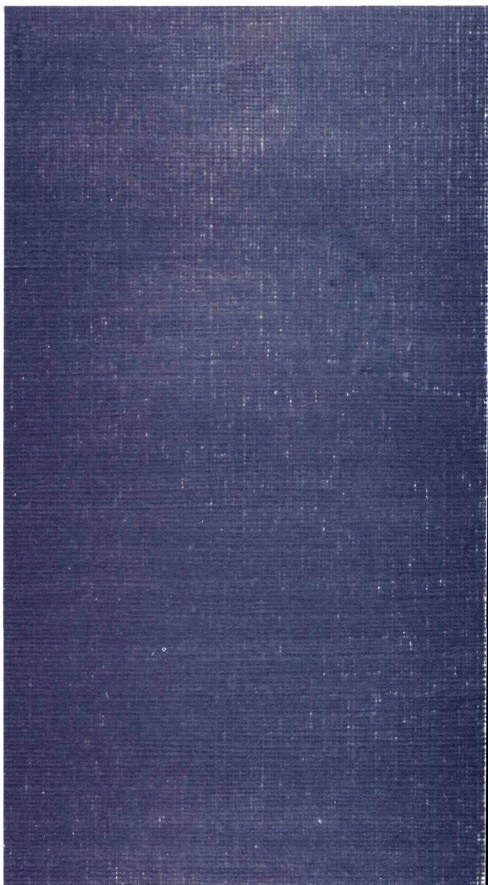
П. В. Зернецький
Д. А. Шемелін

Англійська мова для правників

Вправи



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Англійська мова для правників Вправи

За редакцією П. В. Зернецького

Рекомендовано
Міністерством освіти і науки України
як навчальний посібник для студентів
вищих навчальних закладів

Київ

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Посібник розроблено для проведення занять з викладання англійської мови для студентів-правників після опанування ними базових курсів з англійської мови. Посібник входить до навчально-методичного комплексу що відкривається посібником П. В. Зернецького, М. В. Орлова «Англійська мова для правників». Мета посібника – дати студентам правникам спеціальні знання з використання англійської мови у своїй професійній діяльності.

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ПЕРЕДМОВА

Посібник входить до навчально-методичного комплексу посібників для спеціального курсу з англійської мови для юристів і спрямований на навчання україномовних студентів особливостей володіння та використання англійської мови як мови права. Базовим підручником цього комплексу є «Англійська мова для правників» П. В. Зернецького та М. В. Орлова (К.: Видавничий дім «КМ Академія» – 2003), в якому містяться зокрема основні тексти і головних загальних тем, що вивчаються в цьому курсі: 1) Law and the Legal System, 2) Corts, Lawyers, and the Legal Process, 3) Criminal Law, 4) Torts, 5) Administrative Law, 6) Contract Law, 7) The Agreement, 8) Remedies. Даний посібник доповнює тексти узагальненого змісту з головних тем базового підручника відповідними автентичними матеріалами правничих документів (договорів, статутів тощо), що становлять основу більшості вправ даного посібника. Студенти, виконуючи різноманітні лексичні та граматичні завдання вправ, одночасно знайомляться зі специфікою різноманітних англомовних правничих документів, вивчають їхню мовленнєву структуру.

На відміну від базового підручника, у даному посібнику збільшена питома вага вправ на переклад, особливо з української мови на англійську. Вперше студентам пропонується перекладати з української на англійську цілісні документи англомовної юридичної практики, україномовний варіант яких був підготовлений авторами посібника на основі попереднього вивчення відповідних автентичних текстів. Якщо в базовому підручнику головна увага приділяється ознайомленню студентів з англомовними текстами оригінальних правничих документів (переважно договорів), то у даному посібнику студентам пропонується зробити наступний за складністю крок у вивченні англійської як мови права – оволодіти навичками зі складання англомовних правничих документів основних видів (договорів різного типу, статутів, подань, розписок тощо).

Посібник побудований за модульним принципом і складається з десяти модулів. Перші вісім модулів за змістом поєднані з відповідними уроками базового підручника. Два останні модулі присвячені підготовці студентів до відповідних тестів та інших форм узагальненого контролю знань, відповідно у середині та наприкінці навчального курсу.

Автори

Unit I

LAW AND THE LEGAL SYSTEM

1. Read carefully the following text: *(an excerpt from Rules of the Supreme Court of the US: Part IV Other jurisdiction)*

Rule 17. Procedure in an Original Action

1. This Rule applies only to an action invoking the Court's original jurisdiction under Article III of the Constitution of the United States. See also 28 U. S. C. § 1251 and U. S. Const., Amdt. 11. A petition for an extraordinary writ in aid of the Court's appellate jurisdiction shall be filed as pro-vided in Rule 20.

2. The form of pleadings and motions prescribed by the Federal Rules of Civil Procedure is followed. In other respects, those Rules and the Federal Rules of Evidence may be taken as guides.

3. The initial pleading shall be preceded by a motion for leave to file, and may be accompanied by a brief in support of the motion. Forty copies of each document shall be filed, with proof of service. Service shall be as required by Rule 29, except that when an adverse party is a State, service shall be made on both the Governor and the Attorney General of that State.

4. The case will be placed on the docket when the motion for leave to file and the initial pleading are filed with the Clerk. The Rule 38(a) docket fee shall be paid at that time.

5. No more than 60 days after receiving the motion for leave to file and the initial pleading, an adverse party shall file 40 copies of any brief in opposition to the motion, with proof of service as required by Rule 29. The Clerk will distribute the filed documents to the Court for its consideration upon receiving an express waiver of the right to file a brief in opposition, or, if no waiver or brief is filed, upon the expiration of the time allowed for filing. If a brief in opposition is timely filed, the Clerk will distribute the filed documents to the Court for its consideration no less than 10 days after the brief in opposition is filed. A reply brief may be filed, but consideration of the case will not be deferred pending its receipt. The Court thereafter may grant or

deny the motion set it for oral argument, direct that additional documents be filed, or require that other proceedings be conducted

6 A summons issued out of this Court shall be served on the defendant 60 days before the return day specified therein If the defendant does not respond by the return day, the plaintiff may proceed ex parte

7 Process against a State issued out of this Court shall be served on both the Governor and the Attorney General of that State

Rule 18 Appeal from a United States District Court

1 When a direct appeal from a decision of a United States district court is authorized by law, the appeal is commenced by filing a notice of appeal with the clerk of the district court within the time provided by law after entry of the judgment sought to be reviewed The time to file may not be extended The notice of appeal shall specify the parties taking the appeal, designate the judgment, or part thereof, appealed from and the date of its entry, and specify the statute or statutes under which the appeal is taken A copy of the notice of appeal shall be served on all parties to the proceeding as required by Rule 29, and proof of service shall be filed in the district court together with the notice of appeal

2 All parties to the proceeding in the district court are deemed parties entitled to file documents in this Court, but a party having no interest in the outcome of the appeal may so notify the Clerk of this Court and shall serve a copy of the notice on all other parties Parties interested jointly, severally, or otherwise in the judgment may appeal separately, or any two or more may join in an appeal When two or more judgments involving identical or closely related questions are sought to be reviewed on appeal from the same court, a notice of appeal for each judgment shall be filed with the clerk of the district court, but a single jurisdictional statement covering all the judgments suffices Parties who file no document will not qualify for any relief from this Court

3 No more than 60 days after filing the notice of appeal in the district court the appellant shall file 40 copies of a jurisdictional statement and shall pay the Rule 38 docket fee except that an appellant proceeding in forma pauperis under Rule 39, including an inmate of an institution shall file the number of copies required for a petition by such a person under Rule 12 2, together with a motion for leave to proceed in forma pauperis, a copy of which shall precede and be attached to each copy of the jurisdictional statement The jurisdictional statement shall follow, insofar as applicable the form for a petition for a writ of certiorari prescribed by Rule 14, and shall be served as required by Rule 29 The case will then be placed on the

docket. It is the appellant's duty to notify all appellees promptly, on a form supplied by the Clerk, of the date of filing, the date the case was placed on the docket, and the docket number of the case. The notice shall be served as required by Rule 29. The appendix shall include a copy of the notice of appeal showing the date it was filed in the district court. For good cause, a Justice may extend the time to file a jurisdictional statement for a period not exceeding 60 days. An application to extend the time to file a jurisdictional statement shall set out the basis for jurisdiction in this Court; identify the judgment sought to be reviewed; include a copy of the opinion, any order respecting rehearing, and the notice of appeal; and set out specific reasons why an extension of time is justified. For the time and manner of presenting the application, see Rules 21, 22, and 30. An application to extend the time to file a jurisdictional statement is not favored.

4. No more than 30 days after a case has been placed on the docket, an appellee seeking to file a conditional cross-appeal (i. e., a cross-appeal that otherwise would be untimely) shall file, with proof of service as required by Rule 29, a jurisdictional statement that complies in all respects (including number of copies filed) with paragraph 3 of this Rule, except that material already reproduced in the appendix to the opening jurisdictional statement need not be reproduced again. A cross-appealing appellee shall pay the Rule 38 docket fee or submit a motion for leave to proceed in forma pauperis. The cover of the cross-appeal shall indicate clearly that it is a conditional cross-appeal. The cross-appeal then will be placed on the docket. It is the cross-appellant's duty to notify all cross-appellees promptly, on a form supplied by the Clerk, of the date of filing, the date the cross-appeal was placed on the docket, and the docket number of the cross-appeal. The notice shall be served as required by Rule 29. A cross-appeal may not be joined with any other pleading, except that any motion for leave to proceed in forma pauperis shall be attached. The time to file a cross-appeal will not be extended.

5. After a notice of appeal has been filed in the district court, but before the case is placed on this Court's docket, the parties may dismiss the appeal by stipulation filed in the district court, or the district court may dismiss the appeal on the appellant's motion, with notice to all parties. If a notice of appeal has been filed, but the case has not been placed on this Court's docket within the time prescribed for docketing, the district court may dismiss the appeal on the appellee's motion, with notice to all parties, and may make any just order with respect to costs. If the district court has denied the appellee's motion to dismiss the appeal, the appellee may move this Court to docket and dismiss the appeal by filing an original and 10 copies of a motion presented in conformity with Rules 21 and 33.2.

The motion shall be accompanied by proof of service as required by Rule 29, and by a certificate from the clerk of the district court, certifying that a notice of appeal was filed and that the appellee's motion to dismiss was denied The appellant may not thereafter file a jurisdictional statement without special leave of the Court, and the Court may allow costs against the appellant

6 Within 30 days after the case is placed on this Court's docket, the appellee may file a motion to dismiss, to affirm, or in the alternative to affirm or dismiss Forty copies of the motion shall be filed, except that an appellee proceeding in forma pauperis under Rule 39 including an inmate of an institution, shall file the number of copies required for a petition by such a person under Rule 12 2, together with a motion for leave to proceed in forma pauperis, a copy of which shall precede and be attached to each copy of the motion to dismiss, to affirm, or in the alternative to affirm or dismiss The motion shall follow, insofar as applicable, the form for a brief in opposition prescribed by Rule 15, and shall comply in all respects with Rule 21

7 The Clerk will distribute the jurisdictional statement to the Court for its consideration upon receiving an express waiver of the right to file a motion to dismiss or to affirm or, if no waiver or motion is filed, upon the expiration of the time allowed for filing If a motion to dismiss or to affirm is timely filed, the Clerk will distribute the jurisdictional statement, motion, and any brief opposing the motion to the Court for its consideration no less than 10 days after the motion is filed

8 Any appellant may file a brief opposing a motion to dismiss or to affirm, but distribution and consideration by the Court under paragraph 7 of this Rule will not be deferred pending its receipt Forty copies shall be filed, except that an appellant proceeding in forma pauperis under Rule 39, including an inmate of an institution, shall file the number of copies required for a petition by such a person under Rule 12 2 The brief shall be served as required by Rule 29

9 If a cross-appeal has been docketed, distribution of both jurisdictional statements will be deferred until the cross appeal is due for distribution under this Rule

10 Any party may file a supplemental brief at any time while a jurisdictional statement is pending, calling attention to new cases, new legislation, or other intervening matter not available at the time of the party's last filing A supplemental brief shall be restricted to new matter and shall follow, insofar as applicable, the form for a brief in opposition prescribed by Rule 15 Forty copies shall be filed, except that a party proceeding in forma pauperis under Rule 39, including an inmate of an institution, shall file the number of copies required for a

petition by such a person under Rule 12 2 The supplemental brief shall be served as required by Rule 29

11 The clerk of the district court shall retain possession of the record until notified by the Clerk of this Court to certify and transmit it See Rule 12 7

12 After considering the documents distributed under this Rule, the Court may dispose summarily of the appeal on the merits, note probable jurisdiction, or postpone consideration of jurisdiction until a hearing of the case on the merits If not disposed of summarily, the case stands for briefing and oral argument on the merits If consideration of jurisdiction is postponed, counsel at the outset of their briefs and at oral argument, shall address the question of jurisdiction If the record has not previously been filed in this Court, the Clerk of this Court will request the clerk of the Court in possession of the record to certify and transmit it

13 If the Clerk determines that a jurisdictional statement submitted timely and in good faith is in a form that does not comply with this Rule or with Rule 33 or Rule 34, the Clerk will return it with a letter indicating the deficiency If a corrected jurisdictional statement is received no more than 60 days after the date of the Clerk's letter, its filing will be deemed timely

Rule 19 Procedure on a Certified Question

1 A United States court of appeals may certify to this Court a question or proposition of law on which it seeks instruction for the proper decision of a case The certificate shall contain a statement of the nature of the case and the facts on which the question or proposition of law arises Only questions or propositions of law may be certified, and they shall be stated separately and with precision The certificate shall be prepared as required by Rule 33 2 and shall be signed by the clerk of the court of appeals

2 *When a question is certified by a United States court of appeals,* this Court, on its own motion or that of a party may consider and decide the entire matter in controversy See 28 U S C § 1254(2)

3 When a question is certified, the Clerk will notify the parties and docket the case Counsel shall then enter their appearances After docketing, the Clerk will submit the certificate to the Court for a preliminary examination to determine whether the case should be briefed, set for argument, or dismissed No brief may be filed until the preliminary examination of the certificate is completed

4 If the Court orders the case briefed or set for argument the parties will be notified and permitted to file briefs The Clerk of this Court

then will request the clerk of the court in possession of the record to certify and transmit it. Any portion of the record to which the parties wish to direct the Court's particular attention should be printed in a joint appendix, prepared in conformity with Rule 26 by the appellant or petitioner in the court of appeals, but the fact that any part of the record has not been printed does not prevent the parties or the Court from relying on it.

5. A brief on the merits in a case involving a certified question shall comply with Rules 24, 25, and 33.1, except that the brief for the party who is the appellant or petitioner below shall be filed within 45 days of the order requiring briefs or setting the case for argument.

Rule 20. Procedure on a Petition for an Extraordinary Writ

1. Issuance by the Court of an extraordinary writ authorized by 28 U. S. C. § 1651(a) is not a matter of right, but of discretion sparingly exercised. To justify the granting of any such writ, the petition must show that the writ will be in aid of the Court's appellate jurisdiction, that exceptional circumstances warrant the exercise of the Court's discretionary powers, and that adequate relief cannot be obtained in any other form or from any other court.

2. A petition seeking a writ authorized by 28 U. S. C. § 1651(a), § 2241, or § 2254(a) shall be prepared in all respects as required by Rules 33 and 34. The petition shall be captioned "In re [name of petitioner]" and shall follow, insofar as applicable, the form of a petition for a writ of certiorari prescribed by Rule 14. All contentions in support of the petition shall be included in the petition. The case will be placed on the docket when 40 copies of the petition are filed with the Clerk and the docket fee is paid, except that a petitioner proceeding in forma pauperis under Rule 39, including an inmate of an institution, shall file the number of copies required for a petition by such a person under Rule 12.2, together with a motion for leave to proceed in forma pauperis, copy of which shall precede and be attached to each copy of the petition. The petition shall be served as required by Rule 29 [subject to subparagraph 4(b) of this Rule].

3. (a) A petition seeking a writ of prohibition, a writ of mandamus, or both in the alternative shall state the name and office or function of every person against whom relief is sought and shall set out with particularity why the relief sought is not available in any other court. A copy of the judgment with respect to which the writ is sought, including any related opinion, shall be appended to the petition together with any other document essential to understanding the petition

(b) The petition shall be served on every party to the proceeding with respect to which relief is sought. Within 30 days after the petition is placed on the docket, a party shall file 40 copies of any brief or briefs in opposition thereto, which shall comply fully with Rule 15. If a party named as a respondent does not wish to respond to the petition, that party may so advise the Clerk and all other parties by letter. All persons served are deemed respondents for all purposes in the proceedings in this Court.

4. (a) A petition seeking a writ of habeas corpus shall comply with the requirements of 28 U. S. C. §§ 2241 and 2242, and in particular with the provision in the last paragraph of § 2242, which requires a statement of the "reasons for not making application to the district court of the district in which the applicant is held." If the relief sought is from the judgment of a state court, the petition shall set out specifically how and where the petitioner has exhausted available remedies in the state courts or otherwise comes within the provisions of 28 U. S. C. § 2254(b). To justify the granting of a writ of habeas corpus, the petitioner must show that exceptional circumstances warrant the exercise of the Court's discretionary powers, and that adequate relief cannot be obtained in any other form or from any other court. This writ is rarely granted

(b) Habeas corpus proceedings, except in capital cases, are ex parte, unless the Court requires the respondent to show cause why the petition for a writ of habeas corpus should not be granted. A response, if ordered, or in a capital case, shall comply fully with Rule 15. Neither the denial of the petition, without more, nor an order of transfer to a district court under the authority of 28 U. S. C. § 2241(b), is an adjudication on the merits, and therefore does not preclude further application to another court for the relief sought.

5. The Clerk will distribute the documents to the Court for its consideration when a brief in opposition under subparagraph 3(b) of this Rule has been filed, when a response under subparagraph 4(b) has been ordered and filed, when the time to file has expired, or when the right to file has been expressly waived.

6. If the Court orders the case set for argument, the Clerk will notify the parties whether additional briefs are required, when they shall be filed, and, if the case involves a petition for a common-law writ of certiorari, that the parties shall prepare a joint appendix in accordance with Rule 26.

2. Answer the following questions to the text you have just read:

1 With what instance should an appellant file his appeal from a District Court?

2 What court decision may be cancelled in the procedure on a certified question?

3 In what cases parties file briefs in the procedure on a certified question?

4 What are the conditions for issuance by the Court of an extraordinary writ?

5 How many copies of petition for a writ should the plaintiff file with the Court?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1 Though law is the set of values, institutions, and concepts that organize the civilization, it is not the factor which makes people's lives be organized

2 Substantive law deals with human conduct and includes the broad areas known as criminal law and civil law

3 The common law, or unwritten law", is the body of law that historically developed from a custom

4 By the process of judicial review, courts can invalidate statutes which conflict with the Constitution, thereby playing a large role in determining important questions of public policy

5 Today the power of the federal government to regulate economic activity has no clear borders

B

1 Although legal principles and principles of morality and justice often have much in common, law, morality and justice are not synonymous notions

2 The common law, or "unwritten law", is the body of law that is created by way of oral parliament decisions

3 In the development of the common law, one of the least important principles to emerge was the doctrine of the stare decisis

4 A President in the US gains some judicial authority through appointments to the Supreme and Federal Courts

5. Historians note steady growth in Presidential power throughout the century but this power is not absolute.

C

1. An immoral act is illegal.
2. There is the only way to categorize law.
3. Constitutional law is one of the four major sources of law in the USA.
4. The common law is the set of rules written in common documents.
5. The constitution includes many guarantees aimed to preserve individual liberties against governmental intrusion.

D

1. Statutes, the enactments of legislatures on the federal, state and local levels, are administrative regulations and judicial decisions.
2. In the United States there are four major sources of law: substantive, jurisdictional, governmental, structural.
3. The Constitution not only limits the power of government, but also defines the structure of the latter.
4. The Commerce Clause of Article I of the Constitution limits the state government power to regulating interstate commerce.
5. The doctrine of stare decisis is the basic principle of common law.

E

1. Jurisdictional law deals with human conduct and includes civil and criminal law.
2. The common law is thought to be one of the sources of law in the majority of the states.
3. The Constitution establishes several important limitations on the power of government to interfere with individual liberty.
4. Judges continue to look to precedent as a guiding principle of law though the process of judicial decision-making is by no means uniform.
5. Presedents generally choose their closest advisors according to the experience and professionalism in the state's domestic and foreign affairs.

4. Give written definitions of the following terms as you remember and understand them:

A

Source of law

– Unwritten law
– To delegate
– Due process

B

– Structural law
– First amendment rights
– Commerce Clause
– Common law
– Precedent

C

– Common law
– Structural law
– Administrative regulations
– Stare decisis
– Interstate commerce

D

– Jurisdictional law
– Interstate commerce
– Concept of precedence
– Statute (as a source of law)
– Common law

E

– Governmental law
– Statute
– Unjust law
– Laisser fair
– Precedent

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

The process __1__ legislation thus represents __2__ place in the legal system where social integration first occurs. For this reason, it must (3. to be) to expect those who participate in the legislative process, whether directly or indirectly, to drop the role of private subject and assume, along with their role of citizen, __4__ perspective of members of __5__ freely associated legal community, in which an agreement __6__ the normative principles for regulating social life

either (7. already; to be) secured through tradition or can be brought about deliberatively in accordance with normatively recognized procedures. We (8. to clarify) already the unique combination of facticity and legitimacy in individual rights that equip legal persons __9__ enforceable entitlements to pursue their own interests strategically. This combination requires __10__ process of lawmaking in which __11__ participating citizens (12. to be; not) allowed to take part simply in the role of actors oriented to success. To the extent that rights __13__ political participation and rights __14__ communication are constitutive for the production of legitimate statutes, they must not be exercised by persons who act merely as private subjects of civil law. Rather, these rights must (15. to be) exercised in the attitude __16__ communicatively engaged citizens. Hence, the concept of modern law, which both intensifies and behaviorally operationalizes the tension between facticity and validity, already (17. to harbor) the democratic idea developed by Rousseau and Kant: the claim of legitimacy __18__ the part of __19__ legal order built on rights can be redeemed only __20__ the socially integrative force of the "concurring and united will of all" free and equal citizens.

B

Courts attempt to decide cases __1__ the basis of principles (2. to establish) __3__ prior cases.

The common law of England (4. to adopt) in the US and __5__ many other former British colonies where it is continually (6. to expand) because __7__ its nature, it is developed by judges __8__ a case by case basis.

Law, __9__ its generic sense is a body of rules of action or conduct (10. to prescribe) by controlling authority, and (11. to have) binding legal force.

Depending __12__ the jurisdiction, (13. a/the) particular right may (14. to enforce) at common law, or it may be subject __15__ statutory determination.

Some scholars define a constitution as (16. a/the) (17. to write) instrument agreed __18__ by the people of a union (e. g. United States Constitution) or a particular state, as (19. a/the) absolute rule of action and decision __20__ all departments (e. g. branches) and officers of the government in respect __21__ all the points covered by it, which must be in force until it shall be changed __22__ the authority which (23. to establish) it (e. g. by amendment), and __24__ opposition to which an act or ordinance of any such department or officer is null and void.

Case law (25. to found) __26__ the notion of consistency, and the requirement that prior determinations of law (27. to follow) as precedent according to (28. a/the) principle of stare decisis.

Constitutional liberty or freedom is usually (29 to define) as such (30 a/the) freedom as is enjoyed __31__ the citizens of a country or state __32__ the protection of its constitution

C

The Constitution sets the basic form of government three separate branches, each one _____ (to have) powers _____ the others

The federal government regulates itself more _____ it _____ (to regulate) any corporation

The courts may be studied _____ scientists in much _____ same way _____ the other political decision-making branches

No new law can _____ (to be, to pass) unless it _____ (to complete) a number of stages in _____ House of Commons and _____ House of Lords

_____ most common type of law court _____ England and Wales _____ (to be) the magistrates' court

The first step _____ the selection of _____ trial jury is the selection of _____ 'jury panel"

One of the fundamental principle of American government is that because _____ the system _____ checks and balances compromise in politics _____ (to be) a matter of necessity, not choice

D

Law is the discipline and profession concerned __1__ the customs, practices, and rules of conduct of a community __2__ are recognized as binding by the community

Common law stands in contrast __3__ rules developed by the separate acts of equity, __3__ statute law (i e , the acts of legislative bodies) and __3__ the legal system (4 to derive) from civil law now widespread in continental Europe and elsewhere

The guarantees of due process of law given in Magna Carta in 1215 and the English Bill of Rights of 1689 are reflected in the first ten amendments __5__ the federal Constitution, which were passed in 1791 and (6 to be) known as the Bill of Rights

The Federal Civil Rights Act of 1964 (7 to apply) not only to official laws and actions but also to the conduct of private citizens Thus, no discrimination on the basis of race, sex, religion, or national origin (8 to allow) in places of public entertainment or resort or __9__ employment practices by larger firms

The legal systems rooted in the English common law (10 to diverge) from their parent system so greatly over time that in many areas the legal approaches of common-law countries (11 to differ) as much among themselves as they do __12__ the civil-law countries

U S statutes (13 not to construe) so narrowly as those in England, and there is less reluctance to change the older law Statutes

are also regularly revised, for example, New York State (14. to have) a Law Revision Commission since 1934.

Although U.S. common law is more flexible than English law, and the need for equity is less, important remedies nevertheless (15. to develop) within the system.

__16__ extraordinary influence __17__ the development of common law and __17__ its dissemination to other parts of the world was the most famous of English jurists, Sir William Blackstone. Born in 1723, he entered the bar in 1746 and in 1758 (18. to become) the first person (19. to lecture) on English law __20__ an English university.

E

The common law is a system of laws (1. to develop) __2__ old customs and from decisions (3. to make) by judges.

The budget of the White House (4. to increase) comparing __5__ that a hundred years ago.

A Constitution is a system __6__ laws and principles according __7__ which a state is governed.

Congress (8. pass) __9__ 1973 the War Powers Act, limiting the President's authority to conduct an undeclared war for more than 60 days without congressional approval.

Liberty – the state of (10. to be) free from excessive restrictions placed __11__ somebody's life by a governing power.

The government came __12__ power at the last election.

The present resime (13. to be) __14__ power for two years.

How many states are there __15__ __16__ the United States of America?

What is the Labour Party's policy __17__ immigration?

A lawmaker is a person who (18. to decide) the laws of a country or society.

Civil law is a law that deals __19__ the private rights of citizens, rather than __20__ crime.

