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PROSPECTS FOR THE INTRODUCTION OF CONSUMER BANKRUPTCY IN UKRAINE

Bankruptcy of an individual who is not a business entity is well-known abroad, but it is new to the national legislation. Most countries effectively using the procedure of consumer bankruptcy and help to resolve the issue of repayment of bad debts of the borrower to the lender. Therefore, the test questions are important for Ukraine.

Introduction individual bankruptcy really could resolve the question of the relation between the creditor and the debtor. Also, consumer bankruptcy could help avoid long-term, and in some cases life-long benefits of debt and help in get-

ting the lender of its own money.

Since the financial crisis was started in Ukraine, deputies have made more than one attempt to legislate the mechanism of individual bankruptcy. The first steps were in 2009 and 2011.

The state should not be just an observer in this situation, it is obliged to intervene and help conscientious borrowers who have lost the ability to perform debt. As a result, new law on bankruptcy of individuals (so-called «consumer bankruptcy») will help the debtor to pay the debt and restore normal life and to the lender a guarantee of fair debt payments.

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DISTINCTIONS OF THE GUARANTOR'S RECOURSE CLAIM AGAINST THE PRINCIPAL

This article is dedicated to examination of distinctions of the Guarantor's recourse claim, who has fulfilled the guaranteed obligations. It's deduced that the Guarantor's rights on the recourse claim against the Principal and such claim value are conditioned by the contract provisions between the Guarantor and the Principal or other person, under request of which the guaranty is granted.

Characteristic aspects of the procedure on determination of the Guarantor's recourse claim value were examined. It's deduced that according to a general rule the Guarantor shall have a right of exoneration against a debtor relating only those amounts, which were actually paid by the Guarantor to the Creditor. However, in event of breach of the debtor's obligation to return relevant funds