

USUCAPIO AS A MEANS OF ACQUIRING REAL PROPERTY OWNERSHIP - A COMPARATIVE LEGAL OUTLINE BASED ON POLISH, ITALIAN, AND LITHUANIAN LAW

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Abstract: *Usucapio, also known as acquisitive prescription (or adverse possession in common law system), is a legal mechanism by which ownership of property may be acquired through continuous and uninterrupted possession over a legally prescribed period. This article presents a comparative legal analysis of acquisitive prescription in Poland, Italy, and Lithuania, focusing on the key similarities and differences in substantive regulations. The study examines the theoretical foundations of acquisitive prescription and its role within the respective legal systems. Particular attention is given to the criteria that must be met for acquisitive prescription to be effective, including good faith, the period of possession, and the legal consequences of acquiring ownership in each jurisdiction. Despite similarities rooted in the shared Roman law tradition, the findings reveal significant differences among these legal systems, demonstrating the influence of local legal policies on the interpretation and application of acquisitive prescription. The article contributes to the broader discussion on the harmonisation of property acquisition through acquisitive prescription in the European Union.*

Keywords: *usucapion; acquisitive prescription; adverse possession; real property; Poland; Italy; Lithuania.*

Introduction

The *usucapio*¹ (acquisitive prescription in continental law system or adverse possession in common law system) as a means (method) of acquiring ownership of real estate through long-term possession is a classic civil law institution present in the legal systems of all the Member States of the European Union, with its roots in Roman law. Contemporary national regulations reflect both the continuity of this tradition and its adaptation to the historical circumstances of individual Member States. Due to the content of Article 345 TFEU², the acquisitive prescription as a method of acquiring property is not subject to harmonisation within the European Union. This means that the right to property remains outside the scope of EU regulation, allowing Member States to freely shape their property law systems (Jurcewicz, & Popardowski, 2011, p. 141). However, the legal doctrine (Jurcewicz, & Popardowski, 2011, p. 142) emphasises that although property matters remain under the exclusive competence of the Member States, national property law, including acquisitive prescription of real estate, are subject to EU control for their compliance with the Treaty, the Charter of Fundamental Rights of the European Union (Bandarzewski, 2022, pp. 219-237)³ and secondary legislation. The freedom of Member States in the area of property law primarily concerns the existence of property rights themselves, whereas the means of acquiring, losing, and exercising ownership must comply with EU law (Jurcewicz & Popardowski, 2011, p. 152). As indicated by the CJEU⁴, the power of individual Member

¹ In Latin the term *usucapio* comes from the words *usus* (use) and *capio* (acquisition).

² In accordance with Article 345 TFEU, the Treaties do not in any way prejudice the rules on property rights in the Member States.

³ Notably from Articles 17(1) and 52(1) of the EU Charter of Fundamental Rights.

⁴ Judgment of the CJEU of 1.6.1999, C-302/97 (KlausKonle v. Austria), thesis 37 and 38.

States under Article 345 TFEU do not exempt property regime from the fundamental principles of the Treaty.

The aim of this study is to provide a comparative analysis of the acquisitive prescription of real estate in Polish, Italian and Lithuanian law, with necessary references to Roman law, from which this institution originates. The following key elements of acquisitive prescription will be discussed: the type of required possession, the period of possession, the role of good or bad faith, the exclusion of certain categories of real estate from acquisitive prescription, the possibility of adding of the possession period of a predecessor, the hereditary nature of acquisitive prescription, the *ex lege* acquisition of ownership and the procedures for judicial confirmation of this acquisition. The analysis is based on primary legal sources¹, supplemented by case law of the supreme courts of the Member States² and key doctrinal perspectives relevant to the selected legal systems. The study not only identifies similarities and differences but also assesses how contemporary legal systems balance the stabilisation of social relations with the protection of owners. Indeed, the essence of acquisitive prescription is to regularise the legal status of the possessor by eliminating a long-standing discrepancy between de facto possession and the legal title. The article also contributes to a broader discussion on the potential harmonisation of acquisitive prescription as a means of acquiring ownership rights to real property within the European Union.