6. Translate the following English sentences into Ukrainian:

A

1. The principle of stare decisis is not inviolate, because a legal system that becomes inflexible leads to stagnation in law.

2. Quite often Presidents have been able to assert much independent power domestically.

3. A President, wanting to cut a domestic program, is likely to conflict with the Congress, which is far more willing to support legislation it sees as directly affecting members' districts.

4. Presidents also create advisory "commissions" to encourage debate outside the political arena.

5. The federal government has no power to regulate business activity.

B

1. Stare decisis is a source of stability and equality in the law.

2. A legal system that becomes inflexible leads to stagnation in the law.

3. The Queen is head of government, she makes laws with Parliament and she is head of courts.

4. More than 50 % of Americans consider their President to be enough professional to run the country.

5. Judges usually look to precedent as a guiding principle of law because the process of judicial decision-making is usually uniform.

C

1. In a community such as the one in which we live, some kind of law is necessary to try to prevent people from doing crimes.

2. Every country tries to provide laws which will help its people to live safely and as comfortably as possible.

3. As a rule the presidential authority is outlined in the Constitution of a country.

4. The US Congress is the lawmaking arm of the federal government.

5. If the President vetoes a bill, it can still become a law but only if it is passed by the two-thirds majority in both houses of Congress.

D

1. Common law and equity, as found in English and American legal systems, rely strongly on the body of established precedents, although in the original development of the English chancellor's equitable jurisdiction, its freedom from precedent was its main characteristic.

2. Judges follow earlier decisions, not only to save themselves the effort of working out fresh solutions for the same problems each time they recur but also, and primarily, because their goal is to render uniform and stable justice.

3. Because the legislative codes cannot anticipate all situations that may arise and come before the courts, the gaps in legislative schemes must be and are filled by judicial decisions, for no court in any nation is likely to refuse to decide a case on the ground that it has not been told in advance the answers to the questions presented to it.

4 An outstanding example of judicial rule making is found in the United States, where Congress has delegated to the Supreme Court broad power to formulate rules of civil, criminal, and appellate procedure for the federal courts

5 The title 'President of the United States" was originally applied to the officer who presided over sessions of the Continental Congress and of the Congress established under the Articles of Confederation (1781–1789)

E

1 Three major Ukrainian sources of law are constitutional law, enactments of legislature, administrative regulations

2 The Supreme Court is the highest court in a state of the USA or in the whole of the USA

3 The Constitution of Ukraine provides for the protection of individual rights and liberties

4 The Government is considering further tax cuts

5 The new law comes into force next month

7. Translate the following Ukrainian sentences into English:

A

1 В країнах світу існує три основні типи правових систем континентальна, прецедентна і мусульманська

2 Конституційне право регулює загальні і найважливіші засади внутрішнього устрою держави і принципи державного механізму та становить її верховне право (supreme law)

3 Органи місцевого самоврядування діють у межах повноважень, наданих їм законом або делегованих законодавчими чи виконавчими органами

4 Система нормативно-правових актів України включає Конституцію, закони та підзаконні акти, до яких належать укази, постанови, декрети, розпорядження та накази органів різних гілок влади

5 Будь-який нормативний акт містить у собі правові норми – уніфіковані приписи, обов'язкові до виконання всіма, до кого вони звернені, та підкріплені силою державного примусу

6 Хоча процес прийняття рішень судами жодним чином не можна назвати одноманітним, проте судді продовжують звертатись до прецедентів як керівних правових приписів

B

1 Конституція Сполучених Штатів Америки передбачає існування трьох гілок Національного уряду і детально визначає повноваження кожної з них

2 Кількість представників кожного штату в Конгресі визначається населенням штату, крім цього, кожен штат має право на одного представника в Конгресі незалежно від кількості населення

3 Конституційний склад Верховної Ради – це чотириста п'ятдесят народних депутатів України, які обираються на основі загального рівного і прямого виборчого права шляхом таємного голосування терміном на чотири роки

4 У разі введення воєнного чи надзвичайного стану в Україні Верховна Рада збирається у дводенний термін без скликання

5 Самоврядування є одним з головних принципів американської демократії, це означає, що громадяни можуть брати активну участь у врядуванні своєю громадою

6 Закони та інші нормативні акти, прийняті до набуття чинності Конституції України, є чинними в частині, що не суперечить Конституції України

C

1 Право є своєрідною надбудовою над економічними відносинами в суспільстві

2 У теорії права України не вщухають суперечки з приводу того, чи є постанови Пленуму Верховного Суду України судовим прецедентом, тобто джерелом (формою) права в Україні

3 Єдиним джерелом влади в Україні є народ

4 Верховенство права – важлива конституційна гарантія

5 Конституційний Суд України є єдиним органом конституційної юрисдикції та займає особливе місце в системі судів України

6 З 1 січня 2004 року набирає законної сили новий Цивільний кодекс України

D

1 Право як система норм, дотримання яких забезпечено державою, є найефективнішим засобом регулювання соціальних відносин

2 Незважаючи на те, що судовий прецедент офіційно не визнається джерелом права в Україні, рішення Верховного Суду в конкретних справах є обов'язковими для місцевих судів у вирішенні аналогічних справ

3 Президент України за погодженням з Верховною Радою має повноваження надсилати військові з'єднання (troops) Збройних сил України за кордон

[illegible] на управління апарату Президента США непокоїть країну.

5. Конституція України визначає структуру всіх трьох гілок державної влади України.

6 Незважаючи на те, що українське право не знає інституту "judicial review", українські суди також мають право скасовувати правові акти, що не відповідають законам чи Конституції.

E

1. Право – система наявних у даному суспільстві правових доктрин і цінностей та сформована на цій основі система загальнообов'язкових правил поведінки, встановлених та санкціонованих державою.

2. Прецедент є в суді рішенням у конкретній справі, яке в одних країнах є обов'язковим для судів тієї ж або нижчої інстанції під час вирішення аналогічних справ, а в інших країнах приблизним зразком тлумачення закону, що не має обов'язкової сили.

3. Галузь права – самостійна група правових норм та інститутів, що регулюють певну сферу суспільних відносин специфічними методами правового регулювання. Основними галузями права є конституційне, адміністративне, цивільне, сімейне, господарське, трудове, фінансове, земельне та ін.

4. Закон – нормативний акт вищого представницького органу державної влади або безпосереднє волевиявлення населення (наприклад, у порядку референдуму).

5. У сфері законодавчої діяльності Президент України за Конституцією має право підписувати закони, прийняті парламентом, також має право вето щодо прийнятих Верховною Радою України законів із наступним поверненням їх на повторний розгляд.

6. Державна влада – здатність суб'єктів, що виступають від імені держави, впливати на поведінку людей та їхніх об'єднань за допомогою державного апарату.

8. Insert the correct words into the legal document text, given below:

LETTER TO RECEIVER
OR LIQUIDATOR RECLAIMING GOODS

Date 1 January 2003

To XXX Ltd.

Dear Sirs

Re: Our Invoice No. 2345/55

The goods referred to in the above _____ were delivered to YYY Ltd. which is now in _____. The goods were sold on the condition that _____ remains with us until such time as they are paid for in full. If they are not paid for in full _____ 21 days, we reserve the right to enter their _____ to recover our goods. We have not received payment for the goods within the specified period, and therefore we intend to enter upon their premises on 10 January 2003 to _____ our goods. Please may we have your undertaking by return not to sell, deal with or otherwise _____ of the goods until such time as they have been paid for in full or collected by us.

Yours sincerely

_____

D. S. Johnson, Head of Legal Department

ZZZ Ltd.

1) premises; 2) legal title; 3) dispose; 4) invoice; 5) within; 6) receivership; 7) reclaim

9. Translate the following Ukrainian legal document text fragment into English:

A

КОНТРАКТ ПРОДАЖУ ПОЖИТТЄВИХ ЩОРІЧНИХ РЕНТ, ЯКІ ВКЛЮЧАЮТЬ ЗАГАЛЬНІ УМОВИ СПІЛКИ ЮРИСТІВ ТА УМОВИ МІСЦЕВОЇ СПІЛКИ ЮРИСТІВ

ЗАПИС ДОГОВОРУ, вчиненого _____ МІЖ п. А. Б. і т. ін. ("Продавцем") та п. Ц. Д. і т. ін. ("Покупцем"), ШЛЯХОМ ЯКОГО Продавець погоджується продати, а Покупець купити УСІ ТІ пожиттєві щорічні ренти ("Ренти"), котрі з усіма подробицями документів, що їх оформлюють, та власність, з якої вони відповідно справляються, зазначені у додатку, РАЗОМ з усіма правами та засобами забезпечення і справляння рентних платежів, що надані законом та згаданими вище відповідними документами тією мірою, якою такі права і засоби є законними та мають позовну силу, за ціну _____ фунтів стерлінгів і на викладених нижче умовах, а саме:

1. *[положення про завдаток].*

2. Довідка про титул [вручається протягом (14 днів) від цього числа] починається з відповідних документів, зазначених у додатку [або: та містить довідку про відповідні документи, зазначені в

додатку, та довідку про останній титул на ренти, яка починається — у випадку рент 1–3 у додатку – з і т. ін., а в інших випадках – з і т. ін., і Покупець не має права вимагати надання довідки про проміжний титул або виступати із запереченнями чи вимогами відносно проміжного титулу].

3. Ніякі заперечення з приводу форми, в якій обумовлена будь-яка з рент, не приймаються.

[4. Покупець отримує список прізвищ та адреси осіб, від яких востаннє були отримані платежі по відповідних орендах, але не має права на будь-яку довідку чи доказ титулу цих осіб на землю, з якої справляється рента].

B

АФІДЕВІТ ПРО ПЕРШЕ ВИКОНАННЯ ДОКУМЕНТА КРЕДИТОРОМ

Я, ___ з ___ СКЛАДАЮ присягу і заявляю про таке:

1. Доданий тут документ, позначений "А", є справжнім примірником документа [*вкажіть, чи є він документом про передачу неплатоспроможним боржником свого майна на користь кредитора; документом про компромісну угоду з кредитором; документом про інспектування або угодою про продовження чи ліквідацію справи боржника*] і кожного додатку чи опису, які тут додаються або на які наявні посилання.

2. Документ уперше складено [*ім'я, місце проживання та рід занять*] кредитором (який проживає _____ та є _____) _____ (*дата*) о _____ годині після (до) полудня. Я був присутній і особисто спостерігав, як вищезгаданий _____ виконував вищевказаний документ.

3. Боржник [*ім'я, місце проживання та рід занять*] проживає _____ і є _____.

4. Місце або місця, в яких здійснюється (комерційна) діяльність вищезгаданого боржника, такі: _____ [*Вкажіть також, під якими іншими іменами (якщо такі є) здійснює свою діяльність боржник*].

10. Translate the following English legal document text fragment into Ukrainian:

OPTION TO BUY LAND AGREEMENT

This Agreement is made the 21st day of January 2003 between:
(1) XXX Ltd. of Kyiv, Ukraine (the Buyer); and
(2) YYY Ltd. of London, Great Britain (the Seller).

WHEREAS:

The Seller now owns the following land and/or property (the "Property"): building #1 Trafalgar sq., London

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the sum of USD 100 000, receipt of which is hereby acknowledged by the Seller, the Seller grants to the Buyer an exclusive option to buy the Property for the following price and on the following terms (the "Option"):

_____

_____

_____

_____

2. The amount received by the Seller from the Buyer referred to in paragraph 1. above will be credited against the purchase price of the Property if the Option is exercised by the Buyer. If the Option is not exercised, the Seller will retain this payment.

3. The option period will be from the date of this Agreement until 31 January 2004, at which time the Option will expire unless exercised.

4. During this period, the Buyer has the option and exclusive right to buy the Property on the terms set out herein. The Buyer must notify the Seller in writing of the decision to exercise the Option.

5. No modification of this agreement will be effective unless it is in writing and is signed by both the Buyer and Seller. This agreement binds and benefits both the Buyer and Seller and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between the Buyer and Seller.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written.

Unit II

COURTS, LAWYERS AND THE LEGAL PROCESS

1. Read carefully the following text: *(an excerpt from US Federal Rules of Civil Procedure)*

Rule 26. General Provisions Governing Discovery; Duty of Disclosure

(a) Required Disclosures; Methods to Discover Additional Matter

(1) Initial Disclosures.

Except in categories of proceedings specified in Rule 26(a)(1)(E), or to the extent otherwise stipulated or directed by order, a party must, without awaiting a discovery request, provide to other parties:

(A) the name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information;

(B) a copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment;

(C) a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered; and

(D) for inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

(E) The following categories of proceedings are exempt from initial disclosure under Rule 26(a)(1):

(i) an action for review on an administrative record;

(ii) a petition for habeas corpus or other proceeding to challenge a criminal conviction or sentence;

(iii) an action brought without counsel by a person in custody of the United States, a state, or a state subdivision;
(iv) an action to enforce or quash an administrative summons or subpoena;
(v) an action by the United States to recover benefit payments;
(vi) an action by the United States to collect on a student loan guaranteed by the United States;
(vii) a proceeding ancillary to proceedings in other courts; and
(viii) an action to enforce an arbitration award.

These disclosures must be made at or within 14 days after the Rule 26(f) conference unless a different time is set by stipulation or court order, or unless a party objects during the conference that initial disclosures are not appropriate in the circumstances of the action and states the objection in the Rule 26(f) discovery plan. In ruling on the objection, the court must determine what disclosures – if any – are to be made, and set the time for disclosure. Any party first served or otherwise joined after the Rule 26(f) conference must make these disclosures within 30 days after being served or joined unless a different time is set by stipulation or court order. A party must make its initial disclosures based on the information then reasonably available to it and is not excused from making its disclosures because it has not fully completed its investigation of the case or because it challenges the sufficiency of another party's disclosures or because another party has not made its disclosures.

(2) Disclosure of Expert Testimony.
(A) In addition to the disclosures required by paragraph (1), a party shall disclose to other parties the identity of any person who may be used at trial to present evidence under Rules 702, 703, or 705 of the Federal Rules of Evidence.
(B) Except as otherwise stipulated or directed by the court, this disclosure shall, with respect to a witness who is retained or specially employed to provide expert testimony in the case or whose duties as an employee of the party regularly involve giving expert testimony, be accompanied by a written report prepared and signed by the witness. The report shall contain a complete statement of all opinions to be expressed and the basis and reasons therefor; the data or other information considered by the witness in forming the opinions; any exhibits to be used as a summary of or support for the opinions; the qualifications of the witness, including a list of all publications authored by the witness within the preceding ten years; the compensation to be paid for the study and testimony; and a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

(C) These disclosures shall be made at the times and in the sequence directed by the court In the absence of other directions from the court or stipulation by the parties, the disclosures shall be made at least 90 days before the trial date or the date the case is to be ready for trial or, if the evidence is intended solely to contradict or rebut evidence on the same subject matter identified by another party under paragraph (2)(B), within 30 days after the disclosure made by the other party The parties shall supplement these disclosures when required under subdivision (e)(1)

(3) Pretrial Disclosures
In addition to the disclosures required by Rule 26(a)(1) and (2), a party must provide to other parties and promptly file with the court the following information regarding the evidence that it may present at trial other than solely for impeachment
(A) the name and, if not previously provided the address and telephone number of each witness, separately identifying those whom the party expects to present and those whom the party may call if the need arises,
(B) the designation of those witnesses whose testimony is expected to be presented by means of a deposition and, if not taken stenographically, a transcript of the pertinent portions of the deposition testimony, and
(C) an appropriate identification of each document or other exhibit, including summaries of other evidence, separately identifying those which the party expects to offer and those which the party may offer if the need arises
Unless otherwise directed by the court, these disclosures must be made at least 30 days before trial Within 14 days thereafter, unless a different time is specified by the court a party may serve and promptly file a list disclosing (i) any objections to the use under Rule 32(a) of a deposition designated by another party under Rule 26(a)(3)(B), and (ii) any objection, together with the grounds therefor, that may be made to the admissibility of materials identified under Rule 26(a)(3)(C) Objections not so disclosed other than objections under Rules 402 and 403 of the Federal Rules of Evidence, are waived unless excused by the court for good cause

(4) Form of Disclosures, Filing
Unless the court orders otherwise, all disclosures under Rules 26(a)(1) through (3) must be made in writing, signed, and served

(5) Methods to Discover Additional Matter Parties may obtain discovery by one or more of the following methods depositions upon oral examination or written questions, written interrogatories, production of documents or things or permission to enter upon land or

other property under Rule 34 or 45(a)(1)(C), for inspection and other purposes physical and mental examinations, and requests for admission

(b) Discovery Scope and Limits

Unless otherwise limited by order of the court in accordance with these rules, the scope of discovery is as follows

(1) In General
Parties may obtain discovery regarding any matter, not privileged, that is relevant to the claim or defense of any party, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter For good cause, the court may order discovery of any matter relevant to the subject matter involved in the action Relevant information need not be admissible at the trial if the discovery appears reasonably calculated to lead to the discovery of admissible evidence All discovery is subject to the limitations imposed by Rule 26(b)(2)(i), (ii), and (iii)

(2) Limitations
By order, the court may alter the limits in these rules on the number of depositions and interrogatories or the length of depositions under Rule 30 By order or local rule, the court may also limit the number of requests under Rule 36 The frequency or extent of use of the discovery methods otherwise permitted under these rules and by any local rule shall be limited by the court if it determines that
(i) the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive,
(ii) the party seeking discovery has had ample opportunity by discovery in the action to obtain the information sought, or
(iii) the burden or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the litigation, and the importance of the proposed discovery in resolving the issues The court may act upon its own initiative after reasonable notice or pursuant to a motion under Rule 26(c)

(3) Trial Preparation Materials
Subject to the provisions of subdivision (b)(4) of this rule, a party may obtain discovery of documents and tangible things otherwise discoverable under subdivision (b)(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that other party's representative (including the other party's

attorney, consultant, surety, indemnitor, insurer, or agent) only upon a showing that the party seeking discovery has substantial need of the materials in the preparation of the party's case and that the party is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the court shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation.

A party may obtain without the required showing a statement concerning the action or its subject matter previously made by that party. Upon request, a person not a party may obtain without the required showing a statement concerning the action or its subject matter previously made by that person. If the request is refused, the person may move for a court order. The provisions of Rule 37(a)(4) apply to the award of expenses incurred in relation to the motion. For purposes of this paragraph, a statement previously made is (A) a written statement signed or otherwise adopted or approved by the person making it, or (B) a stenographic, mechanical, electrical, or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

(4) Trial Preparation: Experts.

(A) A party may depose any person who has been identified as an expert whose opinions may be presented at trial. If a report from the expert is required under subdivision (a)(2)(B), the deposition shall not be conducted until after the report is provided.

(B) A party may, through interrogatories or by deposition, discover facts known or opinions held by an expert who has been retained or specially employed by another party in anticipation of litigation or preparation for trial and who is not expected to be called as a witness at trial, only as provided in Rule 35(b) or upon a showing of exceptional circumstances under which it is impracticable for the party seeking discovery to obtain facts or opinions on the same subject by other means.

(C) Unless manifest injustice would result, (i) the court shall require that the party seeking discovery pay the expert a reasonable fee for time spent in responding to discovery under this subdivision; and (ii) with respect to discovery obtained under subdivision (b)(4)(B) of this rule the court shall require the party seeking discovery to pay the other party a fair portion of the fees and expenses reasonably incurred by the latter party in obtaining facts and opinions from the expert.

(5) Claims of Privilege or Protection of Trial Preparation Materials. When a party withholds information otherwise discoverable under these rules by claiming that it is privileged or subject to protection as trial preparation material, the party shall make the claim expressly and shall describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.

(c) Protective Orders

Upon motion by a party or by the person from whom discovery is sought, accompanied by a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action, and for good cause shown, the court in which the action is pending or alternatively, on matters relating to a deposition, the court in the district where the deposition is to be taken may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

(1) that the disclosure or discovery not be had;

(2) that the disclosure or discovery may be had only on specified terms and conditions, including a designation of the time or place;

(3) that the discovery may be had only by a method of discovery other than that selected by the party seeking discovery;

(4) that certain matters not be inquired into, or that the scope of the disclosure or discovery be limited to certain matters;

(5) that discovery be conducted with no one present except persons designated by the court;

(6) that a deposition, after being sealed, be opened only by order of the court;

(7) that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a designated way; and

(8) that the parties simultaneously file specified documents or information enclosed in sealed envelopes to be opened as directed by the court.

If the motion for a protective order is denied in whole or in part, the court may, on such terms and conditions as are just, order that any party or other person provide or permit discovery. The provisions of Rule 37(a)(4) apply to the award of expenses incurred in relation to the ion.

(d) Timing and Sequence of Discovery

Except in categories of proceedings exempted from initial disclosure under Rule 26(a)(1)(E), or when authorized under these rules or by order or agreement of the parties, a party may not seek discovery from any source before the parties have conferred as required by Rule 26(f) Unless the court upon motion, for the convenience of parties and witnesses and in the interests of justice, orders otherwise, methods of discovery may be used in any sequence, and the fact that a party is conducting discovery, whether by deposition or otherwise, does not operate to delay any other party's discovery

(e) Supplementation of Disclosures and Responses

A party who has made a disclosure under subdivision (a) or responded to a request for discovery with a disclosure or response is under a duty to supplement or correct the disclosure or response to include information thereafter acquired if ordered by the court or in the following circumstances

(1) A party is under a duty to supplement at appropriate intervals its disclosures under subdivision (a) if the party learns that in some material respect the information disclosed is incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing
With respect to testimony of an expert from whom a report is required under subdivision (a)(2)(B) the duty extends both to information contained in the report and to information provided through a deposition of the expert, and any additions or other changes to this information shall be disclosed by the time the party's disclosures under Rule 26(a)(3) are due

(2) A party is under a duty seasonably to amend a prior response to an interrogatory, request for production, or request for admission if the party learns that the response is in some material respect incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the other parties during the discovery process or in writing

(f) Meeting of Parties, Planning for Discovery

Except in categories of proceedings exempted from initial disclosure under Rule 26(a)(1)(E) or when otherwise ordered, the parties must, as soon as practicable and in any event at least 21 days before a scheduling conference is held or a scheduling order is due under Rule 16(b), confer to consider the nature and basis of their claims and defenses and the possibilities for a prompt settlement or resolution of

the case, to make or arrange for the disclosures required by Rule 26(a)(1), and to develop a proposed discovery plan that indicates the parties' views and proposals concerning

(1) what changes should be made in the timing, form, or requirement for disclosures under Rule 26(a), including a statement as to when disclosures under Rule 26(a)(1) were made or will be made;

(2) the subjects on which discovery may be needed, when discovery should be completed, and whether discovery should be conducted in phases or be limited to or focused upon particular issues,

(3) what changes should be made in the limitations on discovery imposed under these rules or by local rule, and what other limitations should be imposed, and

(4) any other orders that should be entered by the court under Rule 26(c) or under Rule 16(b) and (c)

The attorneys of record and all unrepresented parties that have appeared in the case are jointly responsible for arranging the conference, for attempting in good faith to agree on the proposed discovery plan, and for submitting to the court within 14 days after the conference a written report outlining the plan A court may order that the parties or attorneys attend the conference in person If necessary to comply with its expedited schedule for Rule 16(b) conferences, a court may by local rule (i) require that the conference between the parties occur fewer than 21 days before the scheduling conference is held or a scheduling order is due under Rule 16(b), and (ii) require that the written report outlining the discovery plan be filed fewer than 14 days after the conference between the parties, or excuse the parties from submitting a written report and permit them to report orally on their discovery plan at the Rule 16(b) conference.

(g) Signing of Disclosures, Discovery Requests, Responses, and Objections

(1) Every disclosure made pursuant to subdivision (a)(1) or subdivision (a)(3) shall be signed by at least one attorney of record in the attorney's individual name, whose address shall be stated An unrepresented party shall sign the disclosure and state the party's address. The signature of the attorney or party constitutes a certification that to the best of the signer's knowledge, information, and belief, formed after a reasonable inquiry, the disclosure is complete and correct as of the time it is made

(2) Every discovery request, response, or objection made by a party represented by an attorney shall be signed by at least one attorney of record in the attorney's individual name, whose address shall be

stated. An unrepresented party shall sign the request, response, or objection and state the party's address. The signature of the attorney or party constitutes a certification that to the best of the signer's knowledge, information, and belief, formed after a reasonable inquiry, the request, response, or objection is:
(A) consistent with these rules and warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law;
(B) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and
(C) not unreasonable or unduly burdensome or expensive, given the needs of the case, the discovery already had in the case, the amount in controversy, and the importance of the issues at stake in the litigation. If a request, response, or objection is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the party making the request, response, or objection, and a party shall not be obligated to take any action with respect to it until it is signed.

(3) If without substantial justification a certification is made in violation of the rule, the court, upon motion or upon its own initiative, shall impose upon the person who made the certification, the party on whose behalf the disclosure, request, response, or objection is made, or both, an appropriate sanction, which may include an order to pay the amount of the reasonable expenses incurred because of the violation, including a reasonable attorney's fee.

2. Answer the following questions to the text you have just read:

1. Does the Ukrainian civil procedure have the same instrument as discovery?
2. What categories of proceedings do not include initial disclosure?
3. Who may limit the extent of use of the discovery methods?
4. May a court issue protective orders by its own initiative?
5. What is the "sequence of discovery"?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. The doctrine of "conflict of laws" deals with the issues involved in the interplay of various laws in the various legal systems.
2. Generally, state court systems include the following judicial functions: trial, appeal, and cassation.
3. To begin lawsuit, the plaintiff files a complaint – a document stating the nature of his claim and the relief he is seeking – with the clerk of the court.
4. Through discovery each party can obtain the information that was previously illegally hidden by another party to the litigation.
5. Whether the case is to be tried by a jury, the judge and lawyers will cooperate with jurors to ensure an unbiased jury.

B

1. In mediation a mediator attempts to help the parties to negotiate a solution.
2. After the selection of the jurors is completed, the lawyers will make an opening statement and will then proceed to call their witnesses and present their evidence.
3. After all the witnesses have testified, each lawyer presents a closing statement.
4. Representing a client in a trial court is the only function that lawyers today perform.
5. Federal statutes may not be interpreted in the state courts and vice versa.

C

1. In the USA both state and federal court systems exist in such a harmony that no conflicts happens between them.
2. State supreme courts are the courts of last resort in the USA.
3. State courts deals with the disputes where the federal government is a party or where the federal constitution or federal laws are involved.
4. A defendant must prove in the court that he (or she) is not guilty. Otherwise he (or she) will be arrested.
5. The trial process is much formalized.

