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ОСОБЛИВОСТІ НАБУТТЯ ПРАВА ВЛАСНОСТІ НА МАЙНО ТА ІНШІ РЕЧІ НА УКРАЇНСЬКИХ ЗЕМЛЯХ У СКЛАДІ РОСІЙСЬКОЇ ІМПЕРІЇ НАПРИКІНЦІ XVIII – НА ПОЧАТКУ XIX ст.

Анотація. Мета дослідження *– проведення дослідження щодо способів набуття права власності на українських землях у складі Російської імперії наприкінці XVIII – на початку XIX ст.*

Методологія дослідження *спирається на принципи історизму, системності, науковості, міждисциплінарності. Використано такі загальноісторичні методи: історіографічний аналіз, термінологічний аналіз, компаративний, типологічний.* ***Наукова новизна:*** *у науковій статті авторами розглянуті проблемні моменти щодо способів набуття права власності на українських землях у складі Російської імперії наприкінці XVIII – на початку XIX ст. Встановлено, що на українських землях у складі Російської імперії наприкінці XVIII – на початку XIX ст. поняття «набуття права власності» та «реалізація права власності» у текстах проаналізованих нормативних документів здебільшого є тотожними, оскільки загалом не існує відмінності між поняттями «власність» і «володіння». Проведено класифікацію форм права власності, за якою встановлено існування в Російській імперії верховної, повної, приватної та державної власності.*

Висновки. *Право власності на ту чи ту річ може виникнути в конкретної особи різними способами набуття права власності на українських землях у складі Російської імперії наприкінці XVIII – на початку XIX ст. Власність має розумітися передовсім як право (міра можливої поведінки). Однак свобода людини в процесі реалізації права на власність не може бути безмежною. Її рамки не повинні перевищувати той рівень, вище якого свобода однієї людини суперечитиме інтересам інших людей, суспільства або держави. Усі способи набуття права власності римське право поділяло на первинні і похідні. Указана класифікація збереглася й у текстах нормативно-правових актів наприкінці XVIII – на початку XIX ст.*

Ключові слова: *право власності; власність; способи набуття; договір; речі; майно; зобов'язання.*

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FEATURES OF ACQUISITION OF THE RIGHTS OF PROPERTY ON THE PROPERTY AND OTHER THINGS IN UKRAINIAN LANDS IN THE COMPOSITION OF THE RUSSIAN EMPIRE AT THE END OF THE XVIII – AT THE BEGINNING OF THE XIX CENTURY

Summary. The aim of the study *– conducting research on ways to acquire property rights on Ukrainian lands within the Russian Empire at the end of the XVIII – at the beginning of the XIX century.* ***Methodology of research*** *relies on the principles of historicism, systemicity, science, interdisciplinarity. The following general historiographical methods are used: historiographical analysis, terminological analysis, comparative, typological.* ***Scientific novelty.*** *In this scientific article the authors consider the problematic moments concerning the ways of acquiring ownership of Ukrainian lands within the Russian Empire at the end of the XVIII – at the beginning of the XIX century. It was established that in the Ukrainian lands of the Russian Empire at the end of the XVIII – at the beginning of the XIX century, the concept of «acquiring property rights» and «realization of property rights» in the texts of the analyzed normative documents are mostly identical, since there are generally no differences between the concepts of «property» and «possession». The classification of forms of ownership, which establishes the existence in the Russian Empire of supreme, complete, private and state ownership, has been carried out.*

Conclusions. *Ownership of a particular thing may arise in a concrete person in various ways in acquiring ownership of Ukrainian lands within the Russian Empire at the end of the XVIII – at the beginning of the XIX century. Ownership should be understood, first of all, as a right (measure of possible behavior). However, human freedom in the process of realization of the right to property can not be limitless. Its boundaries should not exceed the level above which the freedom of one person would be contrary to the interests of other people, society or state. All methods of acquiring property rights were divided into primary and derivative by Roman law. The specified classification was preserved also in the texts of normative legal acts in the late eighteenth and early nineteenth centuries.*

Keywords: *ownership; property; ways of acquiring; contract; things; property; obligations.*

Problem statement. The article explores ways of acquiring ownership of a particular thing on Ukrainian lands in the Russian empire at the end of the XVIII – at the beginning of the XIX century. Based on the analysis of legal acts of ownership, there appeared the subjects of civil legal relations on various grounds, in particular: since the conclusion of the contract, during the development of «free» lands, since the time of making things individually, etc. Conditionally, all methods of acquiring property rights can be divided into primary ones – if the ownership of the property arose for the first time and derivatives – the ownership right passed from one person to another by mutual consent and willingness (Boiko, 2000).

