *the content of the will – the content of the inheritance contract*, thereby facilitating the inheritance *de lege ferenda* of both unrelated persons and spouses.

In the case of this form of inheritance, the status of spouses as subjects forming the object base, both of the contract of gift of future property, and of the inheritance contract recognized on its basis, according to Civil Law section 114, third subsection provisions should be complicated by the norms that constitute essential components of the marriage contract *mortis cause*.

Otherwise, the complication occurs due to the essential components of the marriage contract, which are determined by Civil Law section 114, first subsection provisions.

The norms of objectification must comply with Civil Law sections 639 and 640 provisions.

Objectification must be carried out with the aim of the emergence and proper interpretation of the norms formed by Civil Law section 640 provisions in terms of the imperatives of the legal category *personal obligations – inheritance rights* in relation to Civil Law section 646 provisions in terms of the imperatives of *future call to inherit* legal category.

Objectification as a way of clarifying legal reality should facilitate taking into account the due circumstances that determine the choice of applicable legal regulation in relation to existing legal relations arising in the context of *the future property donation contract – the contract of inheritance* essential norms, existing as legal relations determined before the opening of the inheritance, as well as to continuing legal relations that arise as a result of the opening of the inheritance.

The objectification of essential components of legal relations arising and existing in complex of legal categories *future property donation contract – the contract of inheritance* imperatives should be understood as the normative consolidation of:

- 1). parties' individual legal status for future property donation contract;
- 2). parties' individual legal status of the parties for inheritance contract;
- 3). parties' corresponding legal status, which includes legal imperatives that constitute the volume of legal concepts of the individual legal status of the parties to future property donation contract, corresponding with the legal imperatives of the parties' individual legal status for the inheritance contract ;
- 4). in the provisions on the content of a legal deal, arising from the legal norms established above, determined by the rules of the law of future property donation contract;
- 5). in the provisions on the content of the recognized concluded inheritance contract arising from the legal norms established above.

Also, private and complex norms, which determine the rules of the content of the inheritance contract in relation to the rights of subjects to inherited property, obligations in regard to third parties, should be subjected for objectification.

The norms that ensure the lawful merging and delimitation of rights and obligations arising from a contract of gift of future property with the rights and obligations arising from an inheritance contract as an essential component of the inheritance contract must be objectified.

In the process of recognizing a the future property donation contract as a concluded contract of inheritance, there is a possible violation of the principle of proportionality and proportionality in the process of qualifying legal categories in the system of objects formed and terminated by essential components of the norms of the primary and derivative status of obligations.

There is a formation of objects of singular and universal legal succession that do not correspond to the principles and norms of the law of contractual inheritance in the system of *transactio sunt servanda – pacta sunt servanda* principles.

There is competition between objects of singular and universal succession.

There is no immutability of the object of legal succession, which is established as a consequence of the legal activity of a person in the process of exercising rights and fulfilling obligations within the framework of the dispositions of the norms mediating the conflict relationship provided by conflict factors *inter vivos – mortis causa* material and procedural norms.

The absence of a unified concept of a thing in the Civil Law (Balodis, K. Ievads civiltiesībās.: Rīga, 2007) and, accordingly, property, creates practical difficulties for statement of the problem of defining and applying legal norms establishing legal status of property, as the content of an inheritance contract in relation to legal norms establishing legal status of property, as the future property donation contract' content' objectification.

The reason for the difficulties is that the actual situations – the emergence and dynamics of development of obligatory legal relations within the framework of legal regulation of the norms of conflict factor *the future property donation contract – the contract of inheritance*.

This issue is complicated by *inter vivos* and *inter vivos – mortis causa* general clause norms, which forms essential hereditary legal relationship within the framework of legal regulation of the future property donation contract.

This legal regulation is in turn complicated by the norms *inter vivos* general clause.

Due to the fact that the norms of this clause include generic characteristics inherent to contractual inheritance essentials, both in accordance with the essential components of the future property donation contract, which constitute the inheritance contract essential compounds.

Conclusions. Donation contract concluded in accordance within Civil Law section 1926 provisions as an institution of contractual inheritance is a legal form which characterized by an unstable legal nature.

This section provisions calls a number of practical problems.

These problems are recognized as:

1) Comprehensive but non-unified competent legal regulation in relation to the norms of inheritance law and the law of obligations in terms of the norms determining the actual composition of future property as the actual basis of future inheritance. The above mentioned form of competent legal regulation, depending on the actual composition, is currently enshrined in the terminology identical to the norms of inheritance law and the law of obligations. With this form, the transformation of a contract for the donation of future property into a contract of inheritance is possible. However, consequences of this transformation acknowledged as unclear.

2) It should be noted that at present, competent legal regulation, depending on the actual composition of objects of property rights in norms *future property – future inheritance* complex of two mentioned above institutions, can transform the essential components of these institutes.

Also should be transformed – unilateral, mutual and corresponding rights and obligations, into rights and obligations that are essential not for the inheritance contract as a consequence of recognizing the future property donation contract. This transformation should be constituted into a non-unified, mechanically formed legal form. As a result this transformation should be uncorresponding to legal regulation of contractual inheritance as an inheritance contract basis.

Undoubtedly, this transformation will not appropriately change the fundamental legal categories essential for the future property donation contract legal regulation in regard to inheritance contract, which include the rules that determine appropriate status for inheritance rights and, accordingly, appropriate status for inheritance obligations.

3) This transformation will change the categories that are fundamental to the legal regulation of the gift agreement as a general legal fact, including the rules which determine the status of rights and obligations, the activity and retroactivity of the rules of both the right of gift and the right of contractual inheritance.

4) The categories transformed in this way, defining in identical but non-standardized terminology the essential components of both a gift agreement and an inheritance contract in the absence of normative regulation – the right to recognition as a specific legal regime – will undoubtedly lead to the formation of substantive conflicts.

5) Questions undoubtedly arise when determining the competent law to ensure the recognition process. The recognition process as a legal regime of an independent nature also causes substantive conflicts between the rules governing the right of inheritance under a gift agreement as a possible essential part of an inheritance contract and the rules governing inheritance under an inheritance contract. The reason for this phenomenon is the detipization of conflict factors. The detipization of conflict factors is the resulting confusion of material rules as a result of a substantive conflict without the legal basis required for a legal result.

6) In the situation of possible recognition of a gift agreement as a concluded inheritance contract, the detipization of conflicting factors will cause a conflict of qualifications. And in the situation of application of identical, but not unified legal categories related to the norms of contractual inheritance under a gift agreement of future property in terms of the norms of the conflicting factor *present property – future property* imperatives and the norms of inheritance under an inheritance contract within the framework of the norms of the conflicting factor specified above.

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