D

1. State court system in the US has three types of judicial functions: trials, first appeals, Supreme Court appeals.
2. In some cases the prosecution has the power to initiate a lawsuit.
3. To begin a lawsuit the plaintiff files a document, known as pleadings with the clerk of the court.
4. Both judge and lawyers know who may be a prospective juror.
5. Alternative means of resolving the dispute are obligatory in most states.

E

1. In the United States federal and state court systems are entirely separate.
2. An appeals court has appellate jurisdiction because it hears appeals from the trial court.
3. The federal government may be a party in disputes heard in federal courts.
4. The party who initiates the prosecution in a civil case (the lawsuit in a criminal case) is the plaintiff.
5. The discovery begins, once initial lawsuit documents have been filed and served.

4. Give written definitions of the following terms as you remember and understand them:

A

- Appeal
- Summons
- Plaintiff
- Cross-examination

B

- Circuit courts
- Counterclaim (countercomplaint)
- Deposition
- Settlement
- Burden of proof

C

- Appellate jurisdiction
- Plaintiff
- Discovery
- Grounds for an appeal
- Litigants

D

- Plaintiff
- Summons
- "Rent-a-judge" procedure
- Mini-trial
- Reverse discrimination

E

- Original jurisdiction of a trial court
- Plaintiff, defendant
- Pleadings
- Unbiased jury
- Opening statement, closing statement
- Trial, court

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

There are so-called "courts of limited jurisdiction"; their jurisdiction is limited to minor cases. In criminal matters, for example, it (1. to be) commonly recognized that state courts (2. to deal) with three levels of violations: infractions (the least serious), misdemeanors (more serious), and felonies (the most serious). Trial courts of limited jurisdiction handle infractions and misdemeanors. They may impose only limited fines (usually no more than $1000) and jail __3__ (generally no more than one year). In civil cases these courts are usually limited to disputes __4__ a certain amount, such as $500. In addition, these types of courts are often limited __5__ certain kinds of matters: traffic violations, domestic relations matters, or cases involving juveniles, for example. Another difference from trial courts of general jurisdiction is that in many instances these limited courts are not courts __6__ record. Since their proceedings are not recorded, appeals of their decisions usually go to __7__ trial court of general __8__ for what is known as trial de novo (new trial).

Yet another distinguishing characteristic of trial courts of __9__ jurisdiction is that the presiding judges of such courts are often not required to have any formal legal training. Many, in fact, are only part-time __10__ who are sometimes not familiar with basic legal concepts.

Many of these courts suffer __11__ __12__ lack of resources. Often, they have no permanent courtroom, meeting __13__ in grocery stores, restaurants, or private homes. Clerks (14. to be; not) fre-

quickly available to keep adequate records. The results are informal proceedings and the processing of cases on __15__ mass basis. Full-fledged trials are rare and cases are disposed __16__ quickly.

Finally, we should note that trial courts of limited jurisdiction (17. use) in some states to handle preliminary matters in felony criminal __18__. They often hold arraignments, __19__ bail, appoint attorneys for indigent defendants, and conduct preliminary examinations. The case is then transferred to __20__ trial court of general jurisdiction for such matters as hearing pleas, holding trials, and sentencing.

B

Judges, according __1__ some scientific views, (2. to be) merely (3. an/the) operators of a machine (4. to design) by scientists and built __5__ legislators, and indeed, one commonly (6. to find) judges referred __7__ in the literature of the civil law world as "operators __8__ the law".

It is common __9__ different schools __10__ thought to be __11__ war __12__ each other __13__ matters that (14. to be) fundamental __15__ the legal structure, as well as __16__ the merits and defects of specific pieces of legislation or specific judicial decisions.

__17__ the apex of (18. a/the) system of ordinary courts __19__ France, and in those nations that (20. to follow) the French model, is (21. a/the) Supreme Court of Cassation, (22. a/the) body that originated as a nonjudicial tribunal, (23. to create) to provide authoritative answers __24__ questions of interpretation of statutes referred __25__ it __26__ the ordinary judges.

(27. a/the) judicial power of the United States (28. to vest) in one Supreme Court, and __29__ such inferior courts as (30. a/the) Congress may __31__ time to time ordain and establish.

C

Individuals fall __1__ the jurisdiction __2__ two different court systems, their state courts and federal courts. They can sue or (3. to sue) in either system depending mostly __4__ what their case is about.

The vast majority of cases (5. to resolve) in the state courts.

The federal courts are organized __6__ three tiers, like __7__ pyramid. At the bottom of __8__ pyramid are the US district courts, where litigation (9. to begin). __10__ the middle are the US courts of appeals. __11__ the top (12. to be) the US Supreme Court. (13. to appeal) means to take a case __14__ a higher court. The court of appeals and the Supreme Court (15. to be) appellate courts. __16__ few exceptions, they (17. to review) cases that (18. to decide) in

lower courts. Most federal courts hear and decide __19__ wide array of cases. The judges in these courts are known __20__ generalists.

D

If, in a criminal case, the defendant denies committing the acts charged __1__ him, the court must choose between his version of the facts and the prosecution's; and if he (2. to assert) that his conduct did not constitute a crime, the court must decide whether his view of the law or the prosecution's is correct.

The fact that court operates __3__ known rules and with reasonably predictable results leads those who might otherwise engage __4__ controversy to compose their differences.

If one individual is dealt with in a certain way today, the theory of precedent is that another individual (5. to engage) in substantially identical conduct under substantially identical conditions tomorrow or a month or year hence (6. to deal with) in the same way.

The gaps in legislative schemes must be and are filled by judicial decisions, __7__ no court in any nation is likely to refuse to decide a case on the ground that it (8. to tell) in advance the answers to the questions presented __9__ it.

The Supreme Court of the United States (10. to overrule) many of its own earlier decisions, to the consternation of those who yearn __11__ a rigid separation of powers and who are unable to accept the inevitability of judicial lawmaking.

The extent to which the judges (12. to bind) by statutes and case precedents as against their own ethical ideas and concepts of social, political, and economic policy is an important question, as (13. to be) the matter of which should prevail when justice and law appear to the judges to be out of alignment __14__ each other.

Armed with the authority asserted __15__ this early date, the Supreme Court of the United States (16. to hold) many statutes, federal as well as state, unconstitutional and has also invalidated executive actions that violated the Constitution. But more surprising is the fact that lower courts also possess and exercise the same powers. Whenever a question arises in any U.S. court at any level __17__ to the constitutionality of a statute or executive action, that court is obligated to determine its validity in the course __18__ deciding the case before it.

In some nations, written constitutions may be __19__ effect but not accompanied by any conception that their authoritative interpretation is a judicial function. Legislative bodies, rather than courts, act as the guardians and interpreters of the constitution, (20. to guide) by their provisions but not bound by them in any realistic sense.

E

She had to appear in court __1__ give evidence. The defendant claimed (2. to have) __3__ fair trial. The judge (4. to announce) his decision and our only resort (5. to be) an appeal to a higher court. The court has no jurisdiction __6__ foreign diplomats. His claim to ownership on the land (7. to contest) __8__ a court. They employed a top lawyer (9. to plead) their case. According __10__ the witness's testimony, you (11. to be) present when the crime was committed. The judgement was given __12__ favour __13__ the accused. (He or she was declared not guilty). There are two important rules of ethics to the business client: the lawyer __(14. to bind) to respect the confidence of his client and the lawyer may not engage __15__ a conflict of interest. Credibility is the quality __16__ being generally accepted and trusted, the quality __17__ being credible. Lobbyists are a group of people who try to influence politicians __18__ a particular issue. The judge is an officer with __19__ authority to decide cases in a lawcourt. The case moves to the trial stage __20__ the completion of discovery.

6. Translate the following English sentences into Ukrainian:

A

1. The quantum of proof necessary in a given case depends on whether the case is criminal, civil or administrative.
2. The appellate court has the power to affirm the lower court's judgment, modify it, reverse it, or remand it.
3. A trial court has the power to determine the facts of the case and apply law to them.
4. The federal system consists of two levels.
5. The pretrial procedure begins after the initial lawsuit documents have been filed and served to the court.

B

1. In an action at law, the plaintiff or party seeking relief is said to have the burden of proof – that is, the burden of sustaining the case until the trial is ended.
2. Evidence and arguments are generally presented by counsels for the defendant and the plaintiff (the instigating party in a case) in such a manner, and under the rules governing judicial procedure, that a judge or jury may be convinced of its truth.
3. Specific objects, when identified by oral testimony, may often introduced in evidence when their existence or appearance tends to prove or disprove an alleged fact.

4 Rules of admissibility determine which items of evidence judges or juries may be permitted to hear (or see or read)

5 Because American law is committed to a rational rather than a formalistic system of evidence, no value is assigned to the form or the quantity of evidence offered

C

1 If a person has a legal problem, he will go and see a solicitor.

2 A jury consist of twelve people ("jurors") who are ordinary people chosen at random from the Electoral Register

3 The American court system functions as part of federal system of government

4 Each state runs its own court system and no two are identical

5 To appeal means to take case to a higher court

D

1 The law gives individuals the power to arrange and determine their legal rights in many matters and in various ways, as through wills, contracts, or corporate bylaws, and the lawyer aids in many of these arrangements

2 A lawyer is required to accept any case for a proper professional fee, for example, regardless of his personal feelings, except when there are circumstances of conflicting interests of clients

3 In many countries professional associations of lawyers have sought to commit the principles of ethical conduct to written form, but a written code is not essential

4 Within the framework of litigation, the Supreme Court marks the boundaries of authority between state and nation, state and state, and government and citizen

5 The chief technical instrument employed by the Supreme Court, as a unifying force in U S society, has been the commerce clause of the Constitution, applied to nullify state laws of taxation or regulation that discriminate against or unduly burden interstate commerce

E

1 Lawyers not only represent their clients in a trial but also act as negotiators, counselors, draftsmen, judges and lobbyists

2 The mediator has no power to impose a decision

3 The federal court system has grown in size and stature since its first term

4 Presidents in the USA usually make decisions about the appointments of the judges according to their professed political philosophy

5. It's common for court rulings to be challenged and reversed by later courts.

7. Translate the following Ukrainian sentences into English:

A

1. До системи українських судів загальної юрисдикції входять місцеві суди, які виконують функцію першої інстанції, міські та обласні суди, де слухаються справи в апеляційному провадженні, та Верховний Суд України, що становить єдиний орган судової гілки влади з касаційними повноваженнями.

2. В усіх випадках позивач – сторона, яка розпочинає цивільну справу (кримінальну справу, переслідування), мусить доводити зміст своїх вимог.

3. Суд має право прийняти як такі, що відповідають дійсності, без потреби доведення їх правильності, певні факти, що є загальновідомими чи встановлені судом у інших справах.

4. На початку судового засідання представники сторін виголошують вступні заяви, після чого можуть почати викликати своїх свідків для представлення доказів.

5. Для обґрунтування свого апеляційного подання сторона має навести помилки в справі, які були допущені в ході розгляду справи в першій інстанції.

6. В сучасному світі юристи виступають не лише в ролі адвокатів; вони також можуть бути посередниками, радниками, представниками та укладачами документів.

B

1. *Суд – це державний орган, який належить до судової гілки* влади і головною функцією якого є застосування норм права з метою вирішення спорів, які до нього надходять від сторін.

2. За своїм юридичним змістом докази є дуже широким поняттям, яке охоплює все, що може бути представлене в суді з дотриманням відповідних процесуальних правил, з метою переконати суддю чи присяжних у тому чи іншому факті.

3. Як зазначено в різних джерелах, свідчення є особливим видом доказів, яке може даватися в судовому засіданні свідками, які склали присягу.

4. Адвокатами зазвичай стають ті, хто має певну кваліфікацію з права, отримав відповідний дозвіл на здійснення практичної діяльності й готовий допомагати своїм клієнтам шляхом надання їм юридичних консультацій та представлення їх інтересів у суді.

5. Судовий перегляд ґрунтується на тій засаді, що конституція – яка визначає порядок створення та діяльності уряду та інших державних органів, а також покладає на них певні обмеження – є документом найвищої юридичної сили. Відповідно, будь-які дії урядових органів, які порушують конституційні принципи, є недійсними.

C

1. Кожен правник має керуватися у своїй діяльності не лише правовими, а й моральними нормами.

2. Можливість апеляційного оскарження обмежена часовими рамками відповідно до закону.

3. Жоден доказ не має для суду наперед встановленої сили.

4. Через діяльність суду присяжних реалізується гарантована Конституцією участь народу у здійсненні правосуддя.

5. Кожному гарантується право на захист.

D

1. Для представництва інтересів громадян у судах України діють об'єднання адвокатів.

2. Україна перебуває нині на перехідному етапі від розгляду справ суддею до розгляду судом присяжних.

3. Терміни "юрист" і "адвокат" не є синонімами за українським законодавством, оскільки перший термін має ширше значення.

4. Діяльність адвоката регулюється як нормативними актами, так і кодексом професійної етики, що не є нормативним.

5. Одним з основних недоліків судової системи України є практична відсутність альтернативних законних засобів вирішення спору.

E

1. Державна влада в Україні поділяється на законодавчу, виконавчу і судову. Органи судової влади здійснюють свої повноваження на підставах, передбачених Конституцією та законами України. Судова влада реалізується через здійснення правосуддя у формі цивільного, господарського, адміністративного, кримінального і конституційного судочинства.

2. Професійними правами адвоката в Україні є: захищати, представляти права та інтереси фізичних і юридичних осіб, збирати інформацію про факти, які можуть бути використані як докази в цивільних, господарських, адміністративних та кримінальних справах, запитувати й отримувати документи або їхні копії від організацій та установ і громадян, здійснювати інші дії відповідно до Закону "Про адвокатуру".

3. Якщо відповідач у цивільній справі має свої вимоги проти позивача, він включить зворотну скаргу до своєї відповіді останньому.

4. В усіх судових системах є дві головні судові функції: вирішення справи по суті та перегляд її за апеляцією.

5. Відповідно до Конституції України перше призначення на посаду професійного судді строком на п'ять років здійснюється Президентом України. Всі інші судді, крім суддів Конституційного суду, обираються Верховною Радою безстроково.

8. Insert the correct words into the legal document text, given below:

SALE AGREEMENT SUBJECT TO DEBT

THIS AGREEMENT is made the 21st day of December 2001

BETWEEN:

(1) XXX Ltd. (the Buyer); and

(2) YYY Ltd. (the Seller).

NOW IT IS HEREBY AGREED as follows:

1. In _____ for the sum of USD 100 000, _____ of which the Seller hereby _____ , the Seller hereby _____ and sells the following property to the Buyer (the Property):

The Cup of Coffee Jacobs #1121/21 registered under #1

2. The Seller _____ that he/she owns the Property and that he/she has the authority to sell the Property to the Buyer. The Seller also _____ that the Property is sold subject to the following debt:

according to the Contract #124783/ad

3. The Buyer buys the Property subject to the above debt and _____ to pay the debt. The Buyer also _____ to indemnify and hold the Seller harmless from any claim arising from any failure by the Buyer to pay off this debt.

4. The Seller also warrants that the Property is in good working _____ as of this date.

1) consideration; 2) receipt; 3) transfers; 4) acknowledges warrants states agrees condition

9. Translate the following Ukrainian legal document text fragment into English:

A

УГОДА ПРО ОРЕНДУ ЗЕМЛІ ПІД ЗАБУДОВУ

Угоду укладено _____ [*дата*] МІЖ А. Б. і т. ін. ("Землевласник", цей вислів там, де допускає контекст, включатиме осіб, які переймають його правовий титул), та Ц. Д. і т. ін. ("Орендар", цей вислів там, де допускає контекст, включатиме осіб, які переймають його правовий титул).

У результаті якої сторони домовились про таке:

1. Землевласник надає Орендареві право вступати на дві окремі ділянки землі, розташовані і т. ін., площею відповідно _____ та _____ квадратних ярдів або приблизно в цьому році та які позначені на плані, доданому до цієї угоди, і які зафарбовані на ньому _____ та _____ кольорами відповідно, а також користуватися для доступу до цієї власності дорогою та доріжкою, зафарбованими _____ на вищевказаному плані, а з метою осушення – пов'язаною з цим водовідвідною канавою чи стічною трубою, розташування яких позначено на вищевказаному плані _____ лінією, як тільки вона буде прокладена чи збудована.

2.0. Орендар бере на себе перед Землевласником такі зобов'язання:

2.1. Орендар негайно розпочинає будівництво на кожній з вищевказаних двох ділянок не менше ніж _____ житлових будинків.

2.2. Кожен з вищезгаданих житлових будинків буде збудований, виходячи з початкової чистої вартості матеріалів та праці в сумі не менше _____ фунтів стерлінгів, надійно та якісно з матеріалів найкращої якості відповідно до планів, вертикальної проекції та специфікації, схвалених у письмовому вигляді перед початком робіт Землевласником чи його архітектором на поточний момент ("Архітектор Землевласника").

10. Translate the following English legal document text fragment into Ukrainian:

PRODUCT DEFECT NOTICE

Date 9 March 2003

To XXX Ltd.

Dear Sirs,

Recently I purchased a product manufactured, distributed or sold by you and described as.

Mercedes S500

This is to inform you that the product is defective; details as follows:

1. Date of purchase	8 March 2003
2. Nature of defect	doors do not open
3. Injuries or damage	USD 32 000

This information is provided to give you the earliest possible notice of the claim. Please inform me as to what course of action you intend to take to repair or replace the product.

Yours sincerely

Unit III

CRIMINAL LAW

1. Read carefully the following text: *(an excerpt from US CODE TITLE 18 – CRIMES AND CRIMINAL PROCEDURE)*

PART 1. CRIMES

<. .>

Sec. 2.– Principals

(a)

Whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.

(b)

Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.

Sec. 3.– Accessory after the fact

Whoever, knowing that an offense against the United States has been committed, receives, relieves, comforts or assists the offender in order

to hinder or prevent his apprehension, trial or punishment, is an accessory after the fact
Except as otherwise expressly provided by any Act of Congress, an accessory after the fact shall be imprisoned not more than one-half the maximum term of imprisonment or (notwithstanding section 3571) fined not more than one-half the maximum fine prescribed for the punishment of the principal, or both, or if the principal is punishable by life imprisonment or death, the accessory shall be imprisoned not more than 15 years

Sec 4 – Misprision of felony

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both < >

Sec 16 – Crime of violence defined

The term "crime of violence" means –
(a) an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or
(b) any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense

Sec 17 – Insanity defense

(a) Affirmative Defense –
It is an affirmative defense to a prosecution under any Federal statute that, at the time of the commission of the acts constituting the offense, the defendant, as a result of a severe mental disease or defect, was unable to appreciate the nature and quality or the wrongfulness of his acts Mental disease or defect does not otherwise constitute a defense
(b) Burden of Proof –
The defendant has the burden of proving the defense of insanity by clear and convincing evidence < >

Sec 19 – Petty offense defined

As used in this title, the term "petty offense" means a Class B misdemeanor, a Class C misdemeanor, or an infraction, for which the maximum fine is no greater than the amount set forth for such an offense in section 3571(b)(6) or (7) in the case of an individual or section 3571(c)(6) or (7) in the case of an organization < >

Sec. 1111.– Murder

(a)

Murder is the unlawful killing of a human being with malice aforethought. Every murder perpetrated by poison, lying in wait, or any other kind of willful, deliberate, malicious, and premeditated killing; or committed in the perpetration of, or attempt to perpetrate, any arson, escape, murder, kidnapping, treason, espionage, sabotage, aggravated sexual abuse or sexual abuse, burglary, or robbery; or perpetrated from a premeditated design unlawfully and maliciously to effect the death of any human being other than him who is killed, is murder in the first degree. Any other murder is murder in the second degree.

(b)

Within the special maritime and territorial jurisdiction of the United States,

Whoever is guilty of murder in the first degree shall be punished by death or by imprisonment for life;

Whoever is guilty of murder in the second degree, shall be imprisoned for any term of years or for life.

Sec. 1112.– Manslaughter

(a)

Manslaughter is the unlawful killing of a human being without malice. It is of two kinds: Voluntary – Upon a sudden quarrel or heat of passion. Involuntary – In the commission of an unlawful act not amounting to a felony, or in the commission in an unlawful manner, or without due caution and circumspection, of a lawful act which might produce death.

(b)

Within the special maritime and territorial jurisdiction of the United States,

Whoever is guilty of voluntary manslaughter, shall be fined under this title or imprisoned not more than ten years, or both;

Whoever is guilty of involuntary manslaughter, shall be fined under this title or imprisoned not more than six years, or both.

Sec. 1113.– Attempt to commit murder or manslaughter

Except as provided in section 113 of this title, whoever, within the special maritime and territorial jurisdiction of the United States, attempts to commit murder or manslaughter, shall, for an attempt to commit murder be imprisoned not more than twenty years or fined under this title, or both, and for an attempt to commit manslaughter

be imprisoned not more than seven years or fined under this title, or both.

Sec. 1114.– Protection of officers and employees of the United States

Whoever kills or attempts to kill any officer or employee of the United States or of any agency in any branch of the United States Government (including any member of the uniformed services) while such officer or employee is engaged in or on account of the performance of official duties, or any person assisting such an officer or employee in the performance of such duties or on account of that assistance, shall be punished –

(1) in the case of murder, as provided under section 1111;
(2) in the case of manslaughter, as provided under section 1112; or
(3) in the case of attempted murder or manslaughter, as provided in section 1113.

Sec. 1117.– Conspiracy to murder

If two or more persons conspire to violate section 1111, 1114, 1116, or 1119 of this title, and one or more of such persons do any overt act to effect the object of the conspiracy, each shall be punished by imprisonment for any term of years or for life <...>

2. Answer the following questions to the text you have just read:

1. What elements of actus reus make a murder that in the first degree?
2. What is a misprision of felony? Does it have an analog under Ukrainian Criminal Code?
3. What is the punishment for accessory after the fact if the principal is punishable by life imprisonment?
4. May a person be considered a principal if he/she unwillingly committed a crime through indirect performance?
5. Does a mental disease constitute a defence?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. Though law is the set of values, institutions, and concepts that organizes the civilization, it is not the factor which makes people's lives be organized.
2. Substantive law deals with human conduct and includes the broad areas known as criminal law and civil law.
3. The common law, or "unwritten law", is the body of law that historically developed from a custom.
4. By the process of judicial review, courts can invalidate statutes which conflict with the Constitution, thereby playing a large role in determining important questions of public policy.
5. Today the power of the federal government to regulate economic activity has no clear borders.
6. The principle of stare decisis is not inviolate, because a legal system that becomes inflexible leads to stagnation in law.

B

1. When two or more people combine to carry out an unlawful purpose, they may be found guilty of manslaughter.
2. Lack of mental capacity can operate as a defense to criminal prosecution.
3. White-collar crimes investigated by the FBI fall into four general areas.
4. The crimes of murder, forcible rape, robbery, and aggravated assault increased five percent during 1990.
5. A criminal prosecution begins when there is probable cause to believe that the accused committed the crime.

C

1. A crime is an act that some people have defined as socially harmful.
2. A person cannot be found guilty for unsuccessful attempt to commit a crime.
3. When a corporation is involved, the guilt of individual employees may in some circumstances be imputed to the corporation.
4. The police and undercover agents are permitted to use special techniques only to detect criminal activity, not to instigate it.
5. The accused may be arrested only with a warrant.

D

1. A crime is n act that a court has found to be socially harmful.
2. When two or more people combine with to carry out an unlawful purpose they must be found guilty of conspiracy.
3. In several cases undercover police agents are permitted to instigate criminal activities and then to detect them.
4. A criminal prosecution begins when there is a certain cause to believe that the accused committed the crime.
5. If the accused pleads guilty, the trial procedure goes through fewer stages.

E

1. An attempt to commit a crime is punishable as a criminal offense.
2. When a corporation is involved in the crime the guilt of individual employees may not be imputed to the corporation.
3. The criminal law recognizes certain excuses that may limit or overcome criminal responsibility.
4. The Federal Bureau of Investigation in the USA has six major priorities: foreign counterintelligence, counterterrorism, white-collar crime, organized crime, drugs and violent crime.
5. The FBI is the principal investigative arm of the U. S. Department of Justice, a part of the Judicial Branch.

4. Give written definitions of the following terms as you remember and understand them:

A

- Source of law
- Unwritten law
- To delegate
- Due process

B

- Self-incrimination
- Double jeopardy
- Indictment
- Grand jury

C

- Lack of mental capacity
- Infancy
- Insanity
- Intoxication

D

- Mens rea
- Crime
- The defense of entrapment
- White collar crime

E

- Warrant
- An excuse for the **commission of a crime**
- Felony
- Misdemeanor

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

The process __1__ legislation thus represents __2__ place in the legal system where social integration first occurs. For this reason, it must (3. to be) to expect those who participate in the legislative process, whether directly or indirectly, to drop the role of private subject and assume, along with their role of citizen, __4__ perspective of members of __5__ freely associated legal community, in which an agreement __6__ the normative principles for regulating social life either (7. already; to be) secured through tradition or can be brought about deliberatively in accordance with normatively recognized procedures. We (8. to clarify) already the unique combination of facticity and legitimacy in individual rights that equip legal persons __9__ enforceable entitlements to pursue their own interests strategically. This combination requires __10__ process of lawmaking in which __11__ participating citizens (12. to be; not) allowed to take part simply in the role of actors oriented to success. To the extent that rights __13__ political participation and rights __14__ communication are constitutive for the production of legitimate statutes, they must not be exercised by persons who act merely as private subjects of civil law. Rather, these rights must (15. to be) exercised in the attitude __16__ communicatively engaged citizens. Hence, the concept of modern law, which both intensifies and behaviorally operationalizes the tension between facticity and validity, already (17. to harbor) the democratic idea developed by Rousseau and Kant: the claim of legitimacy __18__ the part of __19__ legal order built on rights can be redeemed only __20__ the socially integrative force of the "concurring and united will of all" free and equal citizens.