2. Roman law

In discussing the origins of the institution of acquisitive prescription, it must be emphasised that it is an original product of Roman legal doctrine, unknown to earlier legal systems such as Babylonian or ancient Greek law (Kowalczyk, 2016, p. 25). Its origins date back to the Law of the Twelve Tables of 451 BC. Ultimately, the

¹ Emperor Justinian's *Corpus Iuris Civilis* for Roman law; the 1964 Civil Code for Poland; the 1942 *Codice Civile* for Italy; the 2000 *Civilinis kodeksas* for Lithuania.

² Supreme Court in Poland, *Corte di Cassazione* in Italy, Supreme Court of Lithuania.

model of acquisitive prescription developed by the Romans under Justinian law continues to function today in many civil law systems as one of the methods of acquiring ownership of real estate (Rozwadowski, 2017, p. 74). The legislative activity of Emperor Justinian I the Great in the 6th century A.D. led to the unification of this institution within the Roman Empire and the introduction of two types of *usucapio*: the ordinary *usucapio* created by combining the previously existing institutions of *usucapio* and *longi temporis praescriptio* and the extraordinary *usucapio* (*longissimi temporis praescriptio*) (Kowalczyk, 2016, pp. 53, 60). In the case of ordinary acquisitive prescription, *usucapio* henceforth applied to the acquisition of movable property, while *longi temporis praescriptio* referred to the acquisition of immovable property (Kowalczyk, 2016, p. 53).

Acquisition of property through ordinary *usucapio* in Roman law was possible when the following conditions were met: *res habilis*, *titulus*, *bona fides*, *possessio* and *tempus*. *Res habilis* referred to things (including real estate) that could be acquired through *usucapio*. *Res inhabilis* (excluded from *usucapio*) were, in particular: things excluded from commerce (*res extra commercium*), stolen property (*res furtivae*), things acquired by force (*res vi possessae*), assets of state treasury (*res fiscales*), the Church, municipalities (*res municipales*) or the emperor (*res dominicae*) (Kowalczyk, 2016, p. 54; Rozwadowski, 1992, p. 130). *Titulus* referred to the legal reason for acquiring possession, such as a contract of sale (*pro emptore*), a donation (*pro donato*), the establishment of a dowry (*pro dote*), an inheritance (*pro herede*) or a testamentary legacy (*pro legato*). A valid title (the legal cause) had to be both just (*iustus titulus*) and true (*verus titulus*). *Bona fides* (good faith) meant the possessor believed that his possession did not infringe anyone's rights. Good faith had to exist at the moment possession was taken. Consequently, ordinary *usucapio* was not possible if the possessor acted (primary) in bad faith (*mala fides*). However, according to the principle *mala fides superveniens non nocet*, subsequent (secondary) bad faith did not invalidate the acquisition. It is important to note that in Roman law *titulus* was a legal issue, while *bona fides* was a moral one (Kowalczyk

2016, p. 237). Another condition for acquisitive prescription was *possessio* (possession), which required both physical control of the things (*corpus*) and the intent to retain it for oneself (*animus*). Possession must be continuous and uninterrupted throughout the entire prescriptive period. Any interruption of possession – for example, due to the loss of the thing – renders the previous period legally ineffective, and the prescriptive period must begin anew after the interruption. However, the time of possession by predecessors (*accessio possessionis*), including testators (*successio possessionis*) may be added to the required period of possession, thereby accelerating the acquisition of ownership. The final condition for ordinary *usucapio* was the passage of time. Under Justinian law, the time (*tempus*) required was 10 years for *inter praesentes* and 20 years for *inter absentes*. The first (shorter) term applied when the owner and the possessor resided in the same province. On the other hand, if they resided in different provinces, the second (longer) term applied.

