

Inheritance Laws

The purchase "*en indivision*" is the classical way to purchase in France. The Notaires do not like the use of "*the clause tontine*" because of its fiscal consequences. They do not bear in mind that the English couples buying in France are almost always married without any "marriage contract." Couples would therefore usually prefer a fiscal consequence to a family crisis when one of the property owners dies.

The "*indivision*" does not avoid the French inheritance law applied to the property on the death of one of its owners because **French law applies to French property**. The surviving spouse has to face the co-ownership of this property with the children of this marriage **plus** the children of any previous marriage. If there is no "*convention d'indivision*" one of the children can ask for the share of the proceeds which may mean that the property has to be sold.

Another difficult situation is when the surviving spouse is left with children under eighteen years old. In that case if the property was purchased with "*en indivision*", the surviving spouse cannot sell the property without asking the French Court for permission to sell. The judgment may then to be enforced in England. It takes time and money and does not help to clarify the situation at all.

The main point to bear in mind is that **French Inheritance Law is weighted in favour of the children**. If you do not have children but brothers and sisters and possibly parents they have the right to the assets of the deceased. It is not possible to avoid their right to inherit a part.

The Notaire in France does not always choose to advise on the inheritance position when you purchase. This is why it is so important to seek advice **BEFORE** completion. After the signature of the final deed it is too late.