Criminal law (1 to include) both substantive law and criminal procedure, which (2 to regulate) the implementation and enforcement __3__ substantive criminal law Criminal law (4 to seek) to protect (5 a/the) public from harm __6__ inflicting punishment __7__ those who (8 already to do) harm and __9__ threatening with punishment those who (10 to tempt) to do harm Conduct that (11 to threaten) to cause, but (12 not yet to cause), (13 a/the) harmful result may be enough to constitute (14 a/the) crime (15 a/the) person who (16 to act) in a way that (17 to consider) harmful to society __18__ general may (19 to prosecute) by the government __20__ a criminal case __21__ some cases, a person's wrongful and harmful act can (22 to invoke) both criminal and civil law responses Various theories have been advanced to justify or explain the goals of criminal punishment, (23 to include) retribution, deterrence, restraint (or incapacitation), rehabilitation, and restoration Sometimes punishment (24 to advance) more than one of these goals At other times, (25 a/the) punishment may promote one goal and conflict __26__ another

C

Use the following words:

1) wrongdoer, 2) deterrent, 3) law-abiding, 4) misdeeds, 5) reform, 6) crime doesn't pay, 7) barbaric, 8) retribution, 9) humane, 10) corporal punishment, 11) rehabilitate, 12) death penalty

What is the purpose of punishment? One purpose is obviously to __1__ the offender, to correct the offender's moral attitudes and anti-social behavior and to __2__ him or her, which means to assist the offender to return to normal life as a useful member of the community Punishment can also be seen as a __3__ because it warns other people of what will happen if they are tempted to break the law and so prevents them from doing so However, a third purpose of punishment lies, perhaps in society's desire for __4__, which basically means revenge In other words, don't we feel that a __5__ should suffer for his __6__? The form of punishment should also be considered On the one hand, some believe that we should "make the punishment fit the crime" Those who steal from others should be deprived of their own property to ensure that criminals are left in no doubt that __7__ For those who attack others __8__ should be used Murderers should be subject to the principle "an eye for an eye and a tooth for a tooth" and automatically receive the __9__ On the other

hand, it is said that such views are unreasonable, cruel and __10__ and that we should show a more __11__ attitude to punishment and try to understand why a person commits a crime and how society has failed to enable him to live a respectable, __12__ life.

D

The jurisdiction of a court (1. to refer to) its capacity (2. to take) valid legal action. Many governments claim jurisdiction __3__ the acts of their own nationals, even when these acts (4. to occur) abroad. Accordingly, most states decline any obligation to surrender their nationals to other countries.

The constitutions of Brazil, Germany, and The Netherlands prohibit extradition of their nationals; and in other states extradition is prohibited by statute, __5__ in Belgium, France, and Switzerland. The Italian constitution permits extradition of nationals only if it (6. to agree upon) in international conventions.

In most countries the law recognizes __7__ a person who acts in ignorance __8__ the facts of his action should not be held criminally responsible. Thus, one who takes and carries away the goods of another person, (9. to believe) them to be his own, does not commit larceny, __10__ he lacks the intent to steal. Ignorance of the law, on the other hand, (11. to hold generally) not to excuse the actor; it is no defense that he was unaware that his conduct was forbidden by criminal law.

This doctrine is supported by the proposition that criminal acts may be recognized as harmful and immoral by any reasonable adult. The matter is not so clear, however, when the conduct is not obviously dangerous or immoral; a substantial body of opinion would permit mistakes of law (12. to assert) in defense of criminal charges in such cases, particularly when the defendant has in good faith made reasonable efforts to discover what the law is. In West Germany the Federal Court of Justice in 1952 adopted the proposition that if a person (13. to engage) in criminal conduct but is unaware of its criminality he cannot be fully charged __14__ a criminal offense.

It is universally agreed that, in appropriate cases, persons suffering from serious mental disorders (15. to relieve) of the consequences of their criminal conduct. A great deal of controversy (16. to arise), however, __17__ to the appropriate legal tests of responsibility.

In general, in AngloAmerican law, one may kill an assailant when the killer reasonably believes that he is in imminent peril __18__ losing his life or __18__ suffering serious bodily injury and that killing the assailant is necessary (19. to avoid) imminent peril. Some jurisdictions (20. to require) that the party under attack must try to retreat when this can be done without increasing the peril.

E

The police role __1__ preventing and detecting crime is very important. A conspiracy is __2__ secret plan __3__ a group of people to do something illegal or harmful. For example, a conspiracy to overthrow the government or a conspiracy to murder. He made a plea of insanity in a court of law __4__ the grounds that a crime (5. to be) due to a mental disorder. A grand jury (6. to have) to decide whether there (7. to be) enough evidence against __8__ accused person for the trial. He was (9. to prosecute) for exceeding the speed limit. She (10. to serve) her sentence and will now be released. She has twice been convicted __11__ fraud. Giving false information __12__ the police is a punishable offence. Those responsible __13__ this crime will be severely punished. The train driver (14. to be) guilty of negligence in causing a crash. A crime is an act that a legislature (15. to define) as socially harmful. To conspire means to combine __16__ other people to carry __17__ an unlawful purpose. He was arrested for (18. to drive) while intoxicated. Everything you say may be used __19__ you. You have the right (20. to remain) silent.

6. Translate the following English sentences into Ukrainian:

A

1. Substantive law deals with human conduct and includes the broad areas known as criminal law and civil law.
2. The common law, or "unwritten law", is the body of law that historically developed from a custom.
3. By the process of judicial review, courts can invalidate statutes which conflict with the Constitution, thereby playing a large role in determining important questions of public policy.
4. Today the power of the federal government to regulate economic activity has no clear borders.
5. The principle of stare decisis is not inviolate, because a legal system that becomes inflexible leads to stagnation in law.

B

1. When two or more people combine to carry out an unlawful purpose, they may be found guilty of conspiracy.
2. Lack of mental capacity can operate as a defense to criminal prosecution.
3. White-collar crimes investigated by the FBI fall into four general areas.
4. The crimes of murder, forcible rape, robbery, and aggravated assault increased five percent during 1990.

5. A criminal prosecution begins when there is probable cause to believe that the accused committed the crime.

C

1. The policemen in Great Britain are to be seen in towns and cities keeping law and order, either walking in the streets ("pounding the beat") or driving in cars ("panda cars").

2. Most countries have a national police force, which is controlled by central government.

3. A case may be dismissed if pertinent facts or law change so that there is no longer real adverseness or an actual case of controversy in this case the issue becomes moot.

4. Infancy, insanity, intoxication may in some cases serve an as an excuse for the commission of a crime.

D

1. In contrast with tort law, a part of civil law that deals with offenses regarded as between private persons, the offenses that involve criminal law, a part of public law, are those construed as being against the state.

2. The law of most countries recognizes that the use of force, while not justifiable, may be excused if the defendant believed that the use of force was necessitated by special circumstances.

3. Criminal law covers investigation, the assemblage of the material elements (*corpus delicti*) of a crime, the function of the police and of the prosecutor, the issuing of warrants, the role of the judge, and the role of the defense counsel.

4. England has consistently rejected all efforts toward comprehensive legislative codification of its criminal law; even now there is no statutory definition of murder in English law.

5. In matters of mitigation and justification, the continental criminal law tends to be more explicit than the Anglo-American law, although modern legislation in countries adhering to the latter has reduced these differences.

E

1. Mens rea is an element of criminal responsibility; a guilty mind or wrongful purpose; a criminal intent.

2. The parties in a criminal case are represented by the prosecutors and lawyers for the defense.

3 Intent is a design or determination with which a person acts

4. He committed six murders in one week

5. The Constitution leaves it to juries to decide the amount of guilt of each criminal brought to trial.

7. Translate the following Ukrainian sentences into English:

A

1 Кримінальне право – це галузь права, яка визначає, що є злочином, встановлює покарання за них та регулює порядок їх розслідування і судового переслідування осіб, які обвинувачуються у вчиненні злочинів

2 У континентальних правових системах судді під час вирішення справ посилаються на закони, які приймаються законодавцями й деякі з яких викладаються у формі кодексів

3 Якщо особу визнано винною у вчиненні злочину, її буде покарано відповідно до кримінального закону у вигляді штрафу, ув'язнення або смертного вироку

4 В останні роки виникла тенденція відходу від базової засади кримінального права, яка вимагає наявності в особи специфічного інтелектуального стану (мети), а також законодавчо визначати такі злочини, за які особи несли б кримінальну відповідальність без наміру заподіяти шкоду

5 Замах на злочин стосується тих діянь, які хоча й були розпочаті з метою вчинення злочину, проте не були доведені до кінця

B

1 Людина, її життя і здоров'я, честь і гідність, недоторканність і безпека визнаються в Україні найвищою соціальною цінністю Ця норма належним чином відображена в новому Кримінальному кодексі України

2. Явка з повинною, щире каяття, активне сприяння розкриттю злочину є обставинами, що пом'якшують покарання

3 Провина особи визначає психологічний зміст злочину і є необхідною умовою кримінальної відповідальності

4 Провина може бути зумисною або з необережності

C

1 Кримінальне право – це галузь права, що визначає, які діяння є злочинами та які покарання застосовуються до осіб, що їх вчинили

2 Якщо особа визнається винною у вчиненні злочину, вона звільняється від відповідальності за намір його вчинити

3 Положення Кримінального кодексу України конкретизовані і роз'яснені в актах Верховного Суду України, що є обов'язковими до врахування всіма судами

4 Кримінальний кодекс України встановлює велику кількість обставин, що виключають чи пом'якшують кримінальну відповідальність,– це є гарантією дотримання прав і свобод людини

5. Ніхто не може бути *підданий кримінальному покаранню* доти, доки його провину не буде встановлено у визначеному законом порядку.

D

1. Учасники кримінального процесу – обвинувачений, підозрюваний, захисник, а також потерпілий, *цивільний позивач, відповідач* та їхні представники.

2. Вирок – це рішення суду першої інстанції про винність чи невинність особи.

3. Підставою кримінальної відповідальності є вчинення особою суспільно небезпечного діяння – злочину.

4. Суб'єктом злочину є фізична осудна особа, яка вчинила злочин у віці, з якого, відповідно до Кримінального Кодексу, може наставати кримінальна відповідальність.

5. Класифікація злочинів може залежати від серйозності діяння, а також від строку, передбаченого за вчинене діяння.

8. Insert the correct grammatical forms into the legal document text, given below:

LETTER ACCEPTING LIABILITY

Date
To Joseph N. Brown

Dear Sir,

We have had an opportunity to investigate your complaint fully. Whilst we do *impose the most* _____ quality control on all our products, unfortunately, on _____ occasions, human error allows a product to be _____ that does not _____ the standards that we had set ourselves. We accept that this is one of those rare occasions.
We are _____, at your choice, either to replace the product free of charge to you or to refund your purchase money in _____. In either case, we would ask you please to return to us the item in question. We will, of course, _____ you the cost of postage.
Please accept our apologies for the trouble caused you.

Yours sincerely,
Sandra W. White
Liability Department Officer.

1) prepared; 2) rigorous; 3) reimburse; 4) dispatched; 5) rare; 6) reach; 7) full

9. Translate the following Ukrainian legal document text fragment into English:

A

3.0. ОРЕНДОДАВЕЦЬ ДОМОВЛЯЄТЬСЯ з Орендарем про таке:

3.1. Здійснювати такий ремонт, який за законом повинен бути здійснений Орендодавцем, за винятком того, що Орендодавець не повинен бути зобов'язаний проводити ремонт до закінчення чотирнадцяти днів після отримання повідомлення в письмовій формі від Орендатора про бажаність ремонту.

[АБО]

3.1:1. УТРИМУВАТИ У СТАНІ СПРАВНОСТІ СПОРУДИ ТА ЗОВНІШНЄ ОБЛАДНАННЯ орендованої Нерухомості, включно з дренажними спорудами, стічними канавами та дренажними трубами, і підтримувати у стані справності та в прийнятному робочому стані обладнання, розташоване в ній, призначене для подачі води, газу, струму та задоволення сантехнічних потреб (включаючи резервуари, раковини, ванни та сантехнічне обладнання, проте не виключаючи, як сказано вище, пристроїв, приладдя та обладнання, призначених для подачі води, газу та струму) і для обігріву повітря чи підігріву води.

3.1:2. Це зобов'язання не повинно бути витлумачене як таке, що вимагає від Орендодавця виконання певних робіт, за які відповідальний Орендар згідно з його обов'язком користуватись Орендованою Нерухомістю на правах оренди, або повинен нести відповідальність, не враховуючи будь-яких обумовлених зобов'язань з його боку, крім того, воно не повинно бути витлумачене як таке, що вимагає від Орендодавця перебудови чи відновлення Орендованої Нерухомості в разі пошкодження чи зруйнування, викликаного пожежею чи бурею, повінню чи іншим непередбачуваним лихом, або підтримувати в стані справності чи зберігати що-небудь, що Орендатор має право вивезти з Орендованої Нерухомості.

B

ГАРАНТІЯ ВИПЛАТИ ВІДСОТКА ПО ЗАСТАВНІЙ

0. Заставоутримувач отримав право на здійснення передбаченого законодавством права на продаж, наданого по Заставній, і погодився не використовувати це право відносно Поручителя, який уклав цю угоду.

1. Якщо будь-який відсоток, що підлягає виплаті по Заставній, затримується і не сплачується протягом двадцяти одного дня після

того, як він підлягає сплаті, Поручник, на вимогу Заставоутримувача, виплачує його Заставоутримувачу.

2. У відносинах між Заставником та власністю, включеною до Заставної, з одного боку і Поручником – з іншого боку, Заставник та вказана власність у першу чергу підлягатимуть виплаті основної суми та відсотка.

3. [*Декларація статусу Поручника*].

(Підписи обох сторін)

10. Translate the following English legal document text fragment into Ukrainian:

AGREEMENT FOR SUPPLY OF GOODS
BY ONE MANUFACTURER TO ANOTHER

THIS AGREEMENT is made on _____ BETWEEN A. B. Co. Ltd. company 12345678 whose registered office is at _____ (the Seller) and C. D. Co. Ltd. company 12345687 whose registered office is at _____ (the Buyer).

SALE OF PRODUCTS, QUANTITIES, PRICES
AND PAYMENT

2.1. The Seller shall during each calendar month within the term of this agreement make available for purchase by the Buyer [*description of products*] as manufactured by the Seller prior to the Commencement Date ("the Products") at the prices prevailing at the Commencement Date at an average rate equivalent to a maximum quantity of [ ] Products per annum.

2.2. The prices for the Products shall include packing insurance and carriage to the Buyer's premises from time to time designated in writing by the Buyer to the Seller but shall exclude V.A.T. and other taxes or duties.

2.3. The Seller shall have the right with effect from each anniversary of the Commencement Date to adjust the prices of any Products for any increases in the price of materials, labour, transport or any other costs during the term of this agreement by not more than the percentage movement of the U. K. Retail Price Index during the 12 months preceding each anniversary.

2.4. If more than the maximum quantity of any Products is required the Buyer shall afford to the Seller an opportunity to quote for the supply of them.

2.5. Unless otherwise mutually agreed payment will be made at the end of the month following the month during which the Products are received at the Buyer's premises.

FORECASTS, ORDER QUANTITY AND ACCEPTANCE

3 1 The Buyer shall endeavour to give the Seller at least 30 days written notice of its estimated requirements of the Products during each calendar month and shall endeavour to submit firm orders for the Products at least 7 days before the start of that month

3 2 The Seller warrants that the quality and specification of the Products shall not be inferior to the quality and specification achieved prior to the Commencement Date or as otherwise reasonably specified in writing by the Buyer to the Seller during the term of this agreement

3 3 The Buyer shall have the right within a reasonable time of their delivery to reject any defective Products and shall afford the Seller a reasonable opportunity to replace them without prejudice to any other rights of the Buyer

Unit IV

TORTS

1. Read carefully the following text:
(an excerpt from US CODE TITLE 28 – JUDICIARY AND JUDICIAL PROCEDURE)

PART VI PARTICULAR PROCEEDINGS

Sec 2671 – Definitions

As used in this chapter and sections 1346(b) and 2401(b) of this title, the term "Federal agency" includes the executive departments, the judicial and legislative branches, the military departments, independent establishments of the United States, and corporations primarily acting as instrumentalities or agencies of the United States, but does not include any contractor with the United States

"Employee of the government" includes

(1) officers or employees of any federal agency, members of the military or naval forces of the United States, members of the National Guard while engaged in training or duty under section 115, 316, 502, 503, 504, or 505 of title 32, and persons acting on behalf of a federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation, and

(2) any officer or employee of a Federal public defender organization, except when such officer or employee performs professional services in the course of providing representation under section 3006A of title 18.

"Acting within the scope of his office or employment", in the case of a member of the military or naval forces of the United States or a member of the National Guard as defined in section 101(3) of title 32, means acting in line of duty.

Sec. 2672.– Administrative adjustment of claims

The head of each Federal agency or his designee, in accordance with regulations prescribed by the Attorney General, may consider, ascertain, adjust, determine, compromise, and settle any claim for money damages against the United States for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the agency while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred: Provided, That any award, compromise, or settlement in excess of $25,000 shall be effected only with the prior written approval of the Attorney General or his designee. Notwithstanding the proviso contained in the preceding sentence, any award, compromise, or settlement may be effected without the prior written approval of the Attorney General or his or her designee, to the extent that the Attorney General delegates to the head of the agency the authority to make such award, compromise, or settlement. Such delegations may not exceed the authority delegated by the Attorney General to the United States attorneys to settle claims for money damages against the United States. Each Federal agency may use arbitration, or other alternative means of dispute resolution under the provisions of subchapter IV of chapter 5 of title 5, to settle any tort claim against the United States, to the extent of the agency's authority to award, compromise, or settle such claim without the prior written approval of the Attorney General or his or her designee.

Subject to the provisions of this title relating to civil actions on tort claims against the United States, any such award, compromise, settlement, or determination shall be final and conclusive on all offices of the Government, except when procured by means of fraud. Any award, compromise, or settlement in an amount of $2,500 or less made pursuant to this section shall be paid by the head of the Federal agency concerned out of appropriations available to that agency. Payment of any award, compromise, or settlement in an amount in excess of $2,500 made pursuant to this section or made by the Attorney General in any amount pursuant to section 2677 of this title

shall be paid in a manner similar to judgments and compromises in like causes and appropriations or funds available for the payment of such judgments and compromises are hereby made available for the payment of awards, compromises, or settlements under this chapter.

The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the United States and against the employee of the government whose act or omission gave rise to the claim, by reason of the same subject matter.

Sec. 2674.– Liability of United States

The United States shall be liable, respecting the provisions of this title relating to tort claims, in the same manner and to the same extent as a private individual under like circumstances, but shall not be liable for interest prior to judgment or for punitive damages.

If, however, in any case wherein death was caused, the law of the place where the act or omission complained of occurred provides, or has been construed to provide, for damages only punitive in nature, the United States shall be liable for actual or compensatory damages, measured by the pecuniary injuries resulting from such death to the persons respectively, for whose benefit the action was brought, in lieu thereof.

With respect to any claim under this chapter, the United States shall be entitled to assert any defense based upon judicial or legislative immunity which otherwise would have been available to the employee of the United States whose act or omission gave rise to the claim, as well as any other defenses to which the United States is entitled.

With respect to any claim to which this section applies, the Tennessee Valley Authority shall be entitled to assert any defense which otherwise would have been available to the employee based upon judicial or legislative immunity, which otherwise would have been available to the employee of the Tennessee Valley Authority whose act or omission gave rise to the claim as well as any other defenses to which the Tennessee Valley Authority is entitled under this chapter.

Sec. 2679.– Exclusiveness of remedy

(a) The authority of any federal agency to sue and be sued in its own name shall not be construed to authorize suits against such federal agency on claims which are cognizable under section 1346(b) of this title, and the remedies provided by this title in such cases shall be exclusive.

(b) (1) The remedy against the United States provided by sections 1346(b) and 2672 of this title for injury or loss of property, or personal injury or death arising or resulting from the negligent or

wrongful act or omission of any employee of the Government while acting within the scope of his office or employment is exclusive of any other civil action or proceeding for money damages by reason of the same subject matter against the employee whose act or omission gave rise to the claim or against the estate of such employee. Any other civil action or proceeding for money damages arising out of or relating to the same subject matter against the employee or the employee's estate is precluded without regard to when the act or omission occurred.
(2) Paragraph (1) does not extend or apply to a civil action against an employee of the Government –
(A) which is brought for a violation of the Constitution of the United States, or
(B) which is brought for a violation of a statute of the United States under which such action against an individual is otherwise authorized.
(c) The Attorney General shall defend any civil action or proceeding brought in any court against any employee of the Government or his estate for any such damage or injury. The employee against whom such civil action or proceeding is brought shall deliver within such time after date of service or knowledge of service as determined by the Attorney General, all process served upon him or an attested true copy thereof to his immediate superior or to whomever was designated by the head of his department to receive such papers and such person shall promptly furnish copies of the pleadings and process therein to the United States attorney for the district embracing the place wherein the proceeding is brought, to the Attorney General, and to the head of his employing Federal agency.
(d) (1) Upon certification by the Attorney General that the defendant employee was acting within the scope of his office or employment at the time of the incident out of which the claim arose, any civil action or proceeding commenced upon such claim in a United States district court shall be deemed an action against the United States under the provisions of this title and all references thereto, and the United States shall be substituted as the party defendant.
(2) Upon certification by the Attorney General that the defendant employee was acting within the scope of his office or employment at the time of the incident out of which the claim arose, any civil action or proceeding commenced upon such claim in a State court shall be removed without bond at any time before trial by the Attorney General to the district court of the United States for the district and division embracing the place in which the action or proceeding is pending. Such action or proceeding shall be deemed to be an action or proceeding brought against the United States under the provisions of this title and all references thereto, and the United States shall be substituted as the party defendant. This certification of the Attorney

General shall conclusively establish scope of office or employment for purposes of removal

(3) In the event that the Attorney General has refused to certify scope of office or employment under this section, the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment Upon such certification by the court, such action or proceeding shall be deemed to be an action or proceeding brought against the United States under the provisions of this title and all references thereto, and the United States shall be substituted as the party defendant A copy of the petition shall be served upon the United States in accordance with the provisions of Rule 4(d)(4) of the Federal Rules of Civil Procedure In the event the petition is filed in a civil action or proceeding pending in a State court, the action or proceeding may be removed without bond by the Attorney General to the district court of the United States for the district and division embracing the place in which it is pending If, in considering the petition, the district court determines that the employee was not acting within the scope of his office or employment, the action or proceeding shall be remanded to the State court

(4) Upon certification, any action or proceeding subject to paragraph (1), (2), or (3) shall proceed in the same manner as any action against the United States filed pursuant to section 1346(b) of this title and shall be subject to the limitations and exceptions applicable to those actions

(5) Whenever an action or proceeding in which the United States is substituted as the party defendant under this subsection is dismissed for failure first to present a claim pursuant to section 2675(a) of this title, such a claim shall be deemed to be timely presented under section 2401(b) of this title if –

(A) the claim would have been timely had it been filed on the date the underlying civil action was commenced, and

(B) the claim is presented to the appropriate Federal agency within 60 days after dismissal of the civil action

(e) The Attorney General may compromise or settle any claim asserted in such civil action or proceeding in the manner provided in section 2677, and with the same effect

2. Answer the following questions to the text you have just read:

1 Is the US liable for punitive damages exceeding $25,000?

2 Who is allowed under sec 2672 to settle tort claims in amount of $30,000?

3 What is "to certify scope of office or employment"?

4. May the parties in a tort suit against the US Federal agency agree to a partial final award?

5. Does a term "Employee of the government" include members of US military forces in Iraq?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. A lawsuit resulting from the tort is usually seeking for money damages and less frequently – for an injunction as an instrument of compensating the victim for the harm done.

2. Tort liability is the one which can be based on strict liability that is when the defendant had observed all the possible precautions but still is being held liable under no conditions.

3. The assumption of risk, contributory negligence, and consent operate to excuse a defendant from liability for the commission of a tort.

4. During last ten years there was an extreme increase in tort litigations that touch upon medical malpractice and product liability sues.

5. Negligence law has changed with the advent of the doctrine of comparative negligence and replaces it with the concept of apportioning damages according to defendant's earnings.

B

1. Abandonment of the privity requirement has never occurred in the product liability area.

2. The dramatic increase in tort litigation in the last ten years – especially medical malpractice and product liability suits – has led many state legislatures to enact tort reform laws.

3. With respect to excuses for the commission of a tort, assumption of risk, contributory negligence and consent have operated to excuse a defendant from liability.

4. A tort is far from being a civil wrong.

5. A series of Supreme Court Decisions dealing with First Amendment privileges of defamation have changed the law as it relates to public officials and public figures.

6. In addition to the fault dimension, tort liability may be viewed in terms of the type of injury caused or in terms of justifications, which might excuse the commission of an apparent wrong.

4. Відповідальність за невиконання умов договору може встановлюватися законом або бути прямо передбаченою у договорі.

5. Юридична рівність сторін – визначальний, базовий, засадничий принцип цивільного права.

D

1. Українське право не передбачає такого інституту цивільної відповідальності, як punitive damages, оскільки розмір відшкодування завжди має дорівнювати розміру шкоди.

2. Проблемою цивільного процесу є доведення розміру шкоди, особливо такого її компоненту, як упущена вигода.

3. Відповідальність *без провини* є *універсальним положенням* доктрини багатьох правових систем.

4. Обставинами форс-мажору є надзвичайні та невідворотні за певних умов події, що призвели до настання чи збільшення шкоди.

5. Основною проблемою позовів на підставі дифамації є обґрунтування розміру моральної шкоди.

E

1. У деліктному праві цивільне правопорушення вирішується за допомогою позову до суду щодо грошової компенсації.

2. У деліктному праві цивільна відповідальність класифікується за типами шкоди та шляхами її відшкодування.

3. Відповідальність без провини є основним положенням у цивільному праві України.

4. Наклеп – це публікація інформації шкідливої для доброго імені чи репутації певної юридичної або фізичної особи.

5. Результатом делікту може бути моральна, майнова, фізична шкода та шкода репутації.

8. Insert the correct words into the legal document text, given below:

CONCESSION NOTE

XXX Ltd

To YYY Ltd Concession Note No. 123

Customer Order No. 321

Please indicate whether or not you accept the concession of material / product _____ described below by completing this form and returning it to us as soon as possible. We will only _____ goods on receipt of your _____.

priate process to postpone the effective date of an agency action or to preserve status or rights pending conclusion of the review proceedings.

Sec. 706.– Scope of review

To the extent necessary to decision and when presented, the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of an agency action. The reviewing court shall –
(1) compel agency action unlawfully withheld or unreasonably delayed; and
(2) hold unlawful and set aside agency action, findings, and conclusions found to be –
(A) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law;
(B) contrary to constitutional right, power, privilege, or immunity;
(C) in excess of statutory jurisdiction, authority, or limitations, or short of statutory right;
(D) without observance of procedure required by law;
(E) unsupported by substantial evidence in a case subject to sections 556 and 557 of this title or otherwise reviewed on the record of an agency hearing provided by statute; or
(F) unwarranted by the facts to the extent that the facts are subject to trial de novo by the reviewing court.
In making the foregoing determinations, the court shall review the whole record or those parts of it cited by a party, and due account shall be taken of the rule of prejudicial error.