Acquisition of property through extraordinary *usucapio* (*longissimi temporis praescriptio*) required exceptional circumstances and was used when ordinary *usucapio* was impossible (Kowalczyk 2016, p. 61). In contrast to ordinary *usucapio*, the scope of *longissimi temporis praescriptio* extended to stolen property (*res furtivae*), things acquired by force (*res vi possessae*), assets of state treasury (*res fiscales*), the Church, municipalities (*res municipales*) and the emperor (*res dominicae*). Additionally, the possessor was not required to prove a just title (*iustus titulus*); the mere lapse of 30 years was sufficient for acquisition. However, good faith (*bona fides*) at the time of entry into possession was still required, meaning a thief or a person who took possession by force could never acquire ownership.

In Roman law, acquisitive prescription resulted *ex lege* in acquisition of property as soon as all legal conditions were met, without the need for any additional formalities (Kowalczyk, 2016, p. 54; Rozwadowski, 1992, p. 129). In the case of vindication action (*rei vindicatio*), a successfully raised *usucapio* defence (*exceptio*) was of a nullifying (peremptory) nature. Thus, since Roman times, the institution of acquisitive prescription has served to resolve legal uncertainty by

aligning de facto possession with legal ownership - a principle that remains highly relevant in contemporary legal systems.

4. Polish law

The institution of acquisitive prescription (Polish term: *zasiedzenie*) in Polish law is regulated in the Civil Code (Articles 172 - art. 176). According to these provisions, a possessor of real estate who is not its owner acquires ownership if he has held the real estate continuously for 20 years as a possessor, unless he initially obtained possession in bad faith. However, after 30 years, even a possessor who initially obtained possession in bad faith can acquire ownership. The object of acquisitive prescription may be any real property (land, buildings or separate premises (unit), private or public property), unless otherwise provided by law (*res habilis*)¹. The certainty of civil law transactions requires that the only way to exclude a thing from legal circulation is through a statutory provision expressly prohibiting its acquisition by prescription or restricting ownership to specific categories of persons (*res inhabilis*). Public property excluded from commerce (*res publicae extra commercium*) may only be owned by the State or local government units, which precludes the possibility of acquiring such property through acquisitive prescription. This includes public roads, which may exclusively be owned by the State or a local government unit, as well as land covered by inland flowing waters, territorial sea waters and internal sea waters, which are state property². However, under the current legal framework, there are no provisions explicitly prohibiting the acquisitive prescription of specific types of real estate. It should be pointed out, however, that until 30 September 1990, Article 177 of the Civil Code was in force, which - for ideological reasons during the communist period - excluded the possibility of acquiring state property in

¹ Decision of the Polish Supreme Court of 20.12.2019, II CSK 510/18, Legalis.

² Decision of the Polish Supreme Court of 24.06.2010, IV CSK 40/10, Legalis; Decision of the Polish Supreme Court of 28.03.2019, III CSK 73/17, Legalis.

Poland through acquisitive prescription (Mysiak, 2024, Article 172, Nb 17; Grzesiowski, 2024, p. 31). Furthermore, in the case of real estate acquired by foreigners, a permit from the Minister of Internal Affairs is still required, although this restriction does not apply to citizens of European Union member states¹.

The Civil Code provides only two conditions for the acquisition of real property by acquisitive prescription: possession (*possessio*) and the lapse of time (*tempus*). The regulations do not require a legal reason for the possession (*titulus*) or the good faith of the possessor. Good faith (*bona fides*)² at the time of entry into possession affects only the length of the prescriptive period, reducing it from 30 to 20 years. A person who entered into possession arbitrarily, without any legal title - including by force, deception, or threat - may still acquire ownership. Such a person as a possessor in bad faith (*mala fides*)³ will acquire ownership after uninterrupted possession for 30 years. Only owner-style possession, which, according to Article 336 of the Civil Code, should be understood as actual control over the property (*corpus*) with the intent to act as its owner (*animus*), can lead to acquisitive prescription, whether in good or bad faith. A dependent possessor - i.e. one who exercise control over the real estate based on another right (such a usufructuary, lessee or tenant) – cannot acquire ownership through acquisitive prescription, regardless of the period of possession. However, if the dependent possession is transformed into owner-style possession, acquisitive prescription becomes possible. Such a change requires a clear manifestation of intent (*animus*), externally demonstrating that the previous dependent possessor now possesses the real estate as an owner-style possessor. This ensures