The analysis of sources and recent researches. Reliability, completeness and comprehensive coverage of the above issues are provided through research and critical analysis of scientific works, memories of lawyers and historians with their own, often atypical and revolutionary views on the development of legal science of that time, which somehow related to the acquisition of property rights on Ukrainian lands. This was observed, in particular, in the works of I. Boyko (Boiko, 2000), P. Danevskyi (1857), A. Kunitsyn (1820), T. Lishcheniuk (2001), M. Perhament (Pergament & Nolde, 1910), I. Pokrovskyi (Pokrovskiy, 1918), V. Cherevatiuk (2010) and others.

The publication's purpose is to conduct a study on ways to acquire ownership of Ukrainian lands in the Russian Empire in the late XVIII – early XIX century.

Statement of the basic material. In the text of the «Assembly of Little Russian Rights» in 1807 (§ 93, 94) another classification of the acquisition of property rights is given, namely, that the right to property arises if it is a fruit grown on the ground that is owned by the subject, or fell on its ground, if the property is created from a tree that is the property of the subject, that which is created from the material of the subject of ownership and can not be returned to its previous state, the house is erected on the site of the subject, since real estate follows the land (Vislobokov, Tkach, Usenko, & Chekhovich, 1993).

Instead, the Code of Local Laws of the Western Provinces of 1837 in § 496, concerning the classification of ways to acquire ownership rights, sends us to Articles 396–403 of the Complete Collection of the Laws of the Russian Empire, disclosing in its text only the features of the implementation of certain methods of acquiring property rights (Pergament & Nolde, 1910). One of the main primary ways of acquiring property rights was ownership or «occupation» – property acquired by the right of the first settling of free or abandoned land, which did not become the property of senior citizens or nobles.

In particular, this was allowed to be done by people of a spiritual, gentry or military rank. The owner of the land became the one who began to cultivate it first. This rule also applied to things, but they needed to confirm that this property did not really own the owner or the previous owner refused it. Thing is considered to be abandoned when someone leaves it because he does not want it to be his. Then he stops to be the owner of this thing. When the owner throws things at sea in a storm or bad weather to ease the movement of the ship, it has a totally different meaning. These belong to their owner, because they were thrown out to escape the disaster. In case if someone assigns such things to himself – he will be accused in the theft (Vislobokov, Tkach, Usenko, & Chekhovich, 1993).

The next way was to recognize the natural creation of a property right, ie, pouring, gradual application of sand and ground from the upper area to the lower one, which unintentionally increased one plot at the expense of another or a new island appeared on the river. Thus, § 400 of the Code of Local Laws of the Western Provinces says, «In this respect, the right of full ownership to the owner of the land is provided when using the dried land remaining from the river leaving,

along with what has grown there, in the place where the river was ...» (Pergament & Nolde, 1910).

In the civil law in the late XVIII – early XIX century, there were rules to regulate the relationship when lost things and treasures were found.

In this case, ownership was not lost, but only thing lost was the actual ownership. In particular, in the «Assembly of Little Russian Rights» there was a norm (Chapter XVI, § 96–101): «... who finds any thing on a public road, in a city, village, field, generally on the surface of the earth, he should have informed about it and handed it over to the local administration, which through publication, had to bring it to the public; costs and rewards to the person who finds the thing and notifies about it, were relied on the owner of the found thing». This implies: the person who found the thing did not become an owner right away. If during the five years the owner wasnot found, then the thing or its value was divided into three parts: one was received by the person who found the thing, the second was transferred to the needs of the church, and the third – to the state court or the owner of the land on which the thing was found (R.O. Stefanchuk & M.O. Stefanchuk, 2009, p. 964). At the same time, the legislator in the Civil Code of the Russian Empire in Article 859 affirmed that «one who accidentally found a lost thing, if the owner is unknown, has the right to remuneration for the find or the right to a found thing if such conditions are kept» (Pakhman, 1876). In particular, these rules included notice of finding to the police authorities within clearly specified terms, presentation of the found thing to its potential owner, at first demand, etc. Unlike the previous rule, according to the Civil Code, one could get the right to ownership of the found thing a year after the notice of the found thing, if its legal owner did not appear.