2. Answer the following questions to the text you have just read:

1. May an action in a court be brought against the United States?
2. Who has the right to postpone the effective date of administrative action subject to review?
3. Is an intermediate agency action subject to review?
4. May a court hold an agency action unlawful but not set it aside?
5. Who may be a defendant in review cases?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. Administrative agencies have been referred to as the fourth branch of government, because they are policy-making bodies which incorporate features of the legislative, executive, and judicial branches.
2. Specialized bodies of administrative character can possess expertise to apply judgments to the questions that are out of jurisdiction of Supreme court.
3. Administrative agencies are non-professional bodies, that's why their provisions are subject to review.
4. If agency exceeds its capacity delegated by the courts it is said to have acted ultra vires and the action will be set aside.
5. Nowadays government agencies are no more protected by the doctrine of sovereign immunity, which has eroded significantly.

B

1. Rule-making procedures generally require notice that interested parties may participate.
2. The doctrine of sovereign immunity, which historically never shielded government agencies from liability, has been advanced for numeral federal and state activities.
3. Administrative agencies act like legislatures when they properly promulgate rules, which must be followed.
4. Recently the federal government has demonstrated its environmental negligence by passing no laws designed to alleviate many environmental problems.
5. If agency exceeds the authority delegated to it by the legislature it is said to have acted ultra vires and the action will be set aside.

C

1. The number of administrative agencies and decisions continues to increase.
2. Administrative agencies are the fourth branch of government.
3. The society becomes more and more complex. Therefore we need more and more administrative agencies.
4. Administrative rules have the power of laws.
5. Most agencies are elected bodies.

D

1. Administrative agency rules have the force and effect less than that of law.
2. Agencies may take on the functions of courts by adjudicating any matters in administrative law.
3. Courts can sunset agencies if the latter do not terminate their activities after a set term.
4. Legislatures cannot act ultra vires.
5. Administrative agencies on any level are governed by APA.

E

1. Administrative agencies have been regarded as the fourth branch of government because their authority includes some functions of legislative, executive and judicial branches of government.
2. The executive may control administrative agencies through appointments of all their personnel.
3. Ultra vires is an agency action beyond the scope of its authority.
4. The doctrine of sovereign immunity has been eliminated for numerous federal and state activities in recent years.
5. The UN Earth Summit concerning many multifaceted environmental issues was in Brazil 10 years ago.

4. Give written definitions of the following terms as you remember and understand them:

A

- Lawsuit
- Findings of fact
- To promulgate
- Statute

B

- Adjudication
- Expertise
- Ultra vires
- Enactment

C

- Delegation of power
- APA
- Budget process
- Sovereign immunity doctrine

D

- Administrative agency
- To sunset
- Ex parte
- The delegation of power doctrine

E

- Administrative law
- Promulgation of laws
- Judicial review
- Liability

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

Discussion thus far, so far as it (1. to concern) the individuals responsible for government actions, (2. to center) on the roughly 700 persons, from __3__ civilian work force of 2,9 million, whom the President appoints __4__ the advice and consent of the Senate, and the __5__ number he is able to appoint personally. The miniscule __6__ of this group makes plain that the expert staff of all administrative agencies, to __7__ level that may reach __8__ high bureau head, is professional rather than political in __9__. Its tenure and conditions of employment are governed by __10__ civil service laws, which in turn __11__ administered by a somewhat complex arrangement of bureaucratic agencies. __12__ Office of Personnel Management, an independent __13__ within the executive branch like the EPA, is responsible for policy and enforcement aspects of personnel __14__: it establishes compensation levels, authorizes agencies to use the high-grade positions when necessary to attract and hold strong talent, administers the competitive examinations __15__ entry into __16__ civil service and other government-wide controls such as conflict __17__ interest regulation. The Merit Systems Protection Board, an independent regulatory commission of three members, sits __18__ judgment on proceedings brought __19__ discipline individual members of the civil service and other adjudicatory matters under the civil service laws.

Employees subject to the civil service laws obtain their jobs __20__ a competitive process. Once they have successfully completed a probationary period, they become permanent employees removable only for cause or because of general reductions in force; even reassignment __21__ another position can be a matter which the employee

This product/material non conformity is investigated as part of our
_____ management system
_____ of Concession Required see App 1,
_____ for Concession see App 2
Customer Service Officer A M Johnson

The above concession is approved by Head of Customer service dept Order #12221 of January 1, 2002

Name John Smith **Position** Head of Customer service dept

1) reason, 2) non-conformity, 3) approval, 4) details, 5) dispatch, 6) quality

9. Translate the following Ukrainian legal document text fragment into English:

А

УГОДА ПРО ЗАСНУВАННЯ АКЦІОНЕРНОЇ КОМПАНІЇ З ОБМЕЖЕНОЮ ВІДПОВІДАЛЬНІСТЮ, НАЙКОРОТША ФОРМА

Акціонерна компанія з обмеженою відповідальністю

Угода про заснування Акціонерного товариства 'Б & Д (Лплхемпіон) лімітед"

1 Назва Компанії – 'Б & Д (Лплхемпіон) лімітед

2 Зареєстрована контора Компанії знаходиться в Ангілі

3 0 Цілями, задля яких засновується Компанія, є

3 1 [придбання і ведення справи імпортера та дилера вин, спиртних та безалкогольних напоїв, яким у даний момент займається п А Б у (адреса), та, у зв язку з цим, укладення і виконання зі змінами чи без змін угоди з вищевказаним п А Б у формі проекту, який з метою встановлення дисноси парафується літерами І Ф і і ш , ініціалами солиситора],

3 1 [*або* 3 2] ведення торговельно-господарської діяльности як імпортера та дилера вин, спиртних напоїв та фруктових соків, а також як торгівця взагалі,

3 2 [*або* 3 3] ведення будь якої іншої торговельно господарської діяльности, якою на думку Правління Компанії можна зручно та вигідно займатись у зв язку з основною діяльністю або яка, відповідно до розрахунків, прямо чи непрямо підвищить вартість або прибутковість яких небудь активів компанії

B

ЛИСТ ПРО ПРИЗНАЧЕННЯ АГЕНТА ЗІ ЗБУТУ

Шановні панове!

Re: Угода щодо діяльності як агента зі збуту:

Цим підтверджується Ваше призначення для представництва _____ ("Компанія") як її агента зі збуту Товарів Покупцям на Території на умовах даної угоди.

В цілях даної Угоди

1. Ви будете зв'язані умовами призначення, визначеними в додатку 1, і матимете право отримувати від них прибуток.

2.0. В Угоді:

2.1. "Товари" – означає продукцію, яку час від часу виробляє Компанія (додаток з докладною інформацією про продукцію).

2.2. "Покупці" – означає всіх покупців чи потенційних покупців Товарів, перелічених у спеціальному додатку та будь-яких інших, які Компанія час від часу визначає для Вас у письмовій формі та потреби яких обслуговуються виключно комерційними директорами чи іншими службовцями Компанії.

2.3. "Територія" – означає область, визначену в спеціальному додатку.

3. Комісійна винагорода виплачується на підставі фактурних нетто-продажів, як визначають умови даного призначення, за ставками, обрахованими згідно з домовленістю в спеціальному додатку.

Угода набуває чинності _____ (дата), якщо її дія не буде заздалегідь припинена відповідно до її умов, що зберігають силу доти, доки їхня дія не буде припинена будь-якою зі сторін у будь-який час по закінченні одного року від цієї дати після надання письмового повідомлення не менш ніж за три місяці.

З повагою,

_____ (підпис) _____ (дата)

10. Translate the following English legal document text fragment into Ukrainian:

DEFECTIVE GOODS NOTICE

Date _____

To _____

Dear _____,

This is to inform you that we have received goods delivered by you as per your invoice or order no. _____, dated _____.

Certain goods as listed on the attached sheet are defective or do not comply with our order for the following reasons:

_____

_____

_____

_____

Accordingly, we wish to return these goods in exchange for a credit note in the amount of USD _____. We also intend to return the goods to you at your cost unless you collect them.
Please confirm the credit and also issue instructions for the return of the goods.
You are advised by this notice that we reserve our legal rights.
We look forward to your prompt reply.

Yours sincerely

_____

Unit V

ADMINISTRATIVE LAW

1. Read carefully the following text:
(an excerpt from US CODE TITLE 5 – GOVERNMENT ORGANIZATION AND EMPLOYEES)

PART I. THE AGENCIES GENERALLY

CHAPTER 7. JUDICIAL REVIEW

Sec. 702.– Right of review

A person suffering legal wrong because of agency action, or adversely affected or aggrieved by agency action within the meaning of a relevant statute, is entitled to judicial review thereof. An action in a court of the United States seeking relief other than money damages and stating a claim that an agency or an officer or employee thereof acted or failed to act in an official capacity or under color of legal authority shall not be dismissed nor relief therein be denied on the ground that it is against the United States or that the United States is an indispensable party. The United States may be named as a defendant in any such action, and a judgment or decree may be entered

against the United States: Provided, That any mandatory or injunctive decree shall specify the Federal officer or officers (by name or by title), and their successors in office, personally responsible for compliance. Nothing herein

(1) affects other limitations on judicial review or the power or duty of the court to dismiss any action or deny relief on any other appropriate legal or equitable ground; or

(2) confers authority to grant relief if any other statute that grants consent to suit expressly or impliedly forbids the relief which is sought.

Sec. 703.– Form and venue of proceeding

The form of proceeding for judicial review is the special statutory review proceeding relevant to the subject matter in a court specified by statute or, in the absence or inadequacy thereof, any applicable form of legal action, including actions for declaratory judgments or writs of prohibitory or mandatory injunction or habeas corpus, in a court of competent jurisdiction. If no special statutory review proceeding is applicable, the action for judicial review may be brought against the United States, the agency by its official title, or the appropriate officer. Except to the extent that prior, adequate, and exclusive opportunity for judicial review is provided by law, agency action is subject to judicial review in civil or criminal proceedings for judicial enforcement.

Sec. 704.– Actions reviewable

Agency action made reviewable by statute and final agency action for which there is no other adequate remedy in a court are subject to judicial review. A preliminary, procedural, or intermediate agency action or ruling not directly reviewable is subject to review on the review of the final agency action. Except as otherwise expressly required by statute, agency action otherwise final is final for the purposes of this section whether or not there has been presented or determined an application for a declaratory order, for any form of reconsideration, or, unless the agency otherwise requires by rule and provides that the action meanwhile is inoperative, for an appeal to superior agency authority.

Sec. 705.– Relief pending review

When an agency finds that justice so requires, it may postpone the effective date of action taken by it, pending judicial review. On such conditions as may be required and to the extent necessary to prevent irreparable injury, the reviewing court, including the court to which a case may be taken on appeal from or on application for certiorari or other writ to a reviewing court, may issue all necessary and appro-

(if dissatisfied __22__ the reassignment) can require to be made the subject of formal procedures.

B

The Federal Register Act (1935) (1. to provide) that all federal regulations must be published __2__ the Federal Register; a regulation that (3. not to publish) in this manner is not binding __4__ persons who are unaware of its existence.

The law is basically concerned __5__ whether proper standards (6. to apply) by administrative agencies in (7. to exercise) their powers and in making and enforcing regulations.

In determining that (8. a/the) regulation (9. to violate), substantial proof is required, but the agency is not bound __10__ the laws of evidence that apply in court trials.

Periodically, all federal regulations still __11__ force must be codified and published __12__ a compilation (13. to call) the Code of Federal Regulations.

In the U.S. it was (14. a/the) New Deal of the 1930s, with its accompanying proliferation of government agencies, that (15. to lead) the courts to apply a distinctive body of law to the operation __16__ these agencies.

By the 19th century, courts __17__ the European continent (18. to recognize) a separate administrative law, which was often known __19__ the French term "droit administratif".

C

The queen meets thousands __1__ people every year. She has to shake hands __2__ each of them and she has to find something interesting __3__(to say). If you (4. to meet) queen you should (5. to call) her "Your Majesty", then "Ma'am". The other Princes and Princesses (6. to be) "Your Highness", than "Sir" or "Madam". When she (7. to want) to end a conversation, she takes a half step backwards, (8. to smile) broadly, then moves __9__.

Here are some favorite royal conversation starters.

1. "How long (10) _____ (you/to wait)?" (The queen).
2. "What exactly (11) _____ (you/to do)?" (Prince Charles).
3. "How long (12) _____ (you/work/here)?" (Princess Anne).
4. "What (13) _____ (to be) your job?" (Prince Philip).
5. "Where have you come (14) _____?" (The Queen).
6. "Have you done this sort (15) _____ thing before?" (Princess Anne).

D

An inevitable consequence of the expansion of governmental functions (1. to be) the rise of bureaucracy. The number of officials of

all kinds (2. to increase greatly), and __3__ too have the material resources allocated to their activities, while their powers (4. to enlarge) in scope and depth. The rise of bureaucracy (5. to occur) in countries ruled by all types of government, including the Communist countries, the dictatorships and Fascist regimes, and the political democracies. A large, strong, and well-trained civil service is essential in a modern state, irrespective __6__ the political character of its regime or the nature of its economy.

Judicial review of administration is, in (7. a/the) sense, the heart of administrative law. It is certainly the most appropriate method of inquiring __8__ the legal competence of a public authority. An administrative act or decision can be invalidated __9__ any of the legal grounds if the reviewing court or tribunal (10. to have) a sufficiently wide jurisdiction. There is also the question of responsibility __11__ damage caused by the public authority in the performance of its functions.

Judicial review of administration varies internationally. Sweden and France, for instance, have gone (12. -far-) subjecting the exercise of all discretionary powers, other than those relating to foreign affairs and defense, to judicial review and potential limitation. Elsewhere, a preoccupation __13__ procedure results in judicial review deciding only __14__ the correct procedure (15. to be) observed rather than examining the substance of the decision.

Judicial review cannot compel the state to act in a particular way because the courts concerned cannot impose sanctions on the government, which itself controls (16. a/the) use of force. Such remedies as an injunction, an order for specific performance, or an order for mandamus (17. not to lie) against the central government. These inhibitions, however, are __18__ less practical importance than might be supposed. __19__, nearly all governments are eager to proclaim the lawfulness of the regime and seldom (20. to disregard) the decisions of an authorized court or tribunal.

E

Legislature is a body of people __1__ the power to make and change laws.

The Chancellor of the Exchequer (2. to expect) to announce tax cuts in this year's budget.

A head is a person __3__ charge __4__ a group or an organization.

The agency actions cannot be capricious (showing sudden changes __5__ attitude or behaviour).

Members of the British Cabinet (6. to choose) __7__ the prime minister.

This law (8. to be) yet on the statute-book.

Administrative agency is __9__ governmental body charged __10__ administrating and implementing particular legislation. __11__ addition to agency, such governmental bodies may (12. to call) commissions, corporations, boards, departments or divisions.

Administrative adjudication is the process __13__ which an administrative agency issues an order.

Administrative acts are necessary to be done (14. to carry out) legislative policies and purposes already declared __15__ legislative body.

Executive powers is an authority vested in executive department of federal or state government (16. to execute) laws.

Unconstitutional law that which is contrary __17__ or in conflict __18__ a constitution.

When applied __19__ public functionaries, discretion means a power or right conferred upon them by law of acting officially in certain circumstances, according to the dictates of their own judgement and conscience, uncontrolled __20__ the judgement or conscience of others.

6. Translate the following English sentences into Ukrainian:

A

1. Rule-making procedures generally require notice that interested parties may participate.

2. The doctrine of sovereign immunity, which historically never shielded government agencies from liability, has been advanced for numeral federal and state activities.

3. Administrative agencies act like legislatures when they properly promulgate rules, which must be followed.

4. Recently the federal government has demonstrated its environmental negligence by passing no laws designed to alleviate many environmental problems.

5. If agency exceeds the authority delegated to it by the legislature it is said to have acted ultra vires and the action will be set aside.

B

1. Administrative agencies have been referred to as the fourth branch of government, because they are policy-making bodies which incorporate features of the legislative, executive, and judicial branches.

2. Specialized bodies of administrative character can possess expertise to apply judgments to the questions that are out of jurisdiction of Supreme court.

3. Administrative agencies are non-professional bodies, that's why their provisions are subject to review.

4. If agency exceeds its capacity delegated by the courts it is said to have acted ultra vires and the action will be set aside.

5. Nowadays government agencies are no more protected by the doctrine of sovereign immunity, which has eroded significantly.

C

1. It is rather hard to control administrative agencies.

2. The administration of President deals with the most functions of the head of our state.

3. It is hard to say what administrative agency is the most important for the state.

4. Administrative agencies are policy-making bodies, which incorporate facets of the three branches of government: the legislative, executive and judicial.

D

1. Administrative law development has been concurrent with the modern growth in the functions of government and in bureaucracy and with the parallel expanding need for legal safeguards over the agencies and officials of government.

2. Whatever the public-service and control functions of the administrative system may be, however, their performance depends upon the conduct of everyday auxiliary operations: the management of personnel and material, financing, planning, and so on.

3. In the broadest sense, the problem of administrative law is an aspect of the central problem of political theory: the reconciliation of authority and liberty.

4. Administrative law has a valuable contribution to make as an instrument for controlling the bureaucracy: in social democratic regimes, political control and judicial control of administration are regarded as complementary but distinct.

5. The aim of administrative law is to attain a synthesis of public and private interests in terms of the social and economic circumstances and ideals of the age.

E

1. Administrative law is a body of law created by administrative agencies in the form of rules, regulations, orders and desicions to carry out regulatory powers and duties of such agencies.

2. In most instances all administrative remedies must have been exhausted before a court will take jurisdiction of a case.

3. Administrative review generally refers to judicial review of administrative proceedings.

4. Administrative rule is an agency statement of general applicability and continuing effect that interprets law or policy or describes agency's requirements.

5. Administrative authority means the power of an agency or its head to carry out the terms of the law creating the agency as well as to make regulations for the conduct of business before the agency.

7. Translate the following Ukrainian sentences into English:

A

1. Теорія делегування повноважень вимагає від законодавчих органів ознайомлення адміністративних органів з принципами нормотворення під час виконання своїх повноважень.

2. Державні адміністрації створюються на різних рівнях: як у селах і селищах, так і в районах та областях.

3. Відповідно до Проекту Адміністративного процесуального кодексу, адміністративним судам мають бути підвідомчими справи з оскарження підзаконних нормативно-правових актів на предмет їх *конституційності*.

4. Допускається часткова передача повноважень місцевих адміністративних органів до виконавчих органів системи місцевого самоврядування на відповідному рівні.

5. Процес прийняття рішень з будь-яких питань традиційно вимагав залучення всіх зацікавлених осіб.

B

1. Адміністративне право Сполучених Штатів Америки – це сукупність норм, які застосовуються для регулювання діяльності адміністративних установ, створених законодавчою гілкою влади з метою виконання завдань виконавчої гілки влади.

2. Хоча термін "*адміністративне право*" *не використовувався* аж до початку XX ст., потреба здійснювати контроль над діяльністю уряду постає в англійському праві ще за часів Великої хартії вольностей.

3. Адміністративні органи створюються і наділяються повноваженнями відповідно до федерального або штатного законодавства. Саме завданням адміністративного права є визначення обсягу цих владних повноважень, обмежень стосовно них та порядку їх здійснення щодо окремих осіб та груп.

4. Якщо адміністративний орган не дотримується відповідних стандартів у своїй роботі, то відшкодування шкоди з приводу допущеного порушення може бути здійснене шляхом звернення до суду.

5. Закон "Про адміністративні процедури" (1964 р.) передбачає, що перед тим як федеральний адміністративний орган опуб-

лікує ту чи іншу інструкцію, зацікавленим сторонам має бути надана можливість висловити щодо неї свої погляди.

C

1. Державна влада в Україні здійснюється на засадах її поділу на законодавчу, виконавчу і судову.

2. Розрізняють нормативно-правові та індивідуально визначені акти.

3. Утримання численного адміністративного апарату державних службовців не завжди виправдане з економічної точки зору.

4. До бюджетного процесу залучаються численні владні структури, але останнє слово – за законодавчим органом.

5. Нормативні документи, прийняті адміністративними органами відповідно до встановленої процедури та в межах своїх повноважень, мають силу обов'язкових приписів.

D

1. Будь-який адміністративний орган несе цивільну відповідальність за свої дії і за шкоду, що ними спричинена.

2. Нині на розгляді у Верховній Раді знаходиться проект Адміністративно-процесуального кодексу України, що регулюватиме відносини з подання позовів проти органів державної влади.

3. Верховна Рада України наділена повноваженнями скасовувати акти Президента, за якими створюються адміністративні органи, і таким чином припиняти їхню діяльність.

4. Акти адміністративних органів державної влади мають меншу силу порівняно із законами України і можуть застосовуватись лише в частині, що не суперечить останнім.

5. Правотворчість адміністративних органів зумовлена неповною врегульованістю суспільних відносин законами.

E

1. Якщо адміністративний орган перевищив повноваження, делеговані йому законодавчою владою, його рішення має бути відмінено.

2. Адміністративні органи виконують судову функцію винесення рішень з питань, що входять до їх компетенції.

3. Відповідно до Конституції України державна влада здійснюється на засадах її поділу на законодавчу, виконавчу та судову. Органи законодавчої, виконавчої та судової влади здійснюють свої повноваження у встановлених Конституцією та законами межах.

4. Забезпечення екологічної безпеки на території України є обов'язком держави.

5. Адміністративне право є однією з найголовніших галузей права в Україні.

8. Insert the correct grammatical forms into the legal document text, given below:

ACKNOWLEDGEMENT OF ALTERATION
OF TERMS TO ORDER

Date January 1, 2003

To XXX Ltd.

Dear Sirs,

I refer to your _____ number dated December 31, 2002. This letter acknowledges that the order is _____ and superseded by the agreed change in _____, set in Appendix 1.
All other _____ shall remain as stated. Unless we immediately hear from you to the _____, in writing, we shall assume that the above _____ is mutually agreed, and we shall _____ on the altered terms. Please indicate your agreement to the alteration by signing below and returning one copy for our file.

Yours sincerely,
A. B. Johnson.

1) terms; 2) alteration; 3) order; 4) altered; 5) contrary; 6) proceed

9. Translate the following Ukrainian legal document text fragment into English:

A

ПОВІДОМЛЕННЯ ПРО ЗВІЛЬНЕННЯ КВАРТИРИ,
ЩО НАДСИЛАЄТЬСЯ ВЛАСНИКОМ КВАРТИРИ
КВАРТИРОНАЙМАЧУ

Як СОЛІСИТОР п. Х., я СПОВІЩАЮ ВАС про необхідність звільнити й офіційно передати йому [або тому, кого він вкаже] _____ (*дата*) чи до _____ (*дата*) кімнати чи апартаменти, які розташовані за адресою _____, та які Ви отримали від нього й займаєте на цей час.

Дата _____

Підпис
Адреса

Призначається п. _____ (*ім'я та адреса Квартиронаймача*).

B

АНАЛОГІЧНЕ ПОВІДОМЛЕННЯ, ЩО НАДСИЛАЄТЬСЯ КВАРТИРОНАЙМАЧЕМ ВЛАСНИКУ КВАРТИРИ

Як СОЛІСИТОР п. Y., я СПОВІЩАЮ ВАС про те, що він _____ (*дата*) звільнить і офіційно передасть кімнати чи апартаменти, які розташовані за адресою _____, та які він отримав від Вас і займає на цей час.

Дата _____

Підпис
Адреса

Призначається п. _____ (*ім'я та адреса Власника квартири*).

10. Translate the following English legal document text fragment into Ukrainian:

AGREEMENT FOR THE SALE OF A VEHICLE

THIS AGREEMENT is made the
BETWEEN:
(1) _____ (the Buyer); and
(2) _____ (the Seller).

NOW IT IS HEREBY AGREED as follows:
1. In consideration for the sum of USD _____, receipt of which the Seller hereby acknowledges, the Seller hereby sells and transfers to the Buyer the following vehicle (the Vehicle):

Make: _____	Model: _____
Registration Number: _____	Chassis Number: _____
Year of Manufacture: _____	Mileage: _____
Colour: _____	Extras: _____

2. The Seller warrants to the Buyer the following:
(i) the Seller is the owner of the Vehicle;
(ii) the Seller has the legal right to sell the Vehicle;
(iii) the Vehicle is free and clear of all liens and encumbrances; and
(iv) the Vehicle is not the subject of a hire purchase agreement.

3. The Buyer has examined or has had an opportunity to examine the Vehicle. The Vehicle is sold and delivered strictly as seen and the seller expressly disclaims all warranties, express or implied, of merchantability or fitness for a particular purpose.

4. The Seller warrants that while the Vehicle was in the Seller's possession, the odometer was not altered or disconnected and that to the best of the Seller's knowledge the odometer reading above:
( ) reflects the actual mileage;
( ) reflects the actual mileage in excess of 99,999 miles.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written...

Unit VI

CONTRACT LAW

1. Read carefully the following text: *(an excerpt from UCC, Letters of Credit)*

§ 5-102. Definitions

(a) In this article:
(1) "Adviser" means a person who, at the request of the issuer, a confirmer, or another adviser, notifies or requests another adviser to notify the beneficiary that a letter of credit has been issued, confirmed, or amended.
(2) "Applicant" means a person at whose request or for whose account a letter of credit is issued. The term includes a person who requests an issuer to issue a letter of credit on behalf of another if the person making the request undertakes an obligation to reimburse the issuer.
(3) "Beneficiary" means a person who under the terms of a letter of credit is entitled to have its complying presentation honored. The term includes a person to whom drawing rights have been transferred under a transferable letter of credit.
(4) "Confirmer" means a nominated person who undertakes, at the request or with the consent of the issuer, to honor a presentation under a letter of credit issued by another.
(5) "Dishonor" of a letter of credit means failure timely to honor or to take an interim action, such as acceptance of a draft that may be required by the letter of credit.
(6) "Document" means a draft or other demand, document of title, investment security, certificate, invoice, or other record, statement, or representation of fact, law, right, or opinion (i) which is presented in a written or other medium permitted by the letter of credit or, unless prohibited by the letter of credit, by the standard practice referred to

in Section 5-108(e) and (ii) which is capable of being examined for compliance with the terms and conditions of the letter of credit. A document may not be oral.
(7) "Good faith" means honesty in fact in the conduct or transaction concerned.
(8) "Honor" of a letter of credit means performance of the issuer's undertaking in the letter of credit to pay or deliver an item of value. Unless the letter of credit otherwise provides, "honor" occurs (i) upon payment,(ii) if the letter of credit provides for acceptance, upon acceptance of a draft and, at maturity, its payment, or(iii) if the letter of credit provides for incurring a deferred obligation, upon incurring the obligation and, at maturity, its performance.
(9) "Issuer" means a bank or other person that issues a letter of credit, but does not include an individual who makes an engagement for personal, family, or household purposes.
(10) "Letter of credit" means a definite undertaking that satisfies the requirements of Section 5-104 by an issuer to a beneficiary at the request or for the account of an applicant or, in the case of a financial institution, to itself or for its own account, to honor a documentary presentation by payment or delivery of an item of value.
(11) "Nominated person" means a person whom the issuer (i) designates or authorizes to pay, accept, negotiate, or otherwise give value under a letter of credit and (ii) undertakes by agreement or custom and practice to reimburse.
(12) "Presentation" means delivery of a document to an issuer or nominated person for honor or giving of value under a letter of credit.
(13) "Presenter" means a person making a presentation as or on behalf of a beneficiary or nominated person.
(14) "Record" means information that is inscribed on a tangible medium, or that is stored in an electronic or other medium and is retrievable in perceivable form.
(15) "Successor of a beneficiary" means a person who succeeds to substantially all of the rights of a beneficiary by operation of law, including a corporation with or into which the beneficiary has been merged or consolidated, an administrator, executor, personal representative, trustee in bankruptcy, debtor in possession, liquidator, and receiver.

