

SUMMARY

KeyWords: guarantee; legal relationship; domestic legislation; customs and civil law; legal property; stability; jurisprudence.

Subjectmatter: The contract of guarantee in the customs legal relationship

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Topicality (novelty): The guarantee is rather fully regulated in the, deeply investigated in the legal doctrine. At the same time there are unsolved problems in the law and debatable questions, and also the provisions in science demanding the scientific analysis and justification for stability of right application.

Theaimoftheresearch is a complex scientific research of one of the civil ways of providing performance of obligations - the guarantee realized in the form of the contract of guarantee and obligations accompanying it.

Objectives:

- to study the main approaches to understanding of the guarantee, its legal properties and signs;
- to consider the legal characteristic of the contract of guarantee taking into account doctrinal opinions and the developed jurisprudence;
- to analyze essence and contents of the contract of guarantee in customs legal relationship.

Theoreticalandpracticalvalueoftheresearch is caused by the civil approaches to studying of the contract of guarantee in the field of customs legal relationship. The practical importance of the work is in that the results and recommendations received in the research can be used at theoretical research in the specified area, and also for preparation of a lecture course and holding seminars on customs and civil law.

Resultsobtained: The main legal property of the guarantee as way of ensuring execution of the obligation is its accessory which means additional character of

the guarantee in relation to the basic obligation. It is expressed in that the guarantee stops with the termination of the obligation provided to them. Also the guarantee, by the general rule, follows the main obligation upon transition of the rights of the creditor under such obligation to other person. However the conclusion shows that the right of the requirement for the accessory contract of guarantee can't be transferred in a separation from the right of the requirement for the main obligation which is provided with the guarantee. On the basis of an accessory the guarantee differs from the bank guarantee.

Recommendations:The question of understanding of the nature of the guarantee has debatable character to this very day. Existence of a large number of the disputed issues connected with application of the guarantee, first of all connected with theoretical understanding of the designs laid in a basis of the contract of guarantee reasonably provokes interest in the specified subject.