¹ Act of 24 March 1920 on the acquisition of real estate by foreigners (Journal of Laws 2017, item 2278).

² In good faith is a person who, for justified reasons, is unaware that they are not the owner of the thing (decision of the Polish Supreme Court of 11.3.2009, I CSK 360/08, Legalis).

³ In bad faith is a person who knows or ought to know that the right of ownership does not belong to them but to another person (decision of the Polish Supreme Court of 11.3.2009, I CSK 360/08, Legalis).

that the actual owner is aware of the change and can take legal action if necessary (e.g., a tenant or lessee permanently ceasing rent payments).

If possession is transferred during the course of acquisitive prescription (*accessio possessionis*), or if the current possessor is the heir of the previous one (*successio possessionis*), the period of possession by the predecessor may be added to the period of possession of the current possessor (Article 176 of the Civil Code). This applies not only to direct predecessors but also to earlier possessors¹. In such a case, the length of the prescriptive period (20 or 30 years) depends on whether the initial possessor acquired the property in good or bad faith, as this moment determines whether the shorter or longer period applies. Importantly, possession can only be added if it was transferred voluntarily, not if the current possessor unlawfully dispossessed the predecessor.

As a result of acquisitive prescription, the possessor acquires ownership *ex lege* once the required period of uninterrupted possession has elapsed. However, for the property to be legally transferable and for the new owner to be registered in the Land Registry Office, a court must confirm the acquisition. The court's decision is just declaratory in nature, as acquisitive prescription occurs automatically by operation of law on a specific date. It is worth emphasising that, until the prescriptive period expires, the possessor is not entitled to any right to the property (Ignatowicz, & Stefaniuk, 2022, p. 132; Grzesiowski, 2024, p. 48.). A possessor *in statu usucapiendi* is merely in a factual situation with legal significance, as it may ultimately result in acquisitive prescription and the acquisition of ownership rights (Ignatowicz, & Stefaniuk, 2022, p. 132; Grzesiowski, 2024, p. 48).

5. Italian law

The Italian legal system regulates acquisitive prescription (Italian term: *usucapione*) in the Civil Code (*Codice Civile*) of 1942, specifically

¹ Decision of the Polish Supreme Court of 29.4.1987, III CRN 96/87, Legalis.

in Articles 1158 to Article 1167. This institution, deeply rooted in the Roman tradition of *usucapio*, has been adapted to modern legal realities, while preserving many of the original elements (Galati, 2013, pp. 3-6). According to Article 1158, ownership of property is acquired by virtue of continuous and uninterrupted possession for 20 years. However, Article 1159 introduces an abbreviated (shorter) acquisitive prescription period of 10 years for possession acquired in good faith, if it is based on a valid legal title and has been duly transcribed (recorded) in the Land Registry Office (*trascrizione del titolo*). Additionally, a special provision of Article 1159-bis, concerning agricultural land located in mountain municipalities, reduces the standard prescriptive period to 15 years and 5 years in the case of bona fide possession based on title. This reflects a legislative policy aimed at promoting agriculture in remote areas and preventing the depopulation of such regions.

The essential conditions for ordinary acquisitive prescription in Italian law are possession (*possessio*) and time (*tempus*). The acquisition of ownership occurs automatically after 20 years of continuous and uninterrupted possession, irrespective of the possessor's good or bad faith. This possession must involve the actual control over the property (*corpus*) and the intention to act as the owner (*animus*) (Galati, 2013, pp. 14-15; Mazzon, 2022, pp. 18-19). It is important to note that *animus possidendi* does not imply that the possessor believes themselves to be the rightful owner, but rather that the possessor intends to act as the owner in relation to the property¹.

