

# **Inheritance contract and donation mortis causa as a manifestation of autonomy of will of testator (donor)**

## **Abstract**

This rigorous thesis is focused on two institutes, namely the inheritance contract and donation mortis causa from the perspective of a testator's or donor's will. Autonomy of will of a testator is one of the main principles of Czech private law. Goal of this thesis is to found out where there are restrictions for the testator (donor) and if there is enough possibility to fulfil free will in these instruments. Thesis follow the research of possibility to choose contractual party, limitation of the asset that can be included and limitation of disposal with the asset after conclusion of the contract. The aim of this work is to determine whether the current legislation enshrining the contract of inheritance and donation in case of death provides the testator (donor) with sufficient legal certainty, especially with regard to the fact that the legal effects of these legal acts are linked to the death of the testator (donor).

This thesis provides introduction to the autonomy of will principle. Further chapters are focused on explanation of notions stated above. Firstly, inheritance contract and -subsequently donation mortis causa. Because of the fact that institutes state above are old-new institutes adapted from ABGB of 1811, their historical development is briefly outlined, starting with the legislation of ABGB to the current legislation included in Civil Code of 2012.

This rigorous work mainly deals with the legal regulation *de lege lata*, which are described in detail. The work discusses the various advantages, disadvantages and risks for the testator (donor) from the point of view of his autonomy of will. It also points to the problematic issues concerning the institutes of inheritance contract and donation in the event of death and to the shortcomings in the legislation of these institutes, which are few. At the same time, the thesis also contains possible proposals on how to interpret problematic provisions or how to legislatively change the legal regulation *de lege ferenda*.