ABSTRACT

In the new Civil Code, petitio hereditatis may be defined as the real action by means of which the heir with universal hereditary rights or by universal title – as plaintiff – asks the court to acknowledge his heir statute and to compel the defendant, who claims that he has the heir title and holds a part or all of the goods belonging to the hereditary patrimony, to give back the goods in question.

KEYWORDS

The petition for an inheritance, art. 1130 of the new Civil Code, persons entitled to have their heir quality acknowledged, juridical features evinced by the petition for an inheritance

1. DEFINITION AND LEGAL REGULATION OF THE PETITION FOR AN INHERITANCE

Unfortunately, the current Civil Code does not regulate the petition for an inheritance, although the latter is unanimously recognized by the legal doctrine and jurisprudence. As a result of the lawmaker’s lack of interest in regulating the main juridical way to protect hereditary rights, the expression “petition for an inheritance” does not benefit from a legal acknowledgement in terminis, even if it is frequently resorted at.

On the contrary, Law No. 287/2009 on the Civil Code\(^1\) regulates the petition for an inheritance at its IV Title called Transmission and Division

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\(^{1}\) Law No. 287/2009 on the Civil Code.

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of the Inheritance, Chapter I – Transmission of the Inheritance, section 5 (articles 1130-1131).

Currently, in the absence of any legal regulation, the petition for an inheritance – *petitio hereditatis* in Latin – is defined by the legal doctrine as the real action by means of which the plaintiff (legal heir, universal legatee or legatee by universal title) asks the court to acknowledge his heir title and to compel the defendant - claiming that he himself is the deceased’s universal heir or heir by universal title - to give back the hereditary goods that he holds.

According to provisions of art. 1130 of the new Civil Code, the heir with universal hereditary rights or universal title may obtain at any time the acknowledgement of his heir quality in front of any person who, by claiming that he enjoys an heir title, holds a part or all of the goods belonging to the hereditary patrimony.

Even if these legal provisions aim at large to identify the persons who can obtain the acknowledgment of their heir statute, they allow us at the same time to define the petition for an inheritance. Thus, with reference to the provisions already mentioned of the new Civil Code, *petitio hereditatis* may be defined as the real action by means of which the heir with universal hereditary rights or by universal title – as plaintiff – asks the court to acknowledge his heir statute and to compel the defendant, who claims that he has the heir title and holds a part or all of the goods belonging to the hereditary patrimony, to give back the goods in question.

Therefore, it clearly emerges that the new Civil Code makes the most of the definition given to the petition for an inheritance by specialized doctrine. It cannot be identified any distinction between the definition currently provided to *petitio hereditatis* by the legal doctrine and that provided by the new Civil Code. Practically, the advantage of the latter is undoubtedly that of giving a name and a definition to the legal action aimed

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1 Art. 2664 align. (1) states that the “Current Civil Code shall become effective at the date provided by the law for its enforcement”. According to the provisions of align. (2) of the same legal text “Within 12 months from the publication of the current Civil Code, the Government shall submit for approval to the Parliament the bill for the enforcement of the Civil Code”.

at defending hereditary rights. Moreover, we consider that the new Civil Code defines in a satisfactory and complete manner the legal action mentioned above, subject of the current analysis.

2. **Persons entitled to have their Heir Quality Acknowledged**

The plaintiff is the person who does not own hereditary goods, at that moment in the possession of the defendant, on the basis of an apparent heir title. When it comes to the petition for an inheritance, the plaintiff can be represented only by the deceased’s legal or testamentary heir, universal or by universal title, but also by the deceased’s rightful successors. The legatee by particular title may not file any *petitio hereditatis*, since he enjoys no rights to the universal character of the inheritance and can exert his hereditary rights either by means of a real action (claim or confessory pleading) or by means of a personal one, as the case may be.

In what the defendant is concerned, he may be any person pretending to be the deceased’s universal heir or heir by universal title and who is in the possession of hereditary goods as a result of this quality.

Moreover, according to the new Civil Code, the acknowledgement of the heir statute may be obtained by any person enjoying universal hereditary rights or universal title at the deceased’s inheritance. At art. 1130 of the new Civil Code, the lawmaker uses the expression “heir with universal hereditary rights or by universal title”, which regards both the legal and the testamentary heir. As a consequence, it may be stated that the lawmaker chose to use a generic expression, after all correct, which rightfully excludes the legatee by particular title.