§ 5-103. Scope

(a) This article applies to letters of credit and to certain rights and obligations arising out of transactions involving letters of credit.
(b) The statement of a rule in this article does not by itself require, imply, or negate application of the same or a different rule to a situation not provided for, or to a person not specified, in this article.

(c) With the exception of this subsection, subsections (a) and (d), Sections 5-102(a) (9) and (10), 5-106(d), and 5-114(d), and except to the extent prohibited in Sections 1-302 and 5-117(d), the effect of this article may be varied by agreement or by a provision stated or incorporated by reference in an undertaking A term in an agreement or undertaking generally excusing liability or generally limiting remedies for failure to perform obligations is not sufficient to vary obligations prescribed by this article
(d) Rights and obligations of an issuer to a beneficiary or a nominated person under a letter of credit are independent of the existence, performance, or nonperformance of a contract or arrangement out of which the letter of credit arises or which underlies it, including contracts or arrangements between the issuer and the applicant and between the applicant and the beneficiary

§ 5-104 Formal Requirements

A letter of credit, confirmation, advice, transfer, amendment, or cancellation may be issued in any form that is a record and is authenticated (i) by a signature or (ii) in accordance with the agreement of the parties or the standard practice referred to in Section 5-108(e)

§ 5-106 Issuance, Amendment, Cancellation and Duration

(a) A letter of credit is issued and becomes enforceable according to its terms against the issuer when the issuer sends or otherwise transmits it to the person requested to advise or to the beneficiary A letter of credit is revocable only if it so provides
(b) After a letter of credit is issued, rights and obligations of a beneficiary, applicant, confirmer, and issuer are not affected by an amendment or cancellation to which that person has not consented except to the extent the letter of credit provides that it is revocable or that the issuer may amend or cancel the letter of credit without that consent
(c) If there is no stated expiration date or other provision that determines its duration, a letter of credit expires one year after its stated date of issuance or if none is stated, after the date on which it is issued
(d) A letter of credit that states that it is perpetual expires five years after its stated date of issuance, or if none is stated, after the date on which it is issued

§ 5-107 Confirmer Nominated Person, and Adviser

(a) A confirmer is directly obligated on a letter of credit and has the rights and obligations of an issuer to the extent of its confirmation The confirmer also has rights against and obligations to the issuer as if

the issuer were an applicant and the confirmer had issued the letter of credit at the request and for the account of the issuer.
(b) A nominated person who is not a confirmer is not obligated to honor or otherwise give value for a presentation.
(c) A person requested to advise may decline to act as an adviser. An adviser that is not a confirmer is not obligated to honor or give value for a presentation. An adviser undertakes to the issuer and to the beneficiary accurately to advise the terms of the letter of credit, confirmation, amendment, or advice received by that person and undertakes to the beneficiary to check the apparent authenticity of the request to advise. Even if the advice is inaccurate, the letter of credit, confirmation, or amendment is enforceable as issued.
(d) A person who notifies a transferee beneficiary of the terms of a letter of credit, confirmation, amendment, or advice has the rights and obligations of an adviser under subsection (c). The terms in the notice to the transferee beneficiary may differ from the terms in any notice to the transferor beneficiary to the extent permitted by the letter of credit, confirmation, amendment, or advice received by the person who so notifies.

§ 5-108. Issuer's Rights and Obligations

(a) Except as otherwise provided in Section 5-109, an issuer shall honor a presentation that, as determined by the standard practice referred to in subsection (e), appears on its face strictly to comply with the terms and conditions of the letter of credit. Except as otherwise provided in Section 5-113 and unless otherwise agreed with the applicant, an issuer shall dishonor a presentation that does not appear so to comply.
(b) An issuer has a reasonable time after presentation, but not beyond the end of the seventh business day of the issuer after the day of its receipt of documents:
(1) to honor,
(2) if the letter of credit provides for honor to be completed more than seven business days after presentation, to accept a draft or incur a deferred obligation, or
(3) to give notice to the presenter of discrepancies in the presentation.
(c) Except as otherwise provided in subsection (d), an issuer is precluded from asserting as a basis for dishonor any discrepancy if timely notice is not given, or any discrepancy not stated in the notice if timely notice is given.
(d) Failure to give the notice specified in subsection (b) or to mention fraud, forgery, or expiration in the notice does not preclude the issuer from asserting as a basis for dishonor fraud or forgery as described in Section 5-109(a) or expiration of the letter of credit before presentation.

(e) An issuer shall observe standard practice of financial institutions that regularly issue letters of credit. Determination of the issuer's observance of the standard practice is a matter of interpretation for the court. The court shall offer the parties a reasonable opportunity to present evidence of the standard practice.
(f) An issuer is not responsible for:
(1) the performance or nonperformance of the underlying contract, arrangement, or transaction,
(2) an act or omission of others, or
(3) observance or knowledge of the usage of a particular trade other than the standard practice referred to in subsection (e).
(g) If an undertaking constituting a letter of credit under Section 5-102(a) (10) contains nondocumentary conditions, an issuer shall disregard the nondocumentary conditions and treat them as if they were not stated.
(h) An issuer that has dishonored a presentation shall return the documents or hold them at the disposal of, and send advice to that effect to, the presenter.
(i) An issuer that has honored a presentation as permitted or required by this article:
(1) is entitled to be reimbursed by the applicant in immediately available funds not later than the date of its payment of funds;
(2) takes the documents free of claims of the beneficiary or presenter;
(3) is precluded from asserting a right of recourse on a draft under Sections 3-414 and 3-415;
(4) except as otherwise provided in Sections 5-110 and 5-117, is precluded from restitution of money paid or other value given by mistake to the extent the mistake concerns discrepancies in the documents or tender which are apparent on the face of the presentation; and
(5) is discharged to the extent of its performance under the letter of credit unless the issuer honored a presentation in which a required signature of a beneficiary was forged.

§ 5-110. Warranties

(a) If its presentation is honored, the beneficiary warrants:
(1) to the issuer, any other person to whom presentation is made, and the applicant that there is no fraud or forgery of the kind described in Section 5-109(a); and
(2) to the applicant that the drawing does not violate any agreement between the applicant and beneficiary or any other agreement intended by them to be augmented by the letter of credit.
(b) The warranties in subsection (a) are in addition to warranties arising under Article 3, 4, 7, and 8 because of the presentation or transfer of documents covered by any of those articles.

§ 5-112. Transfer of Letter of Credit

(a) Except as otherwise provided in Section 5-113, unless a letter of credit provides that it is transferable, the right of a beneficiary to draw or otherwise demand performance under a letter of credit may not be transferred.

(b) Even if a letter of credit provides that it is transferable, the issuer may refuse to recognize or carry out a transfer if:

(1) the transfer would violate applicable law; or

(2) the transferor or transferee has failed to comply with any requirement stated in the letter of credit or any other requirement relating to transfer imposed by the issuer which is within the standard practice referred to in Section 5-108(e) or is otherwise reasonable under the circumstances.

§ 5-113. Transfer by Operation of Law

(a) A successor of a beneficiary may consent to amendments, sign and present documents, and receive payment or other items of value in the name of the beneficiary without disclosing its status as a successor.

(b) A successor of a beneficiary may consent to amendments, sign and present documents, and receive payment or other items of value in its own name as the disclosed successor of the beneficiary. Except as otherwise provided in subsection (e), an issuer shall recognize a disclosed successor of a beneficiary as beneficiary in full substitution for its predecessor upon compliance with the requirements for recognition by the issuer of a transfer of drawing rights by operation of law under the standard practice referred to in Section 5-108(e) or, in the absence of such a practice, compliance with other reasonable procedures sufficient to protect the issuer.

(c) An issuer is not obliged to determine whether a purported successor is a successor of a beneficiary or whether the signature of a purported successor is genuine or authorized.

(d) Honor of a purported successor's apparently complying presentation under subsection (a) or (b) has the consequences specified in Section 5-108(i) even if the purported successor is not the successor of a beneficiary. Documents signed in the name of the beneficiary or of a disclosed successor by a person who is neither the beneficiary nor the successor of the beneficiary are forged documents for the purposes of Section 5-109.

(e) An issuer whose rights of reimbursement are not covered by subsection (d) or substantially similar law and any confirmer or nominated person may decline to recognize a presentation under subsection (b).

(f) A beneficiary whose name is changed after the issuance of a letter of credit has the same rights and obligations as a successor of a beneficiary under this section.

2. Answer the following questions to the text you have just read:

1. What is the definition under the terms of the chapter for a means a definite undertaking by an issuer to a beneficiary at the request of an applicant to honor a documentary presentation by payment of an item of value?
2. What rules of the chapter may be changed by the parties' agreement?
3. May the right of a beneficiary to draw or otherwise demand performance under a letter of credit be transferred?
4. What is the time for a issuer to honor a letter of credit if its receipt of documents occurred on July 1, 2003?
5. What rights of an issuer has the confirmer?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. Quasi contracts are established to facilitate unjust enrichment.
2. The seal has gained much of legal force in the last 10 years.
3. Statute of Limitations requires actions to be taken in a certain time limit.
4. The UCC deals with eight separate areas.
5. Twenty-five states do not recognize the seal.

B

1. The UCC has modified the common law.
2. The First Restatement of Contracts defines a contract
3. A contract to commit a crime is also a contract.
4. Executed contracts are contracts where the executive branch of power is involved.
5. The UCC is uniform among all the states of the USA.

C

1. A contract is an agreement that the law will hold the parties to.
2. The legal definition of contract has been based on the common law definition.

3. There is the only unique classification of contracts.
4. Most contracts are formal.
5. Quasi contracts are in reality not contracts at all.

D

1. Aspects of contracts for the sales of intellectual property in the US are governed by the UCC.
2. Common law principles apply to the contracts involving goods (also real estate) but not services.
3. Twenty-five states do not recognize letters "DS" as sufficient to constitute a contract.
4. Special statutory rules govern only formal contracts.
5. Executory contracts are those where acceptance is to be through performance.

E

1. Quasi-contracts are those implied in law.
2. Goods are not defined by the UCC.
3. An informal contract must be written.
4. Common law marriages are recognized in one-third of the states.
5. The UCC recognizes the seal.

4. Give written definitions of the following terms as you remember and understand them:

A

- Letter of credit
- Promisor
- Acceptance
- Real estate

B

- Negotiable instrument
- Transaction
- Promissee
- Restatement of law

C

- Void contracts
- Implied contracts
- Bilateral contracts
- Informal contracts

D

- Legal obligation
- Chattel
- Quasi-contract
- Letter of recognizance

E

- Express contracts
- Unilateral contracts
- Voidable contract
- Unenforceable contract

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

When __1__ long position in a futures contract is not more than __2__ substitute __3__ a deferred spot market purchase, it is reasonable to conclude the analysis of equilibrium settlement prices after examining __4__ activities of market participants (hedgers and speculators). In some cases, however, the long position in __5__ futures contract can also be a substitute __6__ current spot market purchase. In these cases it (7. to be) unreasonable to suppose that settlement prices __8__ futures contracts are determined solely by the activities of hedgers and speculators in the futures market. Those settlement prices must also depend on the activities of arbitrageurs and on conditions of supply and demand in the spot market.

Arbitrage is __9__ simultaneous purchase and sale of the same asset in two different market that produces __10__ immediately foreseeable net profit with no risk. One example of __11__ riskless arbitrage is the purchase (or sale) of an asset in __12__ spot market together with __13__ matching sale (or purchase) of the same asset in the futures market. The first part of this section describes circumstances sufficient to guarantee the existence of positive net profits with no risk __14__ arbitrage transactions between a spot market and a futures market.

The settlement price on a futures contract cannot be an equilibrium price if it gives investors an opportunity to make a __15__ net profit without risk. The second part of this section shows why this statement is true, and it derives __16__ particular relation between spot market prices, futures market settlement prices, and the level of interest rates, which must hold when a futures market is __17__ equilibrium. This price relationship __18__ used in the following section to examine the

determinants of the equilibrium settlement price on a futures contract when arbitrage with the spot market for the underlying asset is possible.

For the sake of expositional simplicity we will assume that an asset does not make any payments prior to the settlement date of a futures contract __19__ that asset. This assumption is valid for the Treasury bills but may not be valid for stocks (which usually pay dividends) or for Treasury bonds (which make semiannual coupon payments). An appendix to this chapter shows how the results of the analysis (20. to be) altered for assets that make payments prior to the settlement of the futures contracts.

B

Contract, in law, an agreement that (1. to create) an obligation binding __2__ the parties thereto.

Contracts are often classified as either contracts __3__ specialty or simple contracts. Another class of obligations, sometimes (4. to refer) to as contracts of record, are conclusive legal obligations (5. to create) by the judgment or order of a court of record.

Simple contracts are frequently classified __6__ express and implied. An express contract is one (7. to enter) into on terms expressed __8__ spoken or written words. An implied contract is one that is inferred __9__ the acts or conduct of the parties.

Simple contracts (10. not to depend) for their validity on any particular formality in their execution, but rather __11__ the existence of a consideration.

Written and signed must be contracts (12. to involve) the sale and transfer of real estate; contracts to guarantee or to answer __13__ the miscarriage, debt, or default of another person; and, in most states of the U.S., contracts for the sale of goods __14__ a certain value.

Contracts __15__ specialty depend __16__ their validity on the formality of their execution. They (17. to require) to be written, sealed, and delivered __18__ the party to be bound thereby.

Specific performance of a contract is the right __19__ one contracting party to have the other (20. to contract) party perform the contract according __21__ the precise terms agreed therein.

C

Use the following words:

1) treason; 2) deliberately, 3) condemned; 4) execution; 5) felons; 6) disembowel; 7) inflict; 8) legal; 9) found guilty; 10) punishment; 11) abolish

One of the most bizarre methods of _____ was _____ in ancient Rome on people _____ of murdering their fathers. Their punishment was to be put in sack with a rooster, a viper, and a dog, then drowned along with the three animals. In ancient Greece the custom of allowing a _____ man to end his own life by poison was extended only to full citizens. The philosopher Socrates died in this way. _____ slaves were beaten to death instead.

In medieval Europe some methods of _____ were _____ drawn out to _____ maximum suffering. _____ were tied to a heavy wheel and rolled around streets until they were crushed to death. Others were strangled, very slowly. One of the most terrible punishments was hanging, drawing, and quartering. The _____ was hanged, beheaded and the body cut into four pieces. It remained a _____ method of _____ in Britain until 1814.

The first country to _____ capital _____ was Austria in 1887. Russia abolished it for every crime except _____ on the orders of Czar Nicolas 1 in 1826, but it was reintroduced after the Communist Revolution in 1917.

D

Common law's doctrine of consideration holds transactions unenforceable __1__ the absence of a bargained-for exchange.

Except in cases where the ground __2__ unenforceability of the contract is radical, when a given transaction type is considered unenforceable the legal system should prescribe an extrinsic element the addition of which (3. to cure) the defect.

The seal's decline (4. to root) in its changed significance __5__ the modern, literate, democratic world.

Contract law seeks to protect parties __6__ an agreement not only by requiring formalities but __7__ many other ways as well.

(8. a/the) law allows contractual relations to be adjusted when they (9. to throw out) of balance by unforeseen circumstances. The task of adjustment is relatively easy in cases in which both parties (10. to make) a mistake or in which one party laboured under a mistaken assumption that was, or plainly should (11. to be), known to the other.

When civil sanctions take the form of money damages the system must decide whether the plaintiff is to be put __12__ the same position economically that he would (13. to be) in had the contract been performed (expectancy damages) or simply reimbursed for the actual losses, if any, flowing __14__ his reliance __15__ the contract (reliance damages).

In some circumstances, performance is not measurable __16__ terms of market value – as, for example, when one relative (17. to agree) to sell to another a family painting __18__ sentimental value

but __18__ little intrinsic worth. Many legal systems in such (19. a/the) case require specific performance (that is, compliance __20__ the precise terms agreed upon in the contract).

E

You shouldn't enter __1__ a contract until you (2. to study) its provisions carefully.

We have a contract __3__ the government (4. to supply) a vehicles.

When the legal formalities (5. to settle) the buyer and seller __6__ a house can exchange contracts.

I am working here __7__ a fixed-term contract.

They (8. to contract) with a local firm for the supply __9__ fuel.

The company had contracted to do __10__ repairs by the end __11__ of the month.

The age __12__ majority in Britain (13. to reduce) from 21 __14__ 18 in 1970.

The agreement (15. to declare) void.

The project has been given the government's seal __16__ approval (has been officially approved).

A license is an official document showing that permission (17. to give) to do, own or use something.

The new laws gained __18__ widespread acceptance.

She sued Mr. Smith for breach __19__ their contract.

6. Translate the following English sentences into Ukrainian:

A

1. Formal contracts are divided into four types: recognizance; negotiable instruments; letters of credit; contracts under seal.

2. The effect of the seal has lost much of its legal force.

3. If the contract is under seal in a state, which recognizes such contracts, a party seeking to enforce a contract can do so even if he made no promise in return.

4. In bilateral contracts each party is both a promisor and a promisee.

5. The unilateral contract is accepted by the promise performing.

B

1. Even if a letter of credit provides that it is transferable, the issuer may refuse to recognize or carry out a transfer if the transfer would violate applicable law.

2. A successor of a beneficiary may consent to amendments, sign and present documents, and receive payment or other items of value in the name of the beneficiary without disclosing its status as a successor.

3. An issuer that has honored a presentation as permitted or required by this article is entitled to be reimbursed by the applicant in immediately available funds not later than the date of its payment of funds.

4. An issuer shall observe standard practice of financial institutions that regularly issue letters of credit.

C

1. Some contracts may be either written or oral.

2. If a contract has been fully performed by both parties to the contract, it is an executed contract.

3. The UCC defines a contract as "the total legal obligation which results from the parties' agreement as affected by the Act and other applicable rules of law".

4. Most contracts include a mutual exchange of promises.

D

1. Failure to honour a contract allows the other party to bring an action for damages in a court of law.

2. Because it is in the nature of a contractual agreement to be quid pro quo, contract law usually demands that an exchange be transacted.

3. When the terms of fulfilling a contract are brought into dispute – as often happens in modern multiparty agreements – the disputants may decide to submit their differences to private, but binding, arbitration, believing that public litigation would be disadvantageous to all parties.

4. Although all legal systems try to achieve a reasonable approach to freedom of contract, there are bound to be contractual obligations that depart in some degree from the ideal.

5. Many litigated cases in which a remedy is sought for breach of contract are concerned with the meaning to be attached to the verbal expressions and acts of the parties in their dealing with each other.

E

1. Goods under the Uniform Commercial Code are a movable personal property.

2. The parties to a contract are called a promisor and a promisee.

3. A minor is a person under the age of of full legal responsibility (usually 18 or 21).

4. You are under no obligation to pay for goods, which you did not order.

5. Formal contracts are governed by special rules and are divided into four types: recognizances, negotiable instruments and documents, letters of credit and contracts under seal.

7. Translate the following Ukrainian sentences into English:

A

1. Принципи зобов'язального права в системі "загального права" можуть застосовуватись до тих договорів, предметом яких є нерухомість або послуги.

2. Уніфікований Торговельний Кодекс запроваджує додаткові правила для комерсантів, тобто осіб, які володіють спеціальними знаннями та навичками для проведення товарних операцій.

3. У деяких штатах США діє принцип, який твердить, що договори з печаткою все одно мають бути взаємно визнані сторонами, в іншому випадку вони не можуть бути примусово виконані.

4. За загальним правилом, шлюби між іноземцями, укладені в інших державах, визнаються в Україні, незважаючи на взаємність, проте лише у випадках, якщо факт укладення такого шлюбу не суперечить українському законодавству чи законодавству країни укладення шлюбу.

5. Двостороння угода полягає в наявності взаємних зобов'язань сторін, тобто кожна зі сторін договору несе обов'язки та має певні права відносно іншої зі сторін.

B

1. Істотними умовами договору є такі: (1) взаємна згода; (2) правова обґрунтованість, яка в переважній кількості випадків не обов'язково повинна мати грошовий вираз; (3) сторони, які мають дієздатність, щоб укласти договір; (4) відсутність шахрайських намірів чи примусу; (5) зміст договору, який не повинен бути протизаконним та спрямованим проти громадського порядку.

2. Договір, у якому стороною є особа, яка страждає на душевну хворобу або недоумство, або особа, яка знаходиться під впливом наркотиків або спиртних напоїв, і яка не здатна на вільне вираження своєї волі, вважається абсолютно недійсним.

3. У випадку порушення умов договору постраждала сторона може звернутися до суду за відшкодуванням грошових збитків; з вимогою про анулювання договору; про винесення судової заборони або про виконання зобов'язань у натурі, якщо грошове відшкодування не повна компенсує невиконання умов договору іншою стороною.

4 Як правило, договори можуть бути або усними, або письмовими Проте певні види договорів, для того щоб їх можна було виконати, повинні бути у письмовій формі й підписані

5 Договір, у якому стороною є неповнолітній (зазвичай це особа віком до 18 років), не є недійсним, але може бути визнаний таким Такий договір може бути підтверджений цією особою по досягненню нею повноліття

C

1 Існує велике різноманіття цивільних договорів та угод Тому їх класифікація є складною та багаторівневою

2 За наявності значної матеріальної шкоди так звана угода може бути кримінально караною

3 За новим сімейним кодексом України цивільні права та обов'язки можуть виникати з моменту заручин

4 Наявність усіх істотних умов, що вимагається законом, є необхідною умовою законності договору

5 Договір може не підлягати примусовому виконанню після закінчення терміну позовної давності, оскільки суд не прийме до розгляду позов про примусове виконання такого договору

D

1 Цивільний кодекс України визначає загальні принципи чинності контрактів щодо всіх товарів, торгівля якими не заборонена в Україні

2 Для чинності більшості контрактів в Україні вимагається лише додержання форми та включення обов'язкових положень до змісту, а не використання зразків

3 Контракти-зразки для багатьох галузей торгівлі, розроблені Кабінетом Міністрів України, не є обов'язковими під час укладення угод

4 Будь-який контракт за наявності достатніх підстав, передбачених законом, може бути визнаний судом нечинним

5 До векселів в Україні можуть бути застосовані деякі положення контрактного права

E

1 Зобов'язання за контрактом припиняється виконанням, проведеним належним чином

2 Для того щоб угода мала належну юридичну силу вона повинна задовольняти ряд умов

3 Кожна сторона у двосторонньому договорі є одночасно і кредитором, і боржником, якщо обіцяє виконати певну дію та отримує обіцянку виконати певну дію

4. Контракт – це угода між двома чи більше особами, яка накладає обов'язок здійснити чи не здійснити певні дії.

5. Зобов'язання має бути виконане в тому місці, яке зазначено в законі чи угоді, на підставі якої виникло зобов'язання, або виходячи із суті зобов'язання.

8. Insert the correct grammatical forms into the legal document text, given below:

LETTER OF CLAIM ADDRESSED TO A CARRIER

Date January 01, 2003
To XXX Ltd.
Dear Sirs,

We refer to _____ note no. 111/1 concerning USD 1,000,203 collected by you from ZZZ Ltd. for delivery to YYY Ltd.
The _____ has notified us that goods to the value of USD 203 were received which were damaged, or missing from the consignment.
We wish formally to notify you of this circumstance under the terms of _____ 219-C of our contract dated February 29, 2000.
We have inspected the goods and _____ the replacement cost to be USD 204 and should _____ if you would arrange for that sum to be forwarded to us within 5 days of the date _____, failing which we shall _____ to refer this matter to our solicitors.

Yours faithfully
D. S. Johnson

1) recipient; 2) hereof; 3) be grateful; 4) consignment; 5) clause; 6) estimate; 7) be compelled

9. Translate the following Ukrainian legal document text fragment into English:

A

СКОРОЧЕНА ФОРМА АРБІТРАЖНОГО ЗАСТЕРЕЖЕННЯ

Усі спори, розбіжності та питання, які у будь-який час виникають між сторонами цієї угоди (документа), або між їх відповідними представниками, або правонаступниками, що виникають у зв'язку з угодою (документом), або його змістом, повинні передаватися на розгляд одному арбітру відповідно до Закону про арбітраж 1950 р. або будь-яких законодавчих поправок до нього, або повторних законоположень, що діють на даний момент.

B

ПРЕДСТАВЛЕННЯ УСІХ СПОРІВ
ОДНОМУ АРБІТРУ – КОРОТКА ФОРМА

Ми, що нижче підписалися, Згодні з тим, що всі розбіжності та спори між нами, що виникають у зв'язку з угодою (або документом), датованою і т. ін. (або за обставинами), передаються А. Б. і т. ін. як арбітру відповідно до положень Закону про арбітраж 1950 р., і якщо хтось із нас не зможе бути присутнім на провадженні у справі, то після належного сповіщення ця арбітражна справа може слухатись у присутності лише однієї сторони.

10. Translate the following English legal document text fragment into Ukrainian:

WARRANTY INCREASING STATUTORY RIGHTS

1. This warranty is given in addition to your statutory rights and does not affect your statutory rights in any way.

2. We warrant that, in the event that any fault or defect is discovered in the goods within one year of the date of sale, we will, unless the fault or defect has been caused by a misuse of the goods by the purchaser or by the goods being used for a purpose for which they have not been designed, either repair or, at our option, replace the goods free of charge to the purchaser.

