

## **Summary**

### **Common property of the spouses**

The common property of the spouses is an essential institution marital property law since August the 1<sup>st</sup> 1998. Until then, there was no mutual co-spouses. The common property of spouses is the unity and indivisibility of the legal property of spouses, without their interests were expressed in common property. Common property may arise only between spouses, not between companions. Common property of spouses may arise in two ways, on the basis of law – by the emergence of a marriage, even invalid; or by contract form of a notarial deed, which is a joint property of spouses postponed to the date of dissolution of marriage, in addition to the usual things forming equipment household. After the conclusion of this contract, each spouse acquires property only for himself. If the spouses acquire property together then it becomes the subject of their co – mutual.

The subject of common property of spouses acquired certain assets and commitments of the spouses or both together for the duration of the marriage. From the joint property of spouses under the act is excluded property acquired by inheritance or gift, the property acquired by one spouse for property belonging to his exclusive property and affairs, which serves the personal use of only one spouse and the case issued under the rules of restitution of property of one of the spouses which was issued in case the property before the marriage or which the case was published as a legal successor to the original owner. Further are excluded liabilities, which relate only to the exclusive property of one of the spouses and the commitments whose scope goes beyond the reasonable level of property of spouses, which took one of them without the agreement of the other spouse.

The law allows to couples to avoid the legal system of regulation of property relations and modified the scope of joint property according to their needs. Spouses may, therefore, the capital get expand or narrow above and below the statutory range. The common property of spouses can be modified by contract between the spouses or

judicial decision. Modification of court may be made for compelling reasons at the request of a spouse and to narrowing of common equity to the statutory limit.

The court also drill down the common property, if one spouse has obtained authorization for business or become indefinitely liable partner in a limited liability company.

The couple managed their assets in the common wealth together. The Act distinguishes between normal management of the assets, which may exercise each of the spouses separately and administrative unusual, in which the legal act to require the approval of both spouses. The law also allows for the conclusion of the prenup. When a man and a woman who wants to marry, enter into a contract form of a notarial deed, and adjust its future property relations

The common property of spouses shall cease in the event of dissolution of marriage and may also be extinguished for the duration of the marriage of the two statutory grounds. These two reasons are the declaration of bankruptcy the assets of one spouse and the operative part of the confiscation of property of any spoust.

After the termination of the joint property of spouses entering compulsory settlement, based on the written agreement of the spouses or of a judicial decision or the application of statutory presumptions. Incontrovertible legal presumption comes in the event that the name was not settled on the basis of a court decision or agreement of spouses within three years after its demise. The Act establishes the principle of individual settlements, which are particularly in guiding the court's decision on the settlement. The law is based on the fact that the spouse shares in the common property are the same. In the settlement account of the interests of minor children, family care and the merits of acquiring and maintaining the common properte. The best case for the spouses is mutual agreement on settlement of joint property, which is immediately regulated by law in the first place. This may be entirely the principle of contractual freedom, which is typical for the entire field of private law.