In contrast, abbreviated (shorter) acquisitive prescription requires a 10-year period of possession, but it applies only if the property was acquired from a non-owner. Additionally, the law requires that the possessor must have obtained the property in good faith (*bona fides*) based on a title (*titulus*), which would have transferred ownership had the transferor been the true owner. This title must be duly transcribed (recorded) in the Land Registry Office. In cases of abbreviated

¹ Judgment of the Italian *Corte di Cassazione* of 20.12.2011, no. 27847; judgment of the Italian *Corte di Cassazione* of 27.05.2005, no. 8422.

prescription, the legal conditions include, in addition to possession and time, two further elements: the valid title (legal cause of possession), which is an objective requirement and the good faith (*bona fides*) of the possessor at the moment of acquisition, which is a subjective requirement¹. The title must be valid in the abstract sense — that is, in the specific case, the acquisition of ownership would have occurred if the transferor had been the owner of the real estate. In other words, the agreement to transfer ownership is ineffective solely due to the transferor's lack of authority to dispose of the property (Mazzon, 2022, p. 177).

It should be noted that possession acquired through violence or secretly does not, as a rule, lead to acquisitive prescription (Article 1163). However, once the violent state ceases or the fact of possession becomes public, the prescriptive period begins to run (Galati, 2013, pp. 207-208). Similarly, possession that corresponds to the exercise of rights other than ownership - such as usufruct or lease - does not lead to acquisitive prescription (Article 1164). However, dependent possession (e.g., that of a lessee or usufructuary) may be converted (*interversio possessionis*) into owner-style possession. From that moment on, acquisitive prescription may begin to run, provided that the change in the possessor's intent (*animus*) is manifested externally, so that the property owner can perceive the transformation from dependent possession to owner-style possession (Galati, 2013, p. 221).

The period of possession may be added under the principle of successive possession (*successio possessionis*). According to Article 1146, possession is subject to universal succession, meaning that it automatically passes to the heir upon the opening of the succession. Furthermore, possession by a predecessor may be added under the principle of accession (*accessio possessionis*). Certain categories of property are excluded from acquisitive prescription. Under Article 1145, possession of things excluded from commerce (*res extra commercium*)

¹ Judgment of the Italian *Corte di Cassazione* of 14.04.2022, no. 12207.

has no legal effect. The Italian Civil Code explicitly classifies, among such *res extra commercium*, property that forms part of the public domain (Article 823) and public assets that are inalienable (Article 826(3)).

Under Italian law, ownership of real estate is acquired through acquisitive prescription automatically by operation of law (*ex lege*), without requiring a court decision. However, in order to transfer ownership of real estate acquired by acquisitive prescription and to register the title in the Land Registry Office, the possessor must first obtain judicial confirmation of ownership. In such cases, the court judgment is declaratory in nature, as the acquisition of ownership occurs by the mere lapse of the statutory period of possession, independently of the court's ruling (Mazzon, 2022, p. 17).

6. Lithuanian law

The acquisitive prescription (Lithuanian term: įgyjamoji senatis) of real estate in Lithuanian law is governed by the Civil Code (Civilinis kodeksas) of 2000, specifically by the provisions from Article 4.68 to Article 4.71. This institution undoubtedly drawing inspiration from the Roman concept of *usucapio*, has been adapted to the specific features of Lithuania's post-Soviet legal order following its independence in 1990. According to Article 4.68, a person who is not the owner of the property, but who has acquired it in good faith and has possessed it in good faith, lawfully, publicly, uninterruptedly and as if it were their own property for at least 10 years, acquires ownership of that property. Thus, the conditions for the acquisition prescription in Lithuanian law include possession (*possessio*), acquisition in good faith (*bona fidea*) and time (*tempus*). Possession should be legal, public and uninterrupted. Good faith is required not only at the moment of acquisition but for the entire period of possession (Art. 4.70). Consequently, acquisitive prescription in bad faith is not permitted. It is also impermissible to acquire ownership of real estate by way of acquisitive prescription if possession was obtained secretly or by force, regardless of whether the right of