Separate legal regulation was determined for treasure, which in legal sense called silver, gold, money and other valuable things hidden in the land so long ago that their owner could no longer be known.

The main legal forms of the original acquisition of property rights were, first of all, state acts (royal letters of credit, hetman universals, «letters of the colonel»). The advantage was given to the charter of the king as the supreme overlord. They were considered a bigger guarantee than the Hetman's universals, the «deed of gift», of the Russian nobles, «the colonel's letters». Such documents required periodic

confirmation of legal validity, in particular when redefining the Hetman. The following ground – judicial decrees (decisions). Thus, in claims for the distribution of the inheritance, the disputed boundary, the right of ownership was acquired directly by the decree of the court. The main derivative way of acquiring property rights was the contract. The contract is one of the oldest legal constructions. Earlier in the history of binding law there were only delicacies that were direct heirs of one of the most resentful remnants of the tribal system – revenge (Pergament & Nolde, 1910, p. 291).

It should also be noted that the concept of a contract is different from the broader notion of a civil-law agreement: a contract is not any, but only an agreement that is implemented and coincides with the expression of the will of two or more parties. Only those obligations that appear on the basis of the agreement of its participants are recognized as contractual (Maikut, 2009).

In the period of the end of the XVIII – at the beginning of the XIX century , both obligations from treaties, and from delinquencies appeared. Contracts were concluded by mutual agreement of the parties. Thus, Chapter XI «Assembly of Little Russian Rights» in 1807, § 1 says, «The essence of the subject of the contract appears in the free will of everyone to dispose of the property belonging to him». § 496 The Code of Local Laws of the Western Provinces of 1837 consolidated the following provision: «... Rights to property are acquired without coercion and with consent. In case of violation of free consent, the right to property is not acquired ...». The purpose of the treaty could not contradict the law and public order. The unwarranted purpose of concluding an agreement made it worthless. Sulliveness existed when the contract was aimed at termination of legal marriage, evasion of payment of debts, transfer of rights to a person that she could not have, based on her social, legal and other status, to damage the state treasury. The subject of the contract could be the property or any actions of the person in relation to the property, which did not contradict the law, public order and charity. Otherwise, the deal did not have strength.

The contracts were concluded in writing and orally, however, for some of them (loans, donations, mortgages, luggage) only written form was determined. Thus, according to paragraph 15 of Chapter XI «Assembly of Little Russian Rights»: «Nobody can do lending without a written document ...» (Zalomov, 2012, p. 51). The parties could enter

into the terms of the contract that do not contradict the law – on terms, forfeit, security, payment and other.

The law provided for means of ensuring the execution of contracts, including: a guarantee, a penalty and a pledge of both immovable and movable property.

The most widespread agreements with the law were: mine (unlimited possibilities of mines of movable property were established, and real estatewas allowed to be changed only in some cases). For example, cities to obtain a comfortable expedition had the right to change state land to landlords (Article 3 «Certificates of Rights and Benefits to the Cities of the Russian Empire» of April 21, 1785). But the main thing remained the contract of sale, which was concluded both by the owner and by persons «on behalf». Only the property belonging to the seller on the property right, including the serfs (it was forbidden to sell serfs to non-native descendants) could be sold. § 329 «Collection of Little Russian Rights» from 1807: «Everyone has the right to sell his or her property, parent, maternal, well-deserved, bought or gained in other way». Article 830 Chapter VI of the Civil Code of the Russian Empire of 1814 establishes the norm where it is said: «Ownership of a movable thing starts on the basis of a contract concluded between the owner and the buyer from the moment when things are transferred to the buyer. The transfer takes place by handing the thing or transferring it to the buyer's property in another way» (Danevskiy, 1857).

The sale of real estate was carried out through registration of the relevant documents – the bills of sale, the details of which were regulated by law (Chapter XXVI «Assembly of Little Russian Rights»). «According to § 147, chapter XXI «Assembly of Little Russian rights» «… a person of a simple state who has no noble liberties, has no right in any way to acquire or possess noble property, in case of acquiring such property, the closest relatives can redeem it even after the expiration of the deadlines limitation period». At the same time, § 438 of the Code of Local Laws of the Western Provinces stipulates that «property belonging to the clergy, church scientists, educational and other non-governmental organizations can not be alienated without the High Consent».