According to the same legal provisions of the new Civil Code, the defendant involved by the petition may be any person who, by claiming that he has an heir title, holds a part or all of the goods belonging to the hereditary patrimony. Thus, the defendant is the one who makes use of an apparent heir title.

After analyzing the provisions of art. 1130 of the new Civil Code, it can be clearly seen that the new regulations on civil matters provide for the same persons as defendant and plaintiff in regard to the petition for an inheritance.
3. Setting aside the Petition for an Inheritance from Other Similar Civil Actions

The petition for an inheritance is similar to other civil actions, such as claim, personal action calling for the payment by the defendant of a debt on behalf of succession, or partition action\(^3\).

a) Petition for an inheritance versus claim;

Both the petition for an inheritance and claim aim to obtain the recognition of property rights on the disputed goods. Yet, in what pettitio hereditatis is concerned, there is being challenged the heir quality of the defendant, whereas when it comes to claim, there is being questioned that the goods held by the defendant would belong to succession.

At art. 1130, the new Civil Code states that the purpose of the petition for an inheritance is that of acknowledging the plaintiff’s heir quality, an acknowledgement which will also trigger the restitution of hereditary goods by the defendant. Therefore, the core attribute of pettitio hereditatis is the acknowledgment of the plaintiff’s heir statute.

b) Petition for an inheritance versus personal action calling for the payment by the defendant of a debt, on behalf of succession;

The petition for an inheritance, having as specific feature the challenge of the heir quality which the defendant claims to possess, is different from the personal action calling for the recovery by the plaintiff of the amounts of money inherited from the deceased person – whose creditor attribute is being questioned.

c) Petition for an inheritance versus partition action;

The exclusive role of partition action is that of determining the quota of hereditary goods to which every heir is entitled, there not being challenged the plaintiff’s heir quality – previously established through the petition for an inheritance.

d) Petition for an inheritance versus action for acknowledging the heir quality.

The petition for an inheritance must not be confounded either with the action for acknowledging the heir quality, since the latter only calls for the recognition of the plaintiff’s heir quality and not also for the restitution by the defendant of hereditary goods – as the former requires.

\(^3\) For more details regarding the differences between the petition for an inheritance and other civil actions, see I. Adam, A. Rusu, Drept civil. Succesiuni, All Beck Publ. House, Bucharest, 2003, pp. 476-480. The new Civil Code regulates claim at art. 563.
4. **JURIDICAL FEATURES EVinced BY THE PetITION FOR AN INHERITANCE**

The petition for an inheritance evinces the following juridical features:

a) the legatee by particular title cannot file the petition for an inheritance, as his hereditary rights are limited to one or several goods individually established⁴;

b) is a real action, since they who resort to it aim also to dispossess the apparent heir from the hereditary goods that he holds⁵;

c) is a divisible action;

Should there be more heirs-plaintiffs, they must file the petition for an inheritance on their own, in order for their heir quality to be acknowledged and get back the hereditary rights to which they are entitled as a result of that quality. On the other side, should there be more defendants (apparent heirs, holders of hereditary goods), each of them must be individually sued. At any rate, the decision pronounced by the court applies exclusively to the parties of the lawsuit.

d) is an imprescriptible action.

Currently, this feature is subject to many controversies within specialized literature⁶, given the fact that it benefits from no legal

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⁴ Petitio hereditatis preserves this attribute also according to provisions of art. 1130 of the new Civil Code.