ownership is claimed by the perpetrator of such unlawful possession or by another person (Art. 4.69(2)). It should be noted that the Supreme Court of Lithuania¹ recognized the acquirer of real estate as a possessor in good faith on the basis of a contract that turned out to be invalid due to failure to comply with the mandatory form of a legal act.

Only immovable property that may be privately owned can be subject to acquisitive prescription (Article 4.69(1)). Properties excluded from acquisitive prescription (*res inhabilis*) include those owned by the state or municipalities (as local government units), as well as properties registered in the Land Registry Office under the name of a person other than the possessor. Lithuanian law allows for the aggregation of possession periods of previous possessors (*accessio possessionis*), but this is subject to strict regulation. Specifically, if possession has been successively transferred to different persons during the prescriptive period, their respective periods of possession may be aggregated only if each possessor has fulfilled the statutory requirements (Article 4.71(2)).

Pursuant to Article 4.69(2), the acquisition of ownership must be confirmed through judicial proceedings (rather by a judgment with constitutive effect), which weakens the classical *ex lege* nature of acquisitive prescription in Lithuanian law. Due to the particularly stringent requirements for acquisitive prescription, as well as the broad range of properties excluded from it, the practical application of this institution in Lithuania is minimal (Darčkutė, & Fominova, 2024, pp. 58-78; Baranauskas, Laurinavičius, Pakalniškis, & Vasarienė, 2010, pp. 102-106; Brištonas, 2020, p. 62). In light of these restrictions, Lithuanian legal doctrine (Brištonas, 2020, pp. 68-69) postulates the liberalization of acquisitive prescription rules, particularly by abolishing the limitations on public property and admission for acquisitive prescription in bad faith.

¹ Judgment of the Supreme Court of Lithuania of 12.03.2013 in case no. 3K-3-85/2013.

7. Comparative legal analysis

The analysis of Polish, Italian and Lithuanian law reveals similarities rooted in Roman law, demonstrating the universal nature of acquisitive prescription as an institution stabilizing property relations over the centuries in states influenced by the common Roman legal tradition. A shared feature of the examined legal systems is the requirement of uninterrupted, public and owner-style possession. Dependent possession is excluded, which eliminates the possibility of acquisitive prescription in the case of possession of property under a lease, rental or usufruct contract. The acquisition of ownership *ex lege* is a Roman legacy present in Polish and Italian systems, although weakened in Lithuanian law requiring mandatory judicial confirmation with rather constitutive effect. Indeed, the automatic effect of acquisitive prescription by operation of law contributes to the stabilization of property relations, a feature that has remained unchanged since Roman times. Another common rule *accessio possessionis*, which allows the possessor to add the period of possession of a predecessor, is recognized in all three systems and plays a significant role, particularly in cases of family succession.

However, the analysis also highlights significant differences reflecting the historical and local conditions of the Polish, Italian, and Lithuanian legal systems. The main distinction concerns the period of possession required for acquisitive prescription and the permissibility of *usucapio* in bad faith. Under Lithuanian law, acquisitive prescription is only possible in good faith and requires 10 years of continuous possession. In contrast, both Polish and Italian law allow acquisitive prescription regardless of good or bad faith. However, Poland imposes the longest time requirements - 20 years for possession in good faith and 30 years for possession in bad faith - whereas Italy requires 10 and 20 years, respectively. Good faith acquisitive prescription in Italy and Lithuania shares similarities in the required period of possession (10 years). However, Lithuanian law is more stringent, requiring the possessor to maintain good faith both at the time of acquisition and

throughout the entire period of possession. In Italy, the requirement of good faith applies only at the moment of acquiring possession, but unlike Lithuanian and Polish law, it also requires a valid legal title and its registration (*trascrizione*). Notably, abbreviated acquisitive prescription in Italy applies only when the property is acquired from a non-owner. In contrast, Polish law does not require a legal title (*titulus*) for acquisitive prescription. Unlike Italian and Lithuanian law, Polish law also permits acquisitive prescription of real estate in cases of unlawful possession, including possession obtained by force.