Contracts were made by home, notarial, parole or serfdom order (Article 58 of Chapter II of the Civil Code of the Russian Empire

in 1814). The serfdom order – the contract is formed on the stamp paper in the office of the state body, certified by the required number of witnesses – from 2 to 5; parole – it is made by the contractors themselves, and then it is registered in a special book by a notary in the office of the relevant board or other public authority; home – on small affairs, which was drawn up and signed by the parties and certified by witnesses. Mining contracts are drawn up by the Notary Order (Full Collection of Laws of the Russian Federation, pp. 98–99). In the bill of sale it was indicated how the seller bought this property, and it was confirmed by his freedom from the prohibition on alienation and disposition of it (§ 499–501 of the Code of Local Laws of the Western Provinces of 1837) (Pergament & Nolde, 1910).

Interesting was the procedure for acquiring ownership of certain social classes. Thus, the peasants were given the right to buy their estates, and with the consent of the landlord – other lands. The redemption consisted in the fact that the government issued the landlord with securities the amount of land redeemed by the peasants, and imposed on the peasants redemption payments in accordance with the repayment of the paid landowner capital and interest thereon. The redemption was originally voluntary, with the consent of the landowner and peasant, and since 1882 it became mandatory (Lishcheniuk, 2001, p. 276). In order to facilitate the purchase of land by peasants in 1882, the Peasant Land Bank was founded.

The sale of property was allowed – a prototype of the contract of intent. Often, such a feature related to the contract of purchase and sale. After all, the development of industry, crafts, agriculture, transport communications in the Russian Empire in the second half of the XVIII – at the beginning of the XIX century determined the increase in trade operations, which conditioned the spread of the use of purchase and sale agreement and the emergence and active use of sales contracts. The contract of sale was recognized as an independent contract in the system of Russian law of the XVIII–XIX centuries and was a preliminary agreement on the conclusion of a subsequent purchase and sale agreement. The essential conditions of the contract of sale were the subject and the price of the future sale, the term and methods of securing the transaction related to the non-mandatory terms of the offer (Danilovich, 1861, p. 386). In § 1000 of the Code of Local Laws of the Western Provinces of 1837, it was stated: «Under the contract of

sale one party undertakes to sell to the other party, in clearly defined terms, movable or immovable property. The contract specifies the price, other conditions and a penalty, as a way to ensure fulfillment of the obligation».

In resolving the issue of separation of the purchase agreement from the contracts of sale and supply the most fair is the approach according to which the main distinctive feature of the offer was the purpose of the conclusion of this contract. As a kind of preliminary agreement, the offer was directed to the conclusion of the main contract, that is, the contract of sale.

Legislative consolidation of the institute in the Russian civil law of the XVIII century was due to the complication of the procedure for real estate purchase and sale transactions, as well as the equation of the buyer with the act, which establishes the basis and the actual acquisition of property rights (Kunitsyn, 1820).

The general provisions of the preliminary agreement, contained in modern legislation, were developed by the practice of using the institute of promise in the imperial law of the XVIII–XIX centuries. The main difference between the norms of the civil law of Ukraine in terms of concluding a preliminary agreement from the law and judicial practice of pre-revolutionary Russia is that the person obliged under the pre-war agreement could not be compelled to execute the buyer or before the transfer of property, the law in force, on the other hand, contains the provision that, in the event that the party which has concluded the preliminary contract deviates from the conclusion of the main contract, the party whose rights are violated has the right to apply to the court with the requirement to prompt the conclusion of the contract.

The preliminary contract was known to the Roman law (pactum de contrahendo) and represented a contract for the conclusion in the future for a specified period of a particular operation. In foreign law of the XVIII–XIX centuries, there were analogues of promise agreements. Thus, the French civil law is known for the «promise of sale» deal. The California Civil Code of 1873 contained provisions regulating such types of preliminary sale-purchase agreements as one-way and bilateral promises to sell and buy.

For the implementation of the contract for the sale of real estate, the law provided for two forms of its conclusion: a statement on the

deposit and prescription record (§ 1001 of the Code of Local Laws of the Western Provinces of 1837).

The lack of a holistic legal regulation of the procedure for the implementation of contracts for the sale of movable property gave rise to the application in practice of rules on the realization of the sale of real estate on the principles of operations with movable property.