⁵ This feature is upheld by most of specialized literature. For that purpose, see C. Hamangiu, I. Rosetti-Bălănescu, Al. Băicoianu, Tratat de drept civil român, 3rd volume, All Publ. House, Bucharest, 1998, p. 493; M.B. Cantacuzino, Elementele dreptului civil, All Educational Publ. House, Bucharest, 1998, p. 270; St. Cârpanaru, Dreptul de moștenire, in „Drept civil. Contracte speciale. Dreptul de autor. Dreptul de moștenire”, by Fr. Deak, St. Cârpanaru, Bucharest University, 1983, p. 513; D. Chirică, quoted works, p. 268; D. Macovei, Drept civil. Succesiuni, Chemarea Publ. House, Iași, 1993, p. 160; V. Stoica, Drept succesoral, Editas Publ. House, Bucharest, 2003, p. 136; L. Stănciulescu, quoted works, p. 458; Al. Bacaci, Gh. Comăniță, quoted works, p. 238, a.s.o. However, there have been also stated opinions according to which the petition for an inheritance represents a personal combined action, whereas the type of action depends on the concrete constituency of the hereditary patrimony. For that purpose, see M. Eliescu, Moștenirea și devoluționea ei în dreptul R.S.R., Academiei Publ. House, Bucharest, 1966, p. 190. Specialized literature has also argued that qualifying the action in cause is not so important, since in all cases the authority entitled to settle it is the court within the territory where inheritance is opened. See: M. Eliescu, quoted works, p. 190; Fr. Deak, quoted works, p. 480. Even if we agree with the opinion most upheld within specialized literature, we still consider that establishing the juridical nature of petitio hereditatis is important in relation to the extinctive prescription.
regulation. We agree to the opinion according to which the petition for an inheritance is imprescriptible, as long as its purpose is that of acknowledging the heir quality and determining the restoration of hereditary goods, and both actions (acknowledgement and restoration) are imprescriptible from an extinctive point of view. We consider, together with other authors, that the obvious similarities between the three actions justify the preservation of the imprescriptible character as one of the juridical features evinced by petitio hereditatis.

In what the new Civil Code is concerned, the latter regulates the petition for an inheritance, but contains no provisions in regard to its imprescriptibility. As a result, the latter shall continue to remain a controversial issue.

As to us, taking into account the arguments presented above and irrespective of the circumstances created by the new regulations, we consider that petitio hereditatis does evince an imprescriptible character.

5. PROVING THE HEIR QUALITY. THE HEIR CERTIFICATE

Even if the main issue disputed when it comes to the petition for an inheritance is the parties’ heir quality, we shall not debate the aspects related to the heir certificate, from obvious reasons of space. But as a rule, both by lege lata and according to the new Civil Code, the heir quality can be proven, in principal, only by means of the heir certificate.

6 For a complete overview of the opinions stated within specialized literature on the matter, see I. Adam, A. Rusu, quoted works, pp. 460-462.
7 See: D. Chirică, quoted works, p. 269; Al. Bacăci, Gh. Comăniță, quoted works, pp. 239-240; I. Adam, A. Rusu, quoted works, pp. 461-462.
8 The point of view with the most upholders within specialized literature states that the action regarding petitio hereditatis benefits from the general prescription term of 3 years, starting from the moment when the plaintiff drafts the succession documents which through their content challenge the defendant’s hereditary rights. See: C. Hamangiu, I. Rosetti-Bălanescu, Al. Băicoianu, quoted works, pp. 495-496; M. Eliescu, quoted works, pp. 191-192; St. Cărpenaru, quoted works, p. 513; D. Macovei, quoted works, p. 160; V. Stoica, quoted works, p. 136; L. Stănciulescu, quoted works, p. 458.
9 The new Civil Code regulates the heir certificate at articles 1132-1134.
6. EFFECTS OF THE PETITION FOR AN INHERITANCE

6.1. Effects of the petition for an inheritance according to the current valid Civil Code

By lege lata, the admission of the petition for an inheritance by the court produces various effects upon the relations that the true heir establishes on the one hand with the apparent heir and on the other with third parties. But in all cases, the admission of petition for hereditatis triggers the acknowledgement, with a retroactive character, of the plaintiff’s heir quality.

A) Effects of the admission upon the relation between the true and apparent heir.

The admission of the petition for an inheritance triggers the following effects upon the relation between the true and apparent heir:

a) the plaintiff is entitled to obtain the restitution of hereditary goods which have been in the possession of the apparent heir;

The apparent heir’s duty to give back the hereditary goods held is governed by different rules, depending whether the apparent heir has behaved in good or bad faith. Thus:

- the heir in good faith (for instance that heir who did not know about the existence of a will in favor of the plaintiff or about the act of giving up to the inheritance signed by the plaintiff) is bound to give back hereditary goods in kind, in the condition in which they are to be found at that moment, and if he has alienated the goods in question, then is bound to give back the money received on them [art. 996 align. (2) of the Civil Code]. The apparent heir on good faith keeps the profit made by means of hereditary goods and collected until he is summoned before the court, when he becomes heir in bad faith (art. 485 of the Civil Code). At the same time, the apparent heir in good faith is not responsible for any damage caused to hereditary goods, even if it was his fault, the risk for damage or destruction of goods being the responsibility of the true heir [art. 995 align. (2) of the Civil Code].