Each of the analysed legal systems provides exceptions to acquisitive prescription for certain categories of real estate (*res inhabilis*), although the scope of these exceptions varies. Poland has the fewest restrictions, as, in principle, any real estate - including property owned by the state or local government - may be subject to acquisitive prescription. Conversely, Lithuania imposes the most stringent limitations, excluding all state and municipal property from acquisitive prescription. This restriction reflects the post-Soviet transformation and the emphasis on protecting public assets (Darčkutė, & Fominova, 2024, pp. 58-78; Baranauskas, Laurinavičius, Pakalniškis, & Vasarienė, 2010, pp. 102-106; Brištonas, 2020, p. 69). Furthermore, in Lithuania, acquisitive prescription cannot apply to real estate registered in the name of a person other than the possessor, which significantly limits the practical application of this institution.

Conclusions

The *usucapio* shaped in Roman law influenced the development of this institution in the legal systems under study. Despite the passage of nearly 2,500 years since its first codification in the Law of the Twelve Tables, the institution of acquisitive prescription remains in force, with many modern legal provisions closely resembling the Roman *usucapio* (Kowalczyk, 2016, p. 166). A comparative legal analysis confirms that acquisitive prescription remains a Roman legacy, adapted to the contemporary realities of individual legal systems. In Roman law,

acquisitive prescription was based on the fundamental premise of owner-style possession, which, after a certain period, led to the *ex lege* acquisition of ownership rights. This principle has been largely preserved in the legal systems analysed. Poland combines liberalism - by allowing acquisitive prescription in both good and bad faith - with rigorism, as it requires a long possession period before ownership can be acquired. Italy, on the other hand, is more flexible, providing for shorter periods and allowing both good and bad faith acquisitions. Lithuania, in contrast, adheres to a highly formalistic approach, permitting acquisitive prescription only when possession was acquired in good faith and maintained in good faith for the entire required period of possession. *De lege ferenda*, Poland could consider shortening the required possession periods, while Lithuania might ease its strict formalism and, following the Italian model, allow acquisitive prescription even in cases of bad faith.

In the context of the European Union, where property law remains within the exclusive competence of Member States (Article 345 TFEU), the question arises whether voluntary harmonisation of acquisitive prescription of real estate is possible (EU, 2016, pp. 68-71). Soft law initiatives, such as the Draft Common Frame of Reference (DCFR), provide a point of reference, although they explicitly regulate only the acquisitive prescription of movable property (Book VIII, Chapter 4: Acquisition of ownership by continuous possession). European legal harmonisation could use the DCFR as a foundation, as the legal doctrine has suggested (Von Bar, Clive, & Schule-Nölke, 2009, p. 4172). The fact that acquisitive prescription has been included in the DCFR highlights its significance in modern legal systems and underscores the timeless, transnational nature of Roman legal concepts (Kowalczyk, 2016, p. 219). This raises a broader question: should the European Union, through voluntary harmonisation or soft law projects, return to the common Roman roots of acquisitive prescription, or should it maintain diverse, often more formalised national regulations? The DCFR suggests a compromise, but any attempt at harmonisation would require a dialogue between national legal traditions and the demands of modern

international legal transactions aimed at ensuring legal certainty for EU citizens, who often buy property in other Member States. This complex interplay makes acquisitive prescription a fascinating subject of research - one that I deliberately leave open for further academic discussion.

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