Unit VII

THE AGREEMENT

1. Read carefully the following text:
(an excerpt from UCC art. 2 Sales; part 2 FORM, FORMATION AND READJUSTMENT OF CONTRACT)

§ 2-201. Formal Requirements; Statute of Frauds

(1) Except as otherwise provided in this section a contract for the sale of goods for the price of $500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed

by the party against whom enforcement is sought or by his authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this paragraph beyond the quantity of goods shown in such writing.

(2) Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against such party unless written notice of objection to its contents is given within 10 days after it is received.

(3) A contract which does not satisfy the requirements of subsection (1) but which is valid in other respects is enforceable

(a) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or

(b) if the party against whom enforcement is sought admits in his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

(c) with respect to goods for which payment has been made and accepted or which have been received and accepted (Sec. 2-606).

§ 2-202. Final Written Expression: Parol or Extrinsic Evidence

Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented

(a) by course of performance, course of dealing, or usage of trade (Section 1-303); and

(b) by evidence of consistent additional terms unless the court finds the writing to have been intended also as a complete and exclusive statement of the terms of the agreement.

§ 2-203. Seals Inoperative

The affixing of a seal to a writing evidencing a contract for sale or an offer to buy or sell goods does not constitute the writing a sealed instrument and the law with respect to sealed instruments does not apply to such a contract or offer.

§ 2-204 Formation in General

(1) A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract

(2) An agreement sufficient to constitute a contract for sale may be found even though the moment of its making is undetermined

(3) Even though one or more terms are left open a contract for sale does not fail for indefiniteness if the parties have intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy

§ 2-205 Firm Offers

An offer by a merchant to buy or sell goods in a signed writing which by its terms gives assurance that it will be held open is not revocable, for lack of consideration, during the time stated or if no time is stated for a reasonable time, but in no event may such period of irrevocability exceed three months but any such term of assurance on a form supplied by the offeree must be separately signed by the offeror

§ 2-206 Offer and Acceptance in Formation of Contract

(1) Unless otherwise unambiguously indicated by the language or circumstances

(a) an offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances,

(b) an order or other offer to buy goods for prompt or current shipment shall be construed as inviting acceptance either by a prompt promise to ship or by the prompt or current shipment of conforming or non-conforming goods, but such a shipment of non-conforming goods does not constitute an acceptance if the seller seasonably notifies the buyer that the shipment is offered only as an accommodation to the buyer

(2) Where the beginning of a requested performance is a reasonable mode of acceptance an offeror who is not notified of acceptance within a reasonable time may treat the offer as having lapsed before acceptance

§ 2-207 Additional Terms in Acceptance or Confirmation

(1) A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms

(2) The additional terms are to be construed as proposals for addition to the contract. Between merchants such terms become part of the contract unless:
(a) the offer expressly limits acceptance to the terms of the offer;
(b) they materially alter it; or
(c) notification of objection to them has already been given or is given within a reasonable time after notice of them is received.

(3) Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract. In such case the terms of the particular contract consist of those terms on which the writings of the parties agree, together with any supplementary terms incorporated under any other provisions of this Act.

§ 2-209. Modification, Rescission and Waiver

(1) An agreement modifying a contract within this Article needs no consideration to be binding.

(2) A signed agreement which excludes modification or rescission except by a signed writing cannot be otherwise modified or rescinded, but except as between merchants such a requirement on a form supplied by the merchant must be separately signed by the other party.

(3) The requirements of the statute of frauds section of this Article (Section 2-201) must be satisfied if the contract as modified is within its provisions.

(4) Although an attempt at modification or rescission does not satisfy the requirements of subsection (2) or (3) it can operate as a waiver.

(5) A party who has made a waiver affecting an executory portion of the contract may retract the waiver by reasonable notification received by the other party that strict performance will be required of any term waived, unless the retraction would be unjust in view of a material change of position in reliance on the waiver.

2. Answer the following questions to the text you have just read:

1. In which manner a contract for the sale of goods may be made?
2. Does the law with respect to sealed instruments apply to contracts under seal?
3. What is the maximum period of merchant offer irrevocability?
4. If acceptance is expressly made conditional on assent to the different terms, may an acceptance state additional ones?
5. What is the maximum price of the contract, which is not enforceable by way of action?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. An offer is the manifestation of willingness to enter into a bargain, so made as to justify another person in understanding that his assent to that bargain is unnecessary to conclude it.
2. A person who finds a lost item can either make efforts to return it to the owner and ask for a reward or to leave the item for himself.
3. Offers can be different, that is if they contain essential proposed terms or refer to a standard where thy can be found or state definite alternatives for the terms included.
4. There is the "mirror image" rule, which stands for the requirement of coincidence of the terms in the offer and in the acceptance of that offer.
5. If an offer concerns something that destroys prior to the acceptance, or if the offer becomes illegal, or if the offeror dies, such offer terminates automatically.

B

1. Offers do not remain open forever and can terminate in various ways.
2. If the offeree gives consideration to keep the offer open, this creates an option contract, which cannot be revoked.
3. If the offeror specifies the mode of acceptance and the offeree uses the specified mode the acceptance is not deemed effective when sent, even though the offeror has no knowledge of it.
4. The common law and the UCC recommend that an offeree must notify the offeror that he has begun performance of a unilateral contract.
5. Advertisements are generally considered invitation to make an offer rather then being considered offers.

C

1. Agreement is a type of a contract.
2. Advertisements are generally considered invitations to make an offer rather than being considered offers.
3. A party cannot accept an offer, which has not been communicated to him.
4. There are some courts that have the power to make contracts.
5. Common law is more liberal than the UCC.

D

1. Under the UCC a contract for the sale of goods may not have any terms open except for the price and amount of goods.
2. If the acceptance matches the offer only in some particulars, the offer is accepted as changed by the acceptance.
3. Reasonable time after which the offer lapses is usually stated in the offer.
4. The offeror may revoke his offer only if the offer does not state its validity time.
5. Offers are not effective until the offeree receives them.

E

1. Advertisements are generally considered as offers to enter into a bargain.
2. A person who finds a lost item usually has a right to claim a reward for it.
3. Revocation of an offer must be communicated inderectly or directly.
4. The common law is more liberal than the UCC.
5. If the offeror fails to specify the mode of acceptance and the offeree uses a mode that is not reasonable, acceptance may be effective upon dispatch.

4. Give written definitions of the following terms as you remember and understand them:

A

- Validity
- Notice
- Mailbox rule
- Contractor

B

- Acceptance
- Notification
- Contractor
- Revocation

C

- Validity
- Rejection
- Offeror
- Unsolicited goods

D

- Offeree
- Deceptive practices
- The battle of the forms
- Aleatory contract

E

- Acceptance to a contract
- Necessary elements of a contract
- The mirror image rule
- A speculative transaction

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

There are large areas of economic life __1__ which the parties __2__ contracts (3 to have) such unequal bargaining positions that little real negotiation takes place These contracts are often known as contracts of adhesion Familiar examples of adhesion contracts are contracts __4__ transportation or service concluded __5__ public carriers and utilities and contracts of large corporations __5__ their suppliers, dealers, and customers In such circumstances a contract becomes a kind of private legislation, in (6 a/the/—) sense that the stronger party to (7 a/the/—) large extent assigns risks and allocates resources by its fiat rather than __8__ a reciprocal process of bargaining Enforcement of such standard contracts can be justified __9__ the ground that they are economically necessary The question then becomes __10__ these decisions are to be made by private enterprise or by other agencies of society — in particular, government — and to what extent (11 a/the/—) interest of those who deal __12__ such economic enterprises can be represented and protected in the decision-making process

Contract law in such cases provides only what can be called (13 a/the/—) legal relationship The content of (13 a/the/—) relationship derives not __14__ bargaining between the parties but __14__ the fiat of the large enterprise often offset by the fiat of some government agency In a sense, the socially regulated contract of adhesion seeks to eat the cake of bureaucratic rationality while having, as well, the cake of individual choice and decision Doubtless both cakes are diminished in the process, but the result may well be more satisfying than if only one (15 to have) to be chosen __16__ all

events, the resulting legal-economic phenomenon is radically different from that envisaged by traditional contract law.

B

Much __1__ the law of contract is concerned __2__ ensuring that agreements (3. to arrive at) in a way that meets at least minimum standards respecting both parties' understanding __4__, and freedom to decide whether to enter __5__, the transactions. Such provisions include rules that void contracts made __6__ duress or that are unconscionable bargains; protection for minors and incompetents; and formal requirements protecting against the ill-considered assumption of obligation. Thus, section 138 of (7. a/the/–) German Civil Code renders void any contract "whereby a person profiting from the distress, irresponsibility, or inexperience of another" obtains a disproportionately advantageous bargain. __8__ addition, more general social requirements and views impinge __9__ contracts in a number of ways. Certain agreements are illegal, such as – in the United States – agreements __10__ restraint of trade. Others, such as an agreement to commit a civil wrong, (11. to hold) by the courts to be contrary to (12. a/the/–) public interest. Certain systems discourage some purposes, such as the assumption of a legally binding obligation to confer (13. a/the/–) gift of money or other gratuitous benefit __14__ another, by various special requirements.

Legal systems often have recourse to interpretation __15__ the interest of fairness and social utility. Many litigated cases in which a remedy is sought for breach of contract are concerned __16__ the meaning to be attached to the verbal expressions and acts of the parties in their dealing with each other. Ambiguities, for example, may be resolved against the party thought to have (17. a/the/–) superior bargaining position.

C

When Margaret Montgomery of Chicago (1. to die) in 1959, she left her five cats and a $15,000 trust fund __2__ their care to a former employee, William Fields. The will stipulated __3__ Fields was (4. to see) trust income solely for the cats' care and feeding, including such delicacies as pot roast meat. If, however he (5. to outlive) all the cats, Fields (6. to inherit) the trust principal. Nine years later __7__ last cat, Fat Nose, died __8__ 20, and Fields, 79, was $15,000 richer.

Probably __9__ largest single group __10__ pets to be named specifically in a will (11. to be) the 150 or so dogs given $4,3 million __12__ Eleanor Ritchey, an oil company heiress who died in 1968. 13__ dogs were mostly strays she (14. to collect) at her 180-acre ranch in Deerfield Beach, Florida. When the last dog, Musketeer, died in June 1984, the entire estate than (15. to grow) to nearly $12

million – went under the will to the Auburn University School of Veterinary Medicine to support research __16__ dog diseases.

D

Modern commercial practice relies __1__ a growing extent __2__ arbitration to handle disputes, especially those that arise __3__ international transactions. There are several reasons for the growing use of arbitration. (4. a/the) procedure is simple, it is more expeditious, and it may be less expensive than traditional litigation. The arbitrators are frequently selected by a trade association or business group for their expert understanding of the issues __5__ the dispute. The proceedings are private, which is advantageous when the case (6. to involve) trade or business secrets. In many legal systems, the parties can authorize arbitrators to base their decision __7__ equitable considerations that (8. the/–) law excludes. Despite these advantages of arbitration, the development of contract law may suffer considerably __9__ a withdrawal from the courts __10__ litigation involving some of the most significant and difficult problems of the present day, all the more so because the reasoning in arbitral awards is usually not made public.

Trade and commerce (11. to flow) increasingly across national and state boundaries. In response __12__ this there (13. to be) many efforts to unify the traditional legal systems. In the United States, the Uniform Commercial Code (14. to replace) earlier uniform statutes such as the Sales Act and the Negotiable Instruments Law; by 1970 it (15. to adopt) by every state including, although __16__ part only, Louisiana. (17. a/the) creation of a uniform body of substantive rules is, of course, easiest when the communities involved have roughly similar rules and principles. In addition, __18__ greater the volume of multistate transactions, __18__ greater the pressure for uniform regulation. It is understandably easier to achieve a Uniform Commercial Code __19__ the United States than to create such a system internationally.

A kind of halfway point between legal diversity and unification – the creation of uniform rules for (20. a/the/–) choice of law – is of some help, and in this area the Hague Conference on Private International Law has done significant work.

E

The Roman law __1__ contracts, as found in Justinian's law books of the 6th century AD, (2. to reflect) a long economic, social, and legal evolution. It recognized various types of contracts and agreements, some of them enforceable, others not. A good deal of legal history turns __3__ the classifications and distinctions of the Roman law. Only __4__ its final stage of development (5. to do) Roman law

enforce, in general terms, informal executory contracts — that is, agreements (6 to be) carried __7__ after they were made This stage of development was lost with the breakup of the empire As western Europe declined __8__ an urbanized, commercial society into a localized, agrarian society, the Roman courts and administrators (9 to replace) by relatively weak and imperfect institutions

The rebirth and development of contract law was a part of the economic, political, and intellectual renaissance of (10 a/the/—) western Europe It was everywhere accompanied by a commercial revival and (11 a/the/—) rise of national authority Both __12__ England and __13__ the Continent, the customary arrangements were found to be unsuited to the commercial and industrial societies that (14 to emerge) The informal agreement, so necessary for trade and commerce in market economies, was not enforceable __15__ law The economic life of England and the Continent flowed, even after a trading economy (16 to begin) to develop, within the legal framework of the formal contract and of the half-executed transaction (that is, a transaction already fully performed __17__ one side) Neither in continental Europe __18__ in England was the task of developing a law of contracts an easy one Ultimately, both legal systems succeeded in producing what was needed (19 a/the/—) body of contract doctrine by which ordinary business agreements, involving (20 a/the/—) future exchange of values, could be made enforceable

6. Translate the following English sentences into Ukrainian:

A

1 An offer can possibly be accepted by silence

2 A preliminary "agreement in principle' may be definite enough to create a contract even though some typical contract terms are lacking

3 Ordinarily the offeree must make a positive manifestation of consent to the offeror, thus there is usually acceptance by silence

4 Consumers who receive unordered merchandise may treat it as gift

5 Counteroffers are not considered rejections to offers to enter into a bargain

B

1 The parties must manifest their mutual assent to a contract

2 The affixing of a seal to a writing evidencing a contract for sale or an offer to buy or sell goods does not constitute the writing a sealed instrument

3 An agreement sufficient to constitute a contract for sale may be found even though the moment of its making is undetermined

4 A definite and seasonable expression of acceptance or a written confirmation, which is sent within a reasonable time, operates as an acceptance even though it states terms additional to or different from those offered or agreed upon

5 Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract

C

1 A contract for the sale of goods for the price of $500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties

2 A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract

3 Even though one or more terms are left open a contract for sale does not fail for indefiniteness if the parties have intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy

4 The additional terms are to be construed as proposals for addition to the contract

5 An agreement modifying a contract needs no consideration to be binding

D

1 Some of the rules respecting offer and acceptance are designed to operate only when a contrary intention has not been indicated

2 In Anglo-American common law, when parties contract by correspondence, the acceptance takes place on dispatch of the letter, but the offeror can stipulate that no contract will be formed until the acceptance has reached him

3 One of the functions of rules relating to offer and acceptance is to enable the parties to understand and to mark when their discussions pass from an exploratory stage to the stage of commitment

4 Upon receipt of an offer the offeree frequently changes his position by, for example refusing or ignoring other offers neglecting to seek additional offers or himself making propositions based on the offer made to him

5 The rule that the acceptance is effective upon dispatch creates a situation in which the offeror who wishes to revoke his offer is uncertain whether or not he can still do so since his revocation is not

effective until receipt, whereas the offeree's acceptance, if one is made, takes effect on dispatch.

E

1. They failed in their bid to reach the summit.
2. They have broken the agreement between us.
3. She is offering a reward for the return of her lost bracelet.
4. He proposed marriage and she accepted him.
5. The original price was $3000, but I am open to offers.

7. Translate the following Ukrainian sentences into English:

A

1. Угода – це домовленість на певних умовах між сторонами, які стають зобов'язаними чи набувають прав за нею.

2. Особа, яка зробила пропозицію про укладення угоди на певних умовах, наприклад, за певною ціною, не має права змінювати ці умови без спеціального повідомлення у встановленому порядку.

3. Час, протягом якого має надійти відповідь на оферту, визначається залежно від предмета угоди, способу повідомлення оферти, а також способу, в який має бути повідомлено про акцепт.

4. Найчастіше рекламні оголошення не сприймаються як оферти, оскільки вони не містять обов'язкових умов угоди.

5. Учасник створеної юридичної особи може, за згодою співвласників, поступитися своєю часткою чи її частиною на користь інших учасників самої юридичної особи або третіх осіб.

B

1. Дійсність простих договорів не залежить від якихось особливих формальностей, що мають бути дотримані під час виконання таких договорів, а швидше від наявності підстави договору.

2. Угоди зазвичай виникають як результат оферти та акцепту.

3. У багатьох юрисдикціях у договорах, укладення яких відбувається за допомогою листування, оферта, якщо не обумовлено інше, вважається прийнятою під час відправлення повідомлення про прийняття оферти.

4. У деяких штатах, проте, вважається, що не існує ніякого акцепту, допоки особа, яка робить оферту, не отримає повідомлення про прийняття оферти.

5. Смерть або захворювання на душевну хворобу оферента до того, як буде зроблено акцепт, припиняє оферту, як і знищення певного об'єкта, який є важливою умовою договору.

C

1. Якщо укладено договір купівлі-продажу товарів, то проданий товар має відповідати стандартам якості й бути придатним до використання за призначенням. Відповідальність за якість товару може бути покладено на продавця або на виробника товару.

2. Угода, для якої законом не встановлено певну форму, вважається укладеною, якщо поведінка осіб демонструє їхню волю укласти угоду.

3. Письмові угоди мають бути підписані особами, які їх укладають.

4. Недодержання форми угоди, яку вимагає закон, тягне за собою недійсність угоди лише в разі, якщо такий наслідок прямо зазначено в законі.

5. Недійсною є угода, що не відповідає вимогам закону.

D

1. Оферта та акцепт є засобами погодження істотних умов угоди.

2. Чинність оферти визначається з урахуванням часу, необхідного для проходження поштової кореспонденції.

3. Нові досягнення в галузі комп'ютерних наук, зокрема електронний підпис, вносять значні корективи в механізм акцепту.

4. Договір вважається укладеним з моменту акцепту оферти, що містить усі істотні умови цього договору.

5. Алеаторний контракт не дістав належного закріплення в законодавстві України.

E

1. Необхідними елементами на етапі укладання угоди є оферта та акцепт.

2. Чинність контракту залежить від включення до нього необхідних елементів, наприклад, угоди між сторонами.

3. Оферти можуть бути прийняті обопільними обіцянками або виконанням обов'язку за договором.

4. Зазвичай мовчання з боку акцептанта не розглядають як згоду на укладення угоди.

5. Смерть чи недієздатність оферента до акцепту припиняють оферту.

8. Insert the correct words into the legal document text, given below:

NOTICE TO CANCEL DELAYED GOODS

Date _____

Re: _____

To _____

Dear _____

Reference is made to our _____ order or contract dated _____, a copy of which is _____.
Under the _____ of the order, the goods were to be delivered by _____. Due to your failure to deliver the goods within the required time, we hereby _____ this order, reserving such _____ rights as we may have.
If the above goods are in _____, they shall be refused or returned at your expense and we shall await _____ instructions.

Yours sincerely

_____

1) cancel; 2) delivery; 3) further; 4) terms; 5) purchase; 6) transit; 7) enclosed

9. Translate the following Ukrainian legal document text fragment into English:

A

НЕВЕЛИКІ ДІЛЯНКИ ЗЕМЛІ

1. *Земля.* ЦЯ невелика ділянка землі, що включає _____ акрів _____ лісів та полів *або* _____ акрів чи приблизно стільки, відома як "Вестмідз", розташована у [Приході А] [району Мурленде Стаффордширу] [с (частиною) невеликою земельною ділянкою № _____ на карті військово-геодезичного управління графства, аркуш № _____ (_____) Видання] й обмежена на півночі державною автомобільною дорогою, що веде з Х. до У., а на півдні – землею, що належить Дж. І., й на сході – дорогою з односторонній рухом, що зветься "Дорогою Ж.", й на заході – землею, що належить довіреним власника за спадком покійного Х.; УСЯ ЦЯ земля окреслена рожевим контуром (лише з метою ідентифікації) [*або* детальніше] у плані, доданому до цього документа

[("План")] [*або* намальованому на даному документі], і названа "Власністю"

2 *Будинок* Уся невелика ділянка землі на (північному) боці Дороги Б _____ ширина передньої частини якої виходить на Дорогу Б , становить _____ футів, ширина задньої частини якої становить _____ футів, глибина (східної) частини якої становить _____ футів і ширина (західної) частини якої становить _____ футів, разом із житловим будинком, зведеним на його частині відомій як "№ 2 Б Роуд", (Ділянка номер 2 на дорозі Б), усі приміщення якого разом із межами більш докладно окреслені у плані, доданому до цього документа [('План")], зафарбований в рожевий колір і названий "Власністю"

В

ДОВІРЕНІСТЬ НА ЗДІЙСНЕННЯ АКТУ ПЕРЕДАЧІ ПРАВОВОГО ТИТУЛУ НА ЗЕМЛЮ І НА ОТРИМАННЯ ПОКУПНОЇ СУМИ

НА ПІДСТАВІ ДАНОЇ ДОВІРЕНОСТІ Я, А Б і і ш ПРИЗНАЧАЮ Ц Д і т ш

1 Отримати від [*покупця*] чи призначених ним осіб суму в розмірі _____ фунтів стерлінгів, що є ціною, котра за домовленістю має бути сплаченою мені за купівлю [*коротко опишіть власність*] ("Власність") та всі належні відсотки чи відсотки, що належатимуть за нею, та надати фактичну квитанцію и розписку про отримання даної суми

2 По отриманні покупної суми від мого імені та за мою довіреністю підписати, скріпити печаткою и вручити всі необхідні та відповідні акти про передачу Власності и гарантії відносно Власності [*покупцю*] або відповідно до його вказівок

3 Оформити и виконати всі інші документи, акти та речі, що їх мій повірений вважатиме за необхідні чи доречні чи у зв'язку з передачею Власності [*покупцю*] або відповідно до його вказівок, діючи таким чином як я ми би зробити це сам

10. Translate the following English legal document text fragment into Ukrainian:

LETTER REFUSING RETURN OF GOODS

Date _____

To _____

Dear _____

Re Your Order No _____

Today your carrier attempted to return the goods identified in the above order.

We refuse to accept the return of the goods because we have given no permission to you either expressly or implicitly to return the goods without good reason. We therefore ask you to remove them immediately as we can accept no liability for them or for any damage that they may suffer whilst left on our premises.

Yours sincerely

Unit VIII

REMEDIES

1. Read carefully the following text: *(an excerpt from UCC Part 7. Remedies)*

§ 2-701. Remedies for Breach of Collateral contracts Not Impaired

Remedies for breach of any obligation or promise collateral or ancillary to a contract for sale are not impaired by the provisions of this Article.

§ 2-702. Seller's Remedies on Discovery of Buyer's Insolvency

(1) Where the seller discovers the buyer to be insolvent he may refuse delivery except for cash including payment for all goods theretofore delivered under the contract, and stop delivery under this Article (Section 2-705).

(2) Where the seller discovers that the buyer has received goods on credit while insolvent he may reclaim the goods upon demand made within ten days after the receipt, but if misrepresentation of solvency has been made to the particular seller in writing within three months before delivery the ten day limitation does not apply. Except as provided in this subsection the seller may not base a right to reclaim goods on the buyer's fraudulent or innocent misrepresentation of solvency or of intent to pay.

(3) The seller's right to reclaim under subsection (2) is subject to the rights of a buyer in ordinary course or other good faith purchaser

under this Article (Section 2-403). Successful reclamation of goods excludes all other remedies with respect to them.

§ 2-703. Seller's Remedies in General

Where the buyer wrongfully rejects or revokes acceptance of goods or fails to make a payment due on or before delivery or repudiates with respect to a part or the whole, then with respect to any goods directly affected and, if the breach is of the whole contract (Section 2-612), then also with respect to the whole undelivered balance, the aggrieved seller may

(a) withhold delivery of such goods;
(b) stop delivery by any bailee as hereafter provided (Section 2-705);
(c) proceed under the next section respecting goods still unidentified to the contract;
(d) resell and recover damages as hereafter provided (Section 2-706);
(e) recover damages for non-acceptance (Section 2-708) or in a proper case the price (Section 2-709);
(f) cancel.

§ 2-704. Seller's Right to Identify Goods to the Contract Notwithstanding Breach or to Salvage Unfinished Goods

(1) An aggrieved seller under the preceding section may
(a) identify to the contract conforming goods not already identified if at the time he learned of the breach they are in his possession or control;
(b) treat as the subject of resale goods which have demonstrably been intended for the particular contract even though those goods are unfinished.

(2) Where the goods are unfinished an aggrieved seller may in the exercise of reasonable commercial judgment for the purposes of avoiding loss and of effective realization either complete the manufacture and wholly identify the goods to the contract or cease manufacture and resell for scrap or salvage value or proceed in any other reasonable manner.

§ 2-705. Seller's Stoppage of Delivery in Transit or Otherwise

(1) The seller may stop delivery of goods in the possession of a carrier or other bailee when he discovers the buyer to be insolvent (Section 2-702) and may stop delivery of carload, truckload, planeload or larger shipments of express or freight when the buyer repudiates or fails to make a payment due before delivery or if for any other reason the seller has a right to withhold or reclaim the goods.

(2) As against such buyer the seller may stop delivery until
(a) receipt of the goods by the buyer; or

(b) acknowledgment to the buyer by any bailee of the goods except a carrier that the bailee holds the goods for the buyer; or
(c) such acknowledgment to the buyer by a carrier by reshipment or as warehouseman; or
(d) negotiation to the buyer of any negotiable document of title covering the goods.
(3)(a) To stop delivery the seller must so notify as to enable the bailee by reasonable diligence to prevent delivery of the goods.
(b) After such notification the bailee must hold and deliver the goods according to the directions of the seller but the seller is liable to the bailee for any ensuing charges or damages.
(c) If a negotiable document of title has been issued for goods the bailee is not obliged to obey a notification to stop until surrender of the document.
(d) A carrier who has issued a non-negotiable bill of lading is not obliged to obey a notification to stop received from a person other than the consignor.

§ 2-706. Seller's Resale Including Contract for Resale

(1) Under the conditions stated in Section 2-703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with any incidental damages allowed under the provisions of this Article (Section 2-710), but less expenses saved in consequence of the buyer's breach.

(2) Except as otherwise provided in subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(4) Where the resale is at public sale
(a) only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and
(b) it must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are

perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale, and
(c) if the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and
(d) the seller may buy.

(5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section

(6) The seller is not accountable to the buyer for any profit made on any resale A person in the position of a seller (Section 2-707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subsection (3) of Section 2-711).