- the apparent heir in bad faith shall give back hereditary goods in the same condition in which he took them in possession or shall reimburse their value, starting with the moment when the reimbursement request is made, if the goods in question were destroyed, alienated by onerous title (and the price obtained on them was lower) or damaged, even unpredictably, except for the case when it is proven that goods would have been destroyed anyway, even if they had been in the possession of the true heir [art. 995
align. (1), art. 996 align. (1) and art. 1156 align. (1) of the Civil Code]. At the same time, the apparent heir in bad faith is bound to give back the profit made with the aid of hereditary goods and collected, but if this profit has already been spent or is yet to be collected, then the apparent heir in bad faith must reimburse the entire value of it to the real heir.

b) the plaintiff is entitled, irrespective of the apparent heir’s good or bad faith, to obtain the restitution of the promissory notes which the latter cashed but also of the interests produced by those promissory notes, ever since the day when the defendant is called before the court (art. 994 of the Civil Code);

c) the apparent heir is bound to pay any debt which he may have in relation to the succession, plus the corresponding interests starting from the moment when he is called before the court.

But on the other side, whether he behaved in good or bad faith, the apparent heir is entitled to:
- have reimbursed all the expenses made in relation to the profit which has to go to the real heir;
- have reimbursed all the expenses made in relation to hereditary debts;
- have reimbursed all the necessary and useful expenses made in relation to hereditary goods;
- take with him the goods resulted from any investment process made in relation to hereditary goods, but without damaging the goods themselves.

The apparent heir is entitled to obtain a holdback right upon the hereditary goods which are in his possession, until he obtains the reimbursement of the expenses mentioned above.

A) Effects of the admission upon the relation between the true heir and third parties.

At the admission of petitio hereditatis, juridical acts concluded between the apparent heir and third parties and regarding hereditary goods held by that heir, begin to be subject to different legal regimes, according to their nature. Thus, there are preserved and also apply in regard to the true owner, the following documents:

a) acts for the maintenance and administration of hereditary goods from which the true heir benefits as well;  

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10 Per a contrario, only the maintenance and administration acts which prove to be harmful for the true heir shall be abolished.
b) acts for the alienation of movable goods, if the third owner behaved in good faith (art. 1909 of the Civil Code);

c) acts for the alienation of immovable goods11, based on “the apparent heir theory” - derived from the Latin rule error comunis facit jus (the common error within a community determines the right), if they meet the following conditions12:

- are by particular title (and not a cession of hereditary rights);
- have onerous character
- the third possessor behaved in good faith when purchasing the hereditary good, that is he was convinced that he made a deal with the true heir. In order for the juridical act concluded in relation to hereditary goods to be preserved, the error committed by the third purchaser must be common and invincible. With the preservation of the act mentioned above, the apparent heir, as a result of making money without any legal ground, is bound to reimburse to the real heir the equivalent of the alienated hereditary good, in a different manner, depending whether he behaved on good or bad faith.

But if the act alienating the hereditary good shall be abolished according to the principle resoluto jure dantis resolvitur jus accipientis, then the third party shall be bound to give back the purchased good to the true heir, but will be able to make use of the eviction guarantee which the apparent heir must pay according to the common law conditions.

6.2. Effects of the petition for an inheritance according to the new Civil Code

At art. 1131, the new Civil Code regulates the effects of petitio hereditatis, distinguishing between the relations established between the real and apparent heir and between the real heir and third parties. Yet, in both

11 If there were applied in a rigid way the principles nemo plus juris ad alium transfere potest and resoluto jure dantis resolvitur jus accipientis, disposing acts concluded between the apparent heir and third parties and having as object hereditary goods, should be retroactively abolished.

12 This solution is promoted both by specialized literature and judicial practice. For that purpose, see: I. Rosetti-Bălănescu, Al. Băicoianu, quoted works, pp. 325-328; M. Eliescu, quoted works, pp. 197-200; Fr. Deak, quoted works, pp. 485-486; D. Chirică, quoted works, pp. 273-274; C. Toader, R. Popescu, Consideraţii în legătură cu aplicarea principiului aparenţei în drept în materia moştenirii, in The Law magazine No. 9/1993, pp. 37-38; Court of Mediaş, civil sentence No. 1596/1992, with Note by B. Diamant, V. Luncean, in The Law magazine No. 3/1993, pp. 67-70.
cases, the admission of the petition by the court triggers the retroactive acknowledgement of the plaintiff’s heir quality.

