

1) What is the most significant difference between contract of inheritance and deathbed gifts?

Contract of inheritance results in appointing the heir, i. e. universal succession, whereas deathbed gifts lead to acquiring a specific thing, i. e. singular succession. Other significant feature is that the contract of inheritance is not necessarily made in contemplation of death.

2) Why some legal orders do not recognize contract of inheritance?

Roman law did not recognize it as it was deemed overly limitation of testator's autonomy of will, because contract of inheritance is binding for both parties – as a result the testator cannot change his mind freely as in case of changing a testament. Today especially Romance states continue in this approach, whereas Germanic states traditionally recognize it.

3) What is the French approach to the contract of inheritance like?

As was written in the previous answer, it does not regularly recognize it, the French call contract of inheritance "pact of vulture", meaning the heir will be like a vulture benefiting from testator, who cannot change his mind.

4) Are contracts of inheritance recognized in your country? Describe the situation and/or write number of §/Article of your Civil Code (add a link to the text or translation of the code, if possible). Note for the colleague from Cyprus: in English law, there is instead of contract of inheritance the concept of "contract not to revoke the will", so it might (and might not) be another of possible solutions).

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5) Joint testaments are sort of predecessor of contracts of inheritance. Their advantage might be the lower formal requirements if compared two independent testaments. If you compare the situation in Austria (ABGB) and Germany (BGB), which one is more favourable from this point of view?

Definitely German, because if written by one party, the mere signature of the other party suffices.

6) Contract of inheritance is usually lucrative for the heir. But can some duties for him as well?

Yes, if it's of synallagmatic nature, where the heir is obliged to provide care and support for the testator (typically in Switzerland or Hungary).

7) Does contract of inheritance limit dispositions during the lifetime?

In some countries not (e. g. Austria), in some yes, such as in Germany (provided there is an intent to harm the heir's rights) or in the Czech Republic.

8) How would you explain the fact, that the renunciation contract is recognized even in situations, where "regular" contract of inheritance (e. g. in Poland)?

Conclusion of renunciation contract does not limit further dispositions of the testator – it might be just the opposite situation, because it is concluded with someone who would otherwise become the heir, so it enables the testator to arrange everything in a way more corresponding to his real will.

Note: Similar approach can be found even in states where entering into contract of inheritance is somehow limited (such as in Austria, where only spouses/fiancés) can conclude contract of inheritance, but anybody can conclude renunciation contract.

9) Who can be the parties of contract of inheritance?

In some countries whoever (Switzerland, the Czech Republic), in some countries only persons with specific relationships (such as spouses/fiancés in Austria or soldiers in case of Roman predecessor of contracts of inheritance (C 2, 3, 19).

10) Are renunciation contracts recognized in your country? Describe the situation and/or write number of §/Article of your Civil Code/other source (add a link to the text or translation of the code, if possible)

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