

Dottrina

- SALVATORE PATTI, *Assegno di divorzio: un passo verso l'Europa?* p. 411

Abstract. *The decision of the Italian Supreme Court, dated May 10, 2017, no. 11504 modifies the settled case law in matters concerning maintenance payments in case of divorce. The benchmark for quantification that was related to the «standard of living during marriage» has been abandoned and the principle of «self-sufficiency» establishes itself. Precisely, the Supreme Court distinguishes a first phase of the proceeding regarding the an, i.e. the ascertainment of the existence of the right in the light of the principle of self-responsibility and a second phase concerning the quantum, to be undertaken according to the criterion of the financial independency. The essay compares the new rule of the Italian living law with the new regulation in France and Germany.*

- FEDERICO AZZARRI, *Il rilievo giuridico della fedeltà nei rapporti di famiglia*» 423

Abstract. *The article draws from the Italian law on civil partnership and the German law on same-sex marriage in order to analyse the legal understanding of fidelity in family relationships in both systems, with particular attention to the consequences of the infringement of this personal duty. Moreover, the essay criticizes the legislative proposal which aims to remove the duty of fidelity in marriage from the Article 143 of the Italian Civil Code, since this would be inconsistent with the current rules concerning the patrimonial effects of the separation and divorce (although the spouses can understand their union as a "liberal" one anyway).*

- CRISTIAN LEPIN MOLINA, *Analisi critica dell'accordo di unione civile nel diritto cileno*» 447

Abstract. *The purpose of this article is to critically analyze the contract of civil union, recently incorporated in the Chilean legislation. To do so, we first consider the effect that it has had on the regulation of the couples' statutes, adding a third estate and, therefore, the scope derived in principles of Family Law. It reviews in detail the institution, its concept, characteristics, existence and validity requirements, forms and personal and patrimonial effects. It concludes that, although it is legally defined as a contract to regulate affective relationships, its scope is restricted to certain patrimonial effects similar to those existing in the marriage contract.*

- MARIA LUCIA PASSADOR, *Diseredazione: profili di disciplina*» 471

Abstract. *The paper focuses on the disinherence clause, a settlement that might be included in the typical content of the will through which the testator, thus narrowing the intestate succession, can remove one or more legal heirs from inheritance. In particular the topic deals both with regard to the pretermitted and non-pretermitted heirs and, bearing in mind the most recent jurisprudence on the issue, it is suggested a reform of the succession law which de facto protects the individual interest of the testator to act in a free and conscious manner. The careful comparative legal analysis between civil law and common law imposes a reconsideration of the whole matter inherent in the intestate succession, from its assumptions to its protection system, from the need to clarify ambiguities to the need to adapt rules to the social and cultural context.*

Giurisprudenza

- ALESSANDRO TRINCHI, *I limiti al potere del Presidente del Tribunale di autorizzare l'accordo di negoziazione assistita in precedenza bocciato dal P.M. (nota a Trib. Palermo, sez. I, decreto 1° dicembre 2016, n. 6)*» 499

Abstract. *The measure annotated deals with the problems, not considered by the legislator of 2014, whether the Chief Judge can diverge from the advice of the P.M. in the proceedings of assisted negotiation for families with minor children, and authorizes, accordingly, the agreement that was previously rejected. The Court of Palermo, considering that the phase of the proceedings that develops can be taken back to the proceeding of the chambers, and that the Court must have some independence of judgement compared with the one expressed*

by the P.M., authorizes what the P.P. previously rejected. However, a careful reading of the measure highlights how, in that case, the conflict is merely apparent, because a different agreement from the rejected one will be authorized; besides, in the intention of the legislator and considering how the proceeding is structured, the occasion can never take form.