A) With reference to the admission of the petition involving the real and apparent heir, according to the provisions of art. 1131 align. (1) of the new Civil Code, the apparent heir is bound to give back to the real one all the goods belonging to the hereditary patrimony which he holds without any right. Moreover, become fully effective the provisions of articles 1635-1649 of the new Civil Code on the reimbursement of profits, which distinguish, by lege lata, between the debtor in good faith and the debtor in bad faith, such as follows:

a) When it comes to the apparent heir in good faith, he enjoys, according to the new Civil Code, the following rights and duties:

- the duty to give back hereditary goods in kind, but if they were completely destroyed or alienated (by free title, irrespective of the third beneficiary’s good or bad faith, or by onerous title to a third party behaving in bad faith), the duty to reimburse the lowest value which the good had when was received, destroyed or, as the case may be, alienated [art. 1641 align. (1) of the new Civil Code]. From the analysis of these legal provisions, it clearly emerges the lawmaker’s intention of sanctioning less severely the apparent heir in good faith. The latter, should the hereditary good be alienated, will have to reimburse the lowest value which the respective good had at the moment of alienation, irrespective of the price he received (which can be higher than the value).

- the duty to give up in favor of the true heir at the insurance compensations which he received or, as the case may be, at the right to receive those compensations, if the hereditary good is destroyed without the apparent heir having any fault [art. 1641 align. (2)]. In our opinion, all these provisions of the new regulations on civil matters are extremely useful, since they succeed to adequate law to the new social reality, especially nowadays when law subjects use to insure valuable goods against destruction more frequently.

- the duty to reimburse the money obtained from the use of hereditary goods, only when this use represents the main object of the activity involving goods, or when the latter, as a result of their nature, may be damaged easily [art. 1641 align. (3)];

- the duty to make amends in regard to the real heir for any situation in which hereditary goods may be partially destroyed, damaged or suffer a diminishment of their value. If the loss of value is generated by the normal use of hereditary goods, then the apparent heir is no longer bound to make any reimbursement in regard to the real heir [art. 1643 align. (1)].
same time, should the partial destruction, damage or diminishment of the
good’s value occur out of the true heir’s fault, then the apparent heir is
compelled only to give back the good in the condition in which is to be
found at the filing of petition, except for the case when this situation is
caused out of the apparent heir’s fault [art. 1643 align. (2) of the new Civil
Code].

- yet, on the other side, the apparent heir in good faith is entitled to
have reimbursed the expenses made for the restitution of the hereditary
good, according to the legal rules regarding the apparent possessor in good
faith [art. 1644 of the new Civil Code];

- the apparent heir in good faith can keep the profit obtained with the
aid of the restituted hereditary good, dealing as well the expenses made for
that profit [art. 1645 align. (1) of the new Civil Code];

- the expenses for the restitution are supported both by the apparent
heir in good faith and by the true one, in accordance with the value which is
restituted [art. 1646 align. (1) of the new Civil Code];

- the apparent heir in good faith, who is deprived of the full power of
exercise, is bound to give back the goods only if he made money by using
them, a fact which is established at the moment of the reimbursement
request [art. 1647 align. (1) of the new Civil Code].

b) In what the apparent heir in bad faith is concerned, he enjoys,
according to the new Civil Code, the following rights and duties:

- the duty to give back hereditary goods in kind, but if they were
destroyed or alienated in bad faith by the apparent heir, the duty to
reimburse the highest value which the good had when was received,
destroyed or, as the case may be, alienated [art. 1642 align. (1) of the new
Civil Code]. It can be noticed at this point the lawmaker’s strictness in front
of the bad faith shown by the apparent heir.