The contract of sale of movable and immovable property was to be concluded with witnesses. The record of the contract was to be included in the special book of local government and the buyer received an extract from it for himself. There was a moratorium on the sale of church property. The exception was the property intended for the ransom of the prisoners (§ 330 of the Chapter XXVI «Assembly of Little Russian Rights», 1807). The sale of real estate took place due to the registration of the bills of sale, that is notarially, which was regulated in detail by law. For the sale of movable property the law did not establish a written form. The legislation of the investigated period recognized the obligation to give the sold thing within the established time frame and determined the responsibility for violation of this norm, compensation for losses caused by accidental damage to property, return of things that do not correspond to the declared quality, etc.

By regulating a mining contract, the legislation limited the land of immovable property, and this contract was necessary to be executed notarially. Twice in the XVIII century the authorities tried to impose a prohibition on this agreement (in 1714–1731 and in the years 1780–1788), but by the end of the century freedom of the mine finally won.

The contract for the formation of a company in the new economic conditions is widespread. The following types of partnerships were envisaged: a complete partnership (members of the partnership are responsible for all its agreements through their property); a partnership on faith or on deposits (part of the members, «mates» are responsible through all their property, part, «depositors» – only by made deposits); a stock company (the members only match to the contributions made in the form of shares); labor society or artel (members are bound by a circular guarantee, have a common account) (§ 1103 of the Code of Local Laws of the Western Provinces of 1837).

For the formation of the company registration was required (for the emergence of a joint stock company – the permission of the government).

Acquisition of ownership of land was characterized by certain features. At the end of the XVIII – at the beginning XIX century there were two main types of acquisition of ownership of land: obtaining a land allotment «in ranks for service» and acquiring it in various legal ways – obtaining a legacy, buying, occupying free and abandoned lands. In the process of development of social relations the legal status of «rank» lands and lands acquired by other legitimate means, gradually leveled off. Both in the imperial and in the law in force in Ukrainian lands, there were two main types of feudal possessions for land: the land received «for eternity» (in the property) – the estate; the rank – like the property that was considered temporary.

The estate, or «immovable possession» (Kunitsyn, 1820, p. 552) was a possession on the rights of full ownership. This landed property could be the object of purchase, sale, inheritance, mines and donations. The reason for the transfer of such lands to the Cossack's elder was the hetman's universals. The growth of the estate also contributed to the fact that all purchased, given, inherited possession was considered «immovable» and it has always been recorded in the relevant acts. In the Russian empire, such lands were provided with imperious orders (acts), which were recorded in the estate books. The acquirer became a full owner and had the right to own, use and dispose of specific property. Thus, the inviolability of land ownership was established. Another group of prominent possessions were temporary possessions. At the same time, the term for which land ownership was provided, was not called, but was determined by the general formula: «to the affection of our raimentary and military». Sometimes it was noted that the estate was provided to support the economy. Science has difficulty to determine why in some cases the provision of possessions was temporary. Mostly this happened when the possession was ranked or controversial; the one to whom it was given did not have legal grounds for obtaining estates in full ownership. In the future, this ownership was supposed to be taken in favor of the Hetman or other persons.

A significant group of land holdings were so-called ranked estates. Under this title are known possessions, which were provided

to the senior officers, as well as other representatives of local administrations (vistas, bourmasters, and from the second decade of the XVIII century – to Russian military ranks). They were provided to representatives of local administrations during their term of office. Fellows of ranked estates in every way tried to turn them into private property. The most favorable for this was the royal service and the receipt of a present (gift) for special merits before autocratic authorities or the Hetman.

Rank tenure has become widespread in the first half of the XVIII century. The land on rank (military position) was provided to the decision of hetmans, colonels and sotniks (Cossack lieutenant) within their authority. In the XVIII century, the land for the rank of senior officer was endowed with the royal government. Ranked land ownership gradually converges with the legal regime of estates. The transitional stage before this was the transfer of ranked land on the basis of the inheritance, on the condition that the descendants would carry the service. Also, the owners of the ranked lands secured their ownership through reformed tribal courts in the second half of the XVIII century, using the age-old prescription, and in connection with the transition of the Cossack army into the Russian. After the liquidation of the hetman regiment-sotniks system all the rights of the Russian nobility were spread to the Ukrainian elder. Later, the equality of rank and land estates was legally secured.

Peculiar norms of local law in the Right-Bank, which were used before the entry into force in the region of the Code of Laws of the Russian Empire in 1840 and were included in the above-mentioned draft Local Laws of the Western Provinces. The most revealing legal norms that distinguished the legal structure of the right-bank provinces from the all-Russian legislative space was the settlement of relations in the donation contract, namely: the subjects of the right of property of the Right-Bank Ukraine had full and unlimited freedom in giving their belongings to any person, in the Russian Empire such right was extended only to the closest relatives. The peculiarities of donating property in accordance with the Code of Local Laws of the Western Provinces are described in detail in the previous section of the scientific study.

