

Отож, потрібно створити повноцінну науково обґрунтовану правову базу розвитку національної космічної діяльності.

Виходячи з вищенаведеного можна стверджувати, що основним завданням кодифікації є приведення чинного національного космічного законодавства у відповідність з потребами сучасного етапу та перспектив розвитку відносин у сфері дослідження й використання космічного простору. Тобто процес кодифікації повинен заповнити існуючі прогалини у правовому регулюванні космічно-правових відносин; усунути суперечності, наявні у чинному космічному законодавстві, колізії та дублювання; сприяти розробці нових універсальних космічно-правових норм; виключити застарілі та неефективні норми.

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## **FEATURES OF CIVIL AND LEGAL REGULATION OF PROPERTY RELATIONS ON THE TERRITORY OF UKRAINE DURING THE LITHUANIAN-RUS PRINCIPALITY**

Property relations are voluntary social relations concerning the ownership, use or transfer of immovable and movable property and other material goods from one subject to another.

The origins of many problems associated with the formation of capitalist relations in Ukraine should be sought among the processes that took place in the Ukrainian lands, beginning with the days of Kyiv Rus and ending with a time when sometimes quite tragic historical events Ukrainians lost any manifestations statehood and came under the rule of the Grand Duchy of Lithuania, the Commonwealth and the Kingdom of Moscow. However, thanks to these processes, Ukraine in the future was able to acquire completely unique features that resulted from the influence on the culture, spirituality and mentality of its people of different civilizational communities: Western Catholic and Eastern Orthodox. It was in the conditions of such multi-civilization that the formation of civil legislation took place on Ukrainian lands [1].

Regarding the direct regulation of civil relations, it should be noted that in the Russo-Lithuanian state formed a fairly diverse system of legal sources. Its initial basis was the developed law of Kyiv Rus. A special role among the sources of law in Ukraine was played by Ruska Pravda, which had a significant impact on the development of the legal systems of the Grand Duchy of Lithuania and the Kingdom of Poland, which included most of the Ukrainian lands.

Civil cases in which the defendant was a minor were not considered by the courts until the person reached the age of majority. The subjects of legal relations in court were adult children, but if they lived with the father, the claim was sent on his behalf, and the wife's claim - on behalf of the husband [2]. The dependent population did not have the right to go to court. Only the owner could represent their interests in court.

Objects of property in the Grand Duchy of Lithuania were divided into immovable, which included land, buildings, forests, and movable – all other movables. The main attention was paid to the legal regulation of land ownership. The largest land holdings belonged to the Grand Duke of Lithuania. In addition to the Grand Ducal, there were magnate, noble, church and peasant property. Depending on the method of acquiring the right of ownership, the estates were divided into: - ancestral, i.e. inherited by the father and transferred to the son; served or received for temporary use under certain conditions, such as "to the stomach" or to the "will of the lord"; purchased as a result of purchase and sale. Land ownership of all kinds was inviolable. However, there were some exceptions. The subjects who fled to the "enemy land" were considered state criminals, and their estates passed to the prince's treasury [3]. The criminal's children lost their right to real estate. However, it was restored if the criminal was detained and transferred to the Grand Ducal court. Daughters who married a foreigner or did not receive a parental blessing for marriage were deprived of the right to a

share of parental property. The right of possession was confirmed by a letter or prescription of time. In the absence of supporting documents for real estate, it was selected and transferred to the treasury of the Lithuanian prince. The Lithuanian charter in all three editions obliged each landowner to perform military service personally and, depending on the size of the land settlement, had to send a certain number of armed subjects to the army [4]. A nobleman who refused to perform military service without good reason was deprived of the right to own land. The estate passed to the land fund of the Grand Duke of Lithuania.

Treaties in the Grand Duchy of Lithuania were concluded mostly in writing in the presence of witnesses. The court official recorded the fact of absence of coercion on the part of one of the parties and certified the legal capacity of the counterparty. In general, the binding relationship has not become widespread. In terms of subsistence farming, mine and gift agreements were most often used. With the development of monetary relations, the contract of sale of movable property became widespread. Real estate was mostly leased or pledged. Pledge in the Lithuanian-Russian state was the leading form of ensuring the fulfillment of obligations [5].

The transfer of ownership from the debtor to the creditor provided the latter with the repayment of the debt, and the right to use the mortgaged property opened up the possibility of obtaining additional income. The mortgagee had the right to dispose of the mortgaged property, but only within the institution of re-mortgage to third parties. Re-pledge could be carried out only in the amount of debt and on the same terms as the pledge. In the case of transfer of estates to mortgage possession, movable property, in particular tools, persons who worked or lived on the territory of the estates, also left with them [6]. The peculiarity of the mortgage possession of the Lithuanian-Russian state was that not only personal property rights but also state positions could be pledged. Legal sources have recorded the frequent facts of the transfer of the rights of the mayor or city mayor. The term of transfer of real estate in mortgage ownership was determined by agreement of the parties. According to the Lithuanian statute, the pledged property was not subject to statute of limitations and did not become the property of the pledgee, but remained a pledge for life, until redemption by the debtor or his heirs. The owner could inherit the mortgaged real estate both by law and by will. But if the pledge agreement states the transfer of ownership of real estate in case of non-redemption, the creditor from the moment of expiration became its owner. Movable things were allowed only to own, but not to use.

The consequence of non-redemption of the thing within the specified period was its sale with the permission of the court. If the proceeds exceeded the debt of the mortgagor, the surplus was returned to the latter. When the amount was less than the debt, the difference was levied on the rest of the mortgagee's property. The contract of pledge of movable property was concluded for an indefinite period. In this case, the pledgee appealed to the court, which set the redemption period, as reported by the pledgor. If during this time the mortgagor did not redeem the thing, the ownership of it passed to the mortgagee.

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### **УДОСКОНАЛЕННЯ ЗАКОНОДАВСТВА У ПОВІТРЯНІЙ СФЕРІ**

На даний момент повітряне право є необхідним підґрунтям для формування національної внутрішньої та зовнішньої політики, розвитку авіації України, забезпечення безпеки її діяльності та раціонального та ефективного використання з питань національного повітряного простору, правового забезпечення виконання прийнятих політичних рішень.

Актуальність зазначеної проблеми полягає в тому, що бурхливий розвиток цивільної авіації у всьому світі та в Україні,