- the duty to reimburse the value of the good which was destroyed
without the fault of the apparent heir’s in bad faith, if the latter does not
succeed to prove that the good in question would have been destroyed
anyway, even if it had been in the possession of the real heir [art. 1642
align. (2) of the new Civil Code];

- the duty to reimburse to the true heir the value corresponding to the
use of the good [art. 1642 align. (3) of the new Civil Code];

- as it happens with the apparent heir in good faith, the apparent heir
in bad faith has as well the duty to make amends in regard to the real heir,
for any situation in which hereditary goods may be partially destroyed,
damaged or suffer a diminishment of their value. If the loss of value is
generated by the normal use of hereditary goods, then the apparent heir is no
longer bound to make any reimbursement in regard to creditor [art. 1643 align. (1)]. At the same time, should the partial destruction, damage or diminishment of the good’s value occur out of the true heir’s fault, then the apparent heir is compelled only to give back the good in the condition in which is to be found at the filing of petition, except for the case when this situation is caused out of the apparent heir’s fault [art. 1643 align. (2) of the new Civil Code].

- yet, on the other side, the apparent heir in bad faith is entitled to have reimbursed the expenses made for the restitution of the hereditary good, according to the legal rules regarding the possessor in bad faith [art. 1644 of the new Civil Code];

- the duty to give back the profit which he made or might be making with the aid of hereditary goods, but only after having reimbursed the expenses incurred for that [art. 1645 align. (2) of the new Civil Code];

- the duty to support all the expenses made for the restitution of hereditary goods [art. 1646 align. (2) of the new Civil Code];

- the apparent heir in bad faith (who deliberately or out of a serious fault rendered the restitution impossible), deprived of full power exercise, is bound to give back all hereditary goods [art. 1647 align. (2) of the new Civil Code].

We consider that the new Civil Code regulates in a correct manner the effects regarding the admission of petitio hereditatis upon the relations between the true and apparent heir, sanctioning more severely, as it ought to happen, the apparent heir in bad faith. Moreover, the new regulations within the field also bring new elements, by making references to the expenses for the insurance of hereditary goods and thus adapting law to the new social reality. At the same time, we consider that the new Civil Code regulates in a complete manner the issues regarding the petition for an inheritance, attempting to cover all the various problems which may be encountered in practice.

B) With reference to the admission of the petition involving the real heir and third parties, the new Civil Code, at its art. 1131 align. (2), states the following: “When it comes to juridical acts concluded between the illegitimate owner of hereditary goods and third parties, all the provisions of art. 960 align. (3) shall apply accordingly”.

As a consequence of the admission of petitio hereditatis by the court, juridical acts concluded between the apparent heir and third parties and having as object hereditary goods, shall enjoy a different legal regime, according to their juridical nature. Thus, according to art. 960 align. (3) and
art. 1648-1649 of the new Civil Code, there are preserved and apply in regard to the true heir the following documents:
- acts for the maintenance and administration of hereditary goods from which the true heir benefits as well\(^\text{13}\);
- disposing acts by onerous title, concluded between the apparent heir and third parties in good faith, there being applied for that matter the rules within the cadastral register or, as the case may be, the effect of obtaining movable goods in good faith, or the rules regarding usucaption.

Thus, maintenance and administration acts from which the true heir benefits are preserved even if they are concluded by the apparent heir with third parties in bad faith, whereas disposing acts by onerous title are preserved only if the third party is in good faith. On the contrary, there are not valid in regard to the true heir disposing acts by free title, disposed by the apparent heir in favor of a third party, whether the latter is or not in good faith, but also acts by onerous title concluded between the apparent heir with third parties in bad faith.

Practically, with provisions of art. 960 align. (3), there is being also applied the rule *error communis facit jus*, currently used, in the absence of a clear legal disposition, both by specialized literature and judicial practice.

After analyzing the regulations provided by new Civil Code to the effects of *petitio hereditatis* upon the relations between the true heir and third parties, there cannot be identified any distinction in comparison with the current orientation of the legal doctrine and jurisprudence. On the whole, the considerable advantage of the new Civil Code is that of clearly regulating this aspect in relation to the petition for an inheritance, making the most of just legal doctrine and jurisprudence.

7. CONCLUSIONS

Given the fact that, according to the current Civil Code, the petition for an inheritance does not benefit from legal regulation, it appears really useful the choice made by the new Civil Code to dedicate some of its provisions to the main method of protecting hereditary rights. Moreover, we consider that the new regulations on civil matters use in an inspired way the

\(^{13}\) Contracts with successive execution, concluded between the apparent heir and third parties in good faith, with the observance of publicity formalities provided by law, shall continue to produce effects during the period stipulated by parties, but not for more than one year from the moment when is abolished the heir title of the apparent heir.
current legal doctrine and jurisprudence in relation to *petitio hereditatis*, by providing a complete and correct regulation of the civil action in question.

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