Comparing the special rules for the Poltava and Chernihiv provinces of the provisions of the Laws of the Russian Empire with the

imperial legal norms, O. Korostashov noted that the norms, which revealed the features of legal relations (primarily civil and family law), were reflected in 53 articles of the Law of the Law civilian (Volume X of the Law of the Russian Empire of 1842). The most complete differences between the special provisions for the Poltava and Chernihiv provinces by the provisions of the Law of the Russian Empire and general imperial legal norms are found in the regulation of the property rights of the spouses, as well as the prevalence of the rights of the father over the rights of the mother to children, the peculiarities of the legal provision of loan institutions, inheritance and care (Cherevatiuk, 2010, p. 32).

Acquisition or transfer of property rights was also carried out through inheritance and the institution of marriage. The inheritance of the property took place in accordance with the will or law.

The will was necessarily written in the form of persons who were «with a healthy mind and firm memory» and in accordance with the law had the right to alienate their property. Thus, according to § 265 of the Collection of Little Russian Rights in 1807, «... a testament or other spiritual record can not be made by these persons: men under the age of 14, women under the age of 12». The Code of Local Laws of the Western Provinces of 1837 in Article 308 provides for the right to make a will to persons who reached the age of 21. In § 270 «Collection of Little Russian Rights» the form of making a will is described, a саме: namely: «as a general right to do the testament: if someone wants to bequeath his property to another person, he must do it in good health and in the presence of seven witnesses, to whom he will announce his will». Similar norms are duplicated in other normative legal acts (the Code of Local Laws of Western Provinces, the draft Civil Code).

There were two kinds of wills: the will of the general form and the will of a special form. The wills of the general form were divided into notarial and domestic wills. The notarial will was made by a notary in the presence of three witnesses, and if one of the witnesses was a priest, then in the presence of two witnesses. Witnesses could be only individuals who were not involved in the inheritance and not soul-bearer, for the validity of the will signatures of witnesses were needed. In the absence of a will, the property was passed to the heirs by law and was distributed according to the following principle: § 196 Assemblies

in 1807: «Every maternal property left after her death, and not properly divided, both movable and immovable, ie money, gold, silver, pearls, precious stones, dress, utensils, tin, copper, horses, carts, carpets, utensils and home-made utensils, as well as the dowry is added to the property of a husband, all in equal parts is divided between sons and daughters. § 197 Collection of 1807: «The immovable property, treasures and movable utensils left after the death of father, inherited only to sons and relatives on the father's line, especially if the father did not leave a testamentary or other spiritual record». Thus, the closest right of inheritance was to the relatives of the male (the sons of the deceased, in the absence of sons grandchildren became the heirs, in the absence of grandchildren – great-grandchildren, etc.).

If brothers were alive, daughter received fourteen parts of immovable property and an eighth part of the movable. In the absence of male heirs, heirs of a female were involved in inheritance: daughters, granddaughters, etc.

If there were no direct heirs, the legacy was passed to further relatives – cousins and second cousins. By law, children were divided into legal and illegally (non-marital) born. The last ones had no right to the name of the father and his property (§ 283, 288–289 of the Code of Local Laws of the Western Provinces from 1837). If a person of a Cossack status acquired a noble title, then the real estate was allowed to be inherited or given in any other way to his heirs. In the case of the transition of the Cossack to the taxpayer, the burghers or state peasants, as well as the circumcision of the monk, his children did not inherit the parental property, but were obliged to sell it (Zakharchenko, 2007, pp. 141–146).

Conclusions. Based on the foregoing material, the following primary methods of acquiring property rights are investigated: ownership or «occupation», the natural creation of an object of property, the discovery of lost things or treasure. State acts and contract were reviewed among the derivatives. All methods of acquiring property rights were divided into primary and derivative by Roman law. The specified classification was preserved also in the texts of normative legal acts in the late eighteenth and early nineteenth centuries.

The article focuses on the study of such primary ways of acquiring property rights: ownership or «occupation», the natural creation of an object of property, the discovery of lost things or treasure. State acts

and contract were reviewed among the derivatives. Each of these sources passed its evolutionary path under the influence of state, trade and economic, social and domestic processes, in order to ensure their existence and effective practical application.

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