§ 2-708. Seller's Damages for Non-acceptance or Repudiation

(1) Subject to subsection (2) and to the provisions of this Article with respect to proof of market price (Section 2-723), the measure of damages for non-acceptance or repudiation by the buyer is the difference between the market price at the time and place for tender and the unpaid contract price together with any incidental damages provided in this Article (Section 2-710), but less expenses saved in consequence of the buyer's breach.

(2) If the measure of damages provided in subsection (1) is inadequate to put the seller in as good a position as performance would have done then the measure of damages is the profit (including reasonable overhead) which the seller would have made from full performance by the buyer, together with any incidental damages provided in this Article (Section 2-710), due allowance for costs reasonably incurred and due credit for payments or proceeds of resale.

§ 2-709 Action for the Price

(1) When the buyer fails to pay the price as it becomes due the seller may recover, together with any incidental damages under the next section, the price
(a) of goods accepted or of conforming goods lost or damaged within a commercially reasonable time after risk of their loss has passed to the buyer; and
(b) of goods identified to the contract if the seller is unable after reasonable effort to resell them at a reasonable price or the circumstances reasonably indicate that such effort will be unavailing

(2) Where the seller sues for the price he must hold for the buyer any goods which have been identified to the contract and are still in his control except that if resale becomes possible he may resell them at any time prior to the collection of the judgment. The net proceeds of any such resale must be credited to the buyer and payment of the judgment entitles him to any goods not resold.

(3) After the buyer has wrongfully rejected or revoked acceptance of the goods or has failed to make a payment due or has repudiated (Section 2-610), a seller who is held not entitled to the price under this section shall nevertheless be awarded damages for non-acceptance under the preceding section.

§ 2-710. Seller's Incidental Damages

Incidental damages to an aggrieved seller include any commercially reasonable charges, expenses or commissions incurred in stopping delivery, in the transportation, care and custody of goods after the buyer's breach, in connection with return or resale of the goods or otherwise resulting from the breach.

§ 2-711. *Buyer's Remedies in General; Buyer's Security Interest in* Rejected Goods

(1) Where the seller fails to make delivery or repudiates or the buyer rightfully rejects or justifiably revokes acceptance then with respect to any goods involved, and with respect to the whole if the breach goes to the whole contract (Section 2-612), the buyer may cancel and whether or not he has done so may in addition to recovering so much of the price as has been paid

(a) "cover" and have damages under the next section as to all the goods affected whether or not they have been identified to the contract; or

(b) recover damages for non-delivery as provided in this Article (Section 2-713).

(2) Where the seller fails to deliver or repudiates the buyer may also

(a) if the goods have been identified recover them as provided in this Article (Section 2-502); or

(b) in a proper case obtain specific performance or replevy the goods as provided in this Article (Section 2-716).

(3) On rightful rejection or justifiable revocation of acceptance a buyer has a security interest in goods in his possession or control for any payments made on their price and any expenses reasonably incurred in their inspection, receipt, transportation, care and custody and may hold such goods and resell them in like manner as an aggrieved seller (Section 2-706).

§ 2-712. "Cover"; Buyer's Procurement of Substitute Goods

(1) After a breach within the preceding section the buyer may "cover" by making in good faith and without unreasonable delay any reasonable purchase of or contract to purchase goods in substitution for those due from the seller.

(2) The buyer may recover from the seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages as hereinafter defined (Section 2-715), but less expenses saved in consequence of the seller's breach.

(3) Failure of the buyer to effect cover within this section does not bar him from any other remedy.

§ 2-713. Buyer's Damages for Non-delivery or Repudiation.

(1) Subject to the provisions of this Article with respect to proof of market price (Section 2-723), the measure of damages for non-delivery or repudiation by the seller is the difference between the market price at the time when the buyer learned of the breach and the contract price together with any incidental and consequential damages provided in this Article (Section 2-715), but less expenses saved in consequence of the seller's breach.

(2) Market price is to be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

§ 2-714. Buyer's Damages for Breach in Regard to Accepted Goods

(1) Where the buyer has accepted goods and given notification (subsection (3) of Section 2-607) he may recover as damages for any non-conformity of tender the loss resulting in the ordinary course of events from the seller's breach as determined in any manner which is reasonable.

(2) The measure of damages for breach of warranty is the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount.

(3) In a proper case any incidental and consequential damages under the next section may also be recovered.

§ 2-715. Buyer's Incidental and Consequential Damages

(1) Incidental damages resulting from the seller's breach include expenses reasonably incurred in inspection, receipt, transportation and care and custody of goods rightfully rejected, any commercially

reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

(2) Consequential damages resulting from the seller's breach include
(a) any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
(b) injury to person or property proximately resulting from any breach of warranty.

§ 2-716. Buyer's Right to Specific Performance or Replevin

(1) Specific performance may be decreed where the goods are unique or in other proper circumstances.

(2) The decree for specific performance may include such terms and conditions as to payment of the price, damages, or other relief as the court may deem just.

(3) The buyer has a right of replevin for goods identified to the contract if after reasonable effort he is unable to effect cover for such goods or the circumstances reasonably indicate that such effort will be unavailing or if the goods have been shipped under reservation and satisfaction of the security interest in them has been made or tendered. In the case of goods bought for personal, family, or household purposes, the buyer's right of replevin vests upon acquisition of a special property, even if the seller had not then repudiated or failed to deliver.

§ 2-717. Deduction of Damages From the Price

The buyer on notifying the seller of his intention to do so may deduct all or any part of the damages resulting from any breach of the contract from any part of the price still due under the same contract.

§ 2-718. Liquidation or Limitation of Damages; Deposits

(1) Damages for breach by either party may be liquidated in the agreement but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy. A term fixing unreasonably large liquidated damages is void as a penalty.

(2) Where the seller justifiably withholds delivery of goods because of the buyer's breach, the buyer is entitled to restitution of any amount by which the sum of his payments exceeds

(a) the amount to which the seller is entitled by virtue of terms liquidating the seller's damages in accordance with subsection (1), or
(b) in the absence of such terms, twenty per cent of the value of the total performance for which the buyer is obligated under the contract or $500, whichever is smaller

(3) The buyer's right to restitution under subsection (2) is subject to offset to the extent that the seller establishes
(a) a right to recover damages under the provisions of this Article other than subsection (1), and
(b) the amount or value of any benefits received by the buyer directly or indirectly by reason of the contract

(4) Where a seller has received payment in goods their reasonable value or the proceeds of their resale shall be treated as payments for the purposes of subsection (2), but if the seller has notice of the buyer's breach before reselling goods received in part performance, his resale is subject to the conditions laid down in this Article on resale by an aggrieved seller (Section 2-706)

§ 2-719 Contractual Modification or Limitation of Remedy

(1) Subject to the provisions of subsections (2) and (3) of this section and of the preceding section on liquidation and limitation of damages,
(a) the agreement may provide for remedies in addition to or in substitution for those provided in this Article and may limit or alter the measure of damages recoverable under this Article, as by limiting the buyer's remedies to return of the goods and repayment of the price or to repair and replacement of non-conforming goods or parts, and
(b) resort to a remedy as provided is optional unless the remedy is expressly agreed to be exclusive, in which case it is the sole remedy

(2) Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in this Act

(3) Consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable Limitation of consequential damages for injury to the person in the case of consumer goods is prima facie unconscionable but limitation of damages where the loss is commercial is not

§ 2-725 Statute of Limitations in Contracts for Sale

(1) An action for breach of any contract for sale must be commenced within four years after the cause of action has accrued By the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it

(2) A cause of action accrues when the breach occurs, regardless of the aggrieved party s lack of knowledge of the breach A breach of war-

ranty occurs when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance the cause of action accrues when the breach is or should have been discovered.

(3) Where an action commenced within the time limited by subsection (1) is so terminated as to leave available a remedy by another action for the same breach such other action may be commenced after the expiration of the time limited and within six months after the termination of the first action unless the termination resulted from voluntary discontinuance or from dismissal for failure or neglect to prosecute.

(4) This section does not alter the law on tolling of the statute of limitations nor does it apply to causes of action which have accrued before this Act becomes effective.

2. Answer the following questions to the text you have just read:

1. What are the seller's remedies according to the UCC?
2. What goods the seller is entitled to resale as his remedy?
3. What does it mean under UCC for a buyer to "cover"?
4. What is the minimum period of limitation allowed for the contracts for sale actions?
5. What section of UCC defines the proof of market price?

3. Mark each of the following sentences as True (T) or False (F). Be ready to support your opinion with references to the material of the chapter of your textbook and with your own argumentation, for in some cases just as in real life, there is no straightforward answer to a question:

A

1. Money damages, which are recoverable in an action at law, are sometimes sought for breach of contracts.
2. If a plaintiff has suffered not only the real damages, but also has lost some profits, the respondent can be obliged by the court to reimburse these profits.
3. While an injured party is not required to undertake undue risks, it has to make efforts to minimize his losses by all the means possible.
4. Sometimes parties can agree in advance about the sum of damages that will be awarded by the court in case of a breach of the contract.
5. Punitive damages may not be awarded in contract litigations.

B

1. Generally, as long as remedies are inconsistent, a party may pursue more than one remedy.

2. The remedy of specific performance sometimes might be available for breach of an employment contract or a contract for personal services.

3. Punitive damages are awarded in civil proceedings for the purpose of punishing s defendant.

4. In determining whether there is an adequate legal remedy, three factors are generally considered: (1) the difficulty of proving damages, (2) the difficulty of buying substantive performance with money awarded as damages and (3) the difficulty in collecting any damages awarded.

5. Contract law encourages an injured party to avoid loss wherever possible, however the injured party is under no obligation to mitigate damages.

C

1. The non-breaching party in a contract is entitled to a remedy to protect their interests.

2. The breaching party is not liable for damages they did not foresee at the time the contract was entered into.

3. Contract law encourage an injured party to avoid loss wherever possible.

4. The purpose of civil litigation is to punish a wrongdoer.

5. Punitive damages are never awarded in contract situations.

D

1. Courts are allowed to enforce decisions that violate public policy.

2. The non-breaching party of the contract is under duty to mitigate damages.

3. If the injured party has not suffered any actual loss it does not have any right to a remedy.

4. Punitive damages are usually not awarded in contract situations.

5. Specific performance is a kind of legal remedy.

E

1. A reliance interest is a loss suffered by relying on a contract.

2. The courts will not enforce the liquidated damages provision if the sum of them is deemed unreasonable in light of the expected or actual harm.

3. The only purpose of civil litigation is to punish a wrongdoer.

4. Specific performance or an injunction is an equitable remedy.
5. Restitution is the restoring to one party of what he gave to the other.

4. Give written definitions of the following terms as you remember and understand them:

A

- Restitution interest
- Litigation
- Fraud
- Substitute
- Expert testimony

B

- Memorandum
- Writ
- Fraud
- Injunction
- Promissory note

C

- Expectation interest
- Reliance interest
- Restitution interest
- Damages
- Restitution

D

- Memorandum
- Power of attorney
- Minutes
- Election of remedies
- Letter of credit

E

- Insurance
- Compensation
- Litigation
- Competitor
- Breach

5. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

In practice, very few people __1__ use of the entire judicial process Instead, most cases (2 to settle) without resort to a full-fledged trial In civil cases, __3__ trial may be both slow and expensive As the statistic __4__ judicial work load indicate, most of courts in the USA are hard pressed (5 to keep) their dockets In many areas the backlogs are so enormous that it take three to five years for a case to come to trial

Many civil suits are also exceedingly complex and include lots of people Although the following example is certainly not typical, we think it provides a vivid illustration of a complex case that (6 to tax) the resources of thousands of people

The Judicial Conference approved a recommendation that the trial __7__ *In re Washington Public Power Supply Sys Securities* Litigation (# MDL551), (8 to videotape) The case, trial of which (9 to expect) to start soon in Tucson, (10 to involve) more than 125,000 plaintiffs multi-billion dollars claims, more than 200 defendants, and the expected presence in the courtroom of more than 100 attorneys Since the trial necessarily (11 to protract) and some jurors or counsel may therefore miss a portion of it __12__ health reasons or emergencies, they (13 to give) access to the videotapes __14__ the times they were absent, but the videotapes (15 to make) public

Often __16__ expense of __17__ trial (18 to be) enough to discourage potential plaintiffs There is always the possibility of losing, even if __19__ plaintiff wins, the possibility (20 to exist) of a long wait before the judgment is satisfied – if indeed it (21 be satisfied, ever) completely In other words, a trial may simply create __22__ new set of problems for the parties concerned For all these reasons, we (23 recently, to begin, to hear) more and more about alternative methods of resolving disputes

The alternative dispute resolution (ADR) movement is now well established in the United States From major corporations to attorneys to individuals support __24__ alternative ways to resolve disputes (25 to grow) Corporate America is interested in avoiding prolonged and costly court battles as the only way to settle complex business disputes In addition, attorneys (26 to consider) more frequently alternatives such as mediation and arbitration where there is __27__ need for faster resolution of cases or confidential treatment of certain matters And individual citizens (28 to turn) increasingly

to local mediation services for help in resolving family disputes, neighborhood quarrels, and consumer complaints.

B

Another momentous innovation during the reign of Edward I was provision __1__ doing justice in situations in which the common law (2. to fail) to afford a remedy to aggrieved litigants. This supplemental system of justice (3. to administer) by the Crown through (4. a/the) Lord Chancellor and was called chancery, or equity, jurisprudence.

The remedy __5__ a breach of promise is an action __6__ the other party for damages, but such actions (7. to be) very rare in the United States today.

Article 13 of the European Convention __8__ Human Rights requires that where rights (9. to violate), persons will have an effective remedy __10__ a national authority.

If the debt arises __11__ of an ordinary business or commercial transaction, the creditor's remedy against the debtor __12__ failure to pay is to bring an action __13__ breach of contract; for certain usual types of breaches of contract, such as the failure to pay a negotiable instrument or to pay for goods purchased, highly (14. to simplify) procedures often are provided.

The civil law concerning torts attempts to remedy injuries (15. to suffer) by individuals or corporations __16__ forcing the party who caused the harm to compensate (17. a/the) victim.

C

Use the following words:

1) force; 2) ordinary; 3) civil; 4) affected; 5) adopted; 6) legal; 7) dominated; 8) studied; 9) equals; 10) drafted; 11) emperor

The laws of much of continental Europe (particularly France), of Quebec in Canada, and of much of Latin America – along with the _____ laws of Louisiana owe their modern form largely to the work of a man who never even _____ law.

Napoleon Bonaparte, established in 1800 five commissions to refine and organize the disparate _____ systems of France. The result, enacted in 1804, was the Napoleon's Code.

Some of its original 2,281 articles were _____ by Napoleon himself, and all were _____ by his thinking, even though he was completely self-taught in legal matters. The code was a triumphant attempt to create a legal system that treated all citizens as _____ without regard to their rank or previous privileges. It was also so

clearly written that it could be read and understood by _____ people at a time when only Latin scholars could make sense of the earlier laws handed down since Roman times. The code was _____ intact in most of the areas of Europe that Napoleon _____ and spread from there across the Atlantic, taking root particularly in French-speaking American communities. Many of its principles are still in _____ today.

D

__1__ great importance in international trade is (2. a/the) letter of credit. The seller, having sent the goods __3__, (4. to fulfil) his part of the contract and seeks payment. The buyer, not having received the goods and being unable to inspect them, will be reluctant to pay. To overcome this difficulty, the buyer and seller make arrangements to have intermediaries operating in each of (5. —/the) two countries involved make settlement. The buyer instructs his bank to issue a letter of credit authorizing payment to be made to the seller when the latter's part of the contract (6. to fulfil) (usually when the seller (7. to dispatch) the correct quantity of conforming goods). The buyer's (or issuing) bank ascertains __8__ or not this has been done by obtaining the cooperation of a bank in the seller's country. This bank (the "corresponding" bank), having inspected all the relevant documents of title and bills of lading to ensure that the seller (9. to perform), makes payment to the seller, often by means of a bill of exchange or other credit device. The document of title, bills of lading, and so forth are then mailed to the buyer. The buyer then reimburses his bank, which __10__ turn reimburses the corresponding bank __11__ making payment to the seller.

In no other branch of international trade have the efforts at unification of law been more successful than in that __12__ letters of credit. In 1933 (13. a/the/—) International Chamber of Commerce in Paris published the Uniform Customs and Practice for Documentary Credits, which was revised in 1951, in 1962, and once again in 1983. It (14. to adopt) by banks and by banking associations in almost all countries of the world.

Negotiable instruments are used __15__ purposes of payment or credit and __16__ security. Sometimes one instrument may perform all three functions. A typical "trade bill" used in connection with an inland or an export sale serves as an example of this: the seller, according to a clause of the contract of sale, may draw a bill on the buyer (that is, prepare a "promise to pay" that the buyer must sign) or, in the case of an overseas buyer, on a bank acting __17__ the buyer, payment to be made __18__ the agreed time (such as 30, 60, or 90 days after delivery). The buyer or his bank signs the bill as drawee and __19__ becomes acceptor. On return of the instrument the seller may use this accepted bill to pay his own debts or may sell it to his

bank (discounting). The buyer may also, although this is not typical for commercial transactions, draw a check __20__ his own bank and send it to the seller.

E

Let me pay __1__ the damage.

People without insurance had (2. to pay) for their own repairs.

The firm has better products __3__ its competitors.

This could cause serious damages __4__ his reputation.

The government has sought __5__ injunction preventing the paper from publishing the story.

He was found guilty __6__ fraud.

Never pay the advertised price for a car – always try (7. to bargain).

Dealers bargain with growers over the price __8__ coffee.

Her action was in open violation __9__ of the treaty.

After a period __10__ decline, the economy is beginning to recover.

6. Translate the following English sentences into Ukrainian:

A

1. With respect to the whole undelivered balance, the aggrieved seller may withhold delivery of goods.

2. Where the seller discovers the buyer to be insolvent he may refuse delivery except for cash including payment for all goods theretofore delivered under the contract.

3. Sale may be as a unit or in parcels and at any time and place and on any terms but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable.

4. When the buyer fails to pay the price as it becomes due the seller may recover, together with any incidental damages under the next section, the price of goods accepted or of conforming goods lost or damaged within a commercially reasonable time after risk of their loss has passed to the buyer.

B

1. A breach of a contract may constitute a tort.

2 Under the UCC a party is required to make "an election of remedies".

3. In real property transactions only the remedy of specific performance is adequate and available.

4. An aggrieved seller under the preceding section may identify to the contract conforming goods not already identified if at the time he learned of the breach they are in his possession or control.

5. A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer.

C

1. The aim of specific performance ordered by the decree of the court is to preclude a party from specific actions.

2. Restitution is a proper remedy in situations involving voidable contracts where one party is attempting to avoid the contract.

3. A party may pursue more then one remedy as far as these remedies are ordered by a court or agreed by parties in advance.

4. Money damages, which are recoverable in an action at law, are very rarely sought for breach of contracts.

5. Specific performance is an equitable remedy wherein a court issues a decree ordering a breaching party to perform a contract, which he obligated himself to perform.

D

1. A letter of credit is essentially an authorization made by a buyer to his agent to make payment to a seller, which comes into use when there is a substantial time lag between the dispatch of goods by a seller and their receipt by the buyer.

2. The negotiable instrument, which is essentially a document embodying a right to the payment of money and which may be transferred from person to person, developed historically from efforts to make credit instruments transferable.

3. On receiving the goods alongside or on board, a dock or mate's receipt is issued and is later turned in for the bill of lading proper, which is a receipt for goods delivered for transportation by a ship.

4. The warehouse receipt is a document that shares the essential traits of a bill of lading, except that the duty to transport the goods is replaced by an obligation to store them.

5. Whereas negotiable instruments embody a claim for the payment of money, documents of title embody claims to goods.

E

1. An aggrieved party may pursue more than one remedy.

2. The non – breaching party in a contract is entitled to a remedy to protect expectation, reliance and restitution interests.

3. Punitive damages are awarded in civil cases where a defendant has acted willfully and maliciously.

4. A breach of the contract may constitute a tort.

5. He sued the company and won $5000 damages.

7. Translate the following Ukrainian words or sentences into English:

A

Угода; установчий договір; свідоцтво; пакт; платіжна вимога; вексель; акредитив; ліцензія; ухвала; наказ; конвенція; протокол; реєстр; доручення; декларація; реституційний інтерес; вигода; штрафні збитки; сторона, якій завдано шкоду; витрати; оплата; належні заходи; судова заборона; спір; спосіб виконання; анулювання; закон про позовну давність; страхове покриття; домовлятись (про щось); зменшувати; виконувати; утримувати (від чого-небудь); відшкодовувати; забороняти; відповідальний; достатній; умисний; рівноцінний; невідповідний.

B

Установчий договір; угода; Зведений комерційний кодекс; судова заборона; свідоцтво; уникнення; пакт; виконання; стримувати; простий вексель; заперечний; акредитив; зменшувати; ліцензія; відповідальний; ухвала; свідомий; наказ; передбачати; конвенція; укладати; протокол; погоджуватись; реєстр; становити; доручення; порушувати; декларація; адекватний; реституційний інтерес; збитки; вигода; шкода; штрафні збитки; що не має позовної сили; сторона, якій завдано шкоду; квитанція за перевищення швидкості; витрати; оплата; зазнати (збитків); належні заходи; номінальні збитки; присуджувати; спір; судова повістка; спосіб виконання; анулювання; закон про позовну давність; накладна; страхове покриття; компенсація; домовлятись (про щось); ордер на арешт; свідчення експерта; виконувати; контракт; засіб правового захисту; відшкодовувати збитки; забороняти; відповідальний; достатній; умисний; рівноцінний; невідповідний.

C

1. У разі невиконання або неналежного виконання зобов'язання боржник зобов'язаний відшкодувати кредиторові завдані цим збитки.

2. Боржник не звільняється від відповідальності за неможливість виконання грошового зобов'язання.

3. Суд має право у виняткових випадках з урахуванням інтересів сторін, що заслуговують на увагу, зменшити належну до сплати кредиторові неустойку.

4. За грошовим зобов'язанням боржник не повинен платити відсотки за час прострочення кредитора.

5. Зобов'язання припиняється за неможливістю виконання, якщо воно викликане обставинами, за які боржник не відповідає.

D

1. Обов'язковою підставою відшкодування збитків є порушення договірних зобов'язань.

2. Цивільний делікт не належить до сфери регулювання контрактного права.

3. Відповідно до українського законодавства, відшкодування збитків у натурі має пріоритет перед грошовою компенсацією.

4. Спосіб відшкодування збитків визначається судом і може бути змінений на вимогу позивача на судовому засіданні.

5. Двостороння реституція є найпоширенішим наслідком недійсності угоди.

E

1. Метою цивільного процесу є не покарання порушника, а відшкодування збитків потерпілої сторони.

2. Штрафні збитки присуджуються до відшкодування в цивільних справах з метою покарання відповідача.

3. Спеціальне виконання – це справедливий засіб судового захисту, коли суд присуджує стороні, яка завдала шкоди, виконати свій обов'язок за контрактом.

4. Засіб судового захисту у вигляді спеціального виконання не підходить у випадку порушення трудового контракту чи контракту щодо особистої послуги.

5. Реституція – повернення одній стороні того, що вона дала іншій стороні.

8. Insert the correct words into the legal document text, given below:

LETTER TREATING BREACH OF CONTRACT AS REPUDIATION AND CLAIMING DAMAGES

Date _____

To _____

Dear _____

We refer to the _____ between us, under the term of which you agreed to _____ the following:

_____

_____

We regard you have failed to perform your obligation under the contract in the following _____:

_____

_____

_____

Despite our previous protests you have not made _____ your failure. We have considered the matter fully and conclude that your failure is a _____ by you of your obligations under the contract. We consider the contract _____ because of your conduct. We are taking _____ from our _____ as to the remedies available to us and you will hear from them shortly.

Yours sincerely

_____

1) good; 2) perform; 3) contract; 4) advice; 5) terminated; 6) respects; 7) repudiation; 8) solicitors.

9. Translate the following Ukrainian legal document text fragment into English:

A

БОРГОВЕ ЗОБОВ'ЯЗАННЯ – СПЛАЧУВАНЕ З ВІДСОТКАМИ ТА НА ВИПЛАТ

1 030 фунтів стерлінгів

[*Прізвище та ім'я особи, яка видала боргове зобов'язання*]
(*дата*)

Я (*або* ми солідарно) обіцяю сплатити [*прізвище та адреса платника*] суму в одну тисячу тридцять фунтів стерлінгів чотирма частинами по двісті фунтів стерлінгів кожна, що сплачуються _____ та _____ відповідно, а також однією частиною в двісті тридцять ф. ст. _____ [*або* щотижневими внесками по 20 ф. ст. кожен та одним внеском у 10 ф. ст. кожної п'ятниці, починаючи з _____] [з відсотками на залишок ще не погашеного рахунку на даний момент, які виплачуються за ті дні з розрахунку 10 % річних]. А у випадку несплати будь-якої частини, сплатити вам на вимогу весь несплачений до цього залишок рахунку (з відсотками на дату платежу) незалежно від того, чи було звільнення від яких-небудь попередніх часткових платежів.

(Підпис особи, яка видала боргове зобов'язання)

B

ФОРМИ ІПОТЕЧНИХ ЗАСТАВ

1. *Угода про позичку.* Позичкодавець (Позичкодавці) укладає (укладають) з Позичальником угоду про надання йому позички в розмірі _____ фунтів стерлінгів ("Основна сума") (з грошових коштів, що належать їм на підставі спільного рахунку) з поверненням цих грошей з відсотками, гарантованими як зазначено нижче.

2. *Угода про забезпечення непогашеного боргу.* Позичальник винен Позичкодавцю суму в розмірі _____ фунтів стерлінгів ("Основна сума"), й було досягнуто домовленості про те, що, враховуючи утримання Позичкодавця від примусового негайного відшкодування боргу, його виплата з відсотками буде забезпечена як зазначено нижче.

3. *Отримання позички.* Позичальник (Позичальники) підтверджує (підтверджують) отримання Основної суми [*або, якщо нема декларативної частини й даний вираз не був визначений, суму в розмірі* _____ фунтів стерлінгів ("Основна Сума") сьогодні _____ (*дата*), надану йому (їм) у вигляді позички, Позичкодавцем] [і Поручителі підтверджують її сплату Позичальнику].

4. Підтвердження наявного боргу. Позичальник (Позичальники) (та Поручителі) підтверджує (підтверджують), що він (вони) (Позичальник) (Позичальники) винен (винні) Позичкодавцю суму в розмірі _____ фунтів стерлінгів ("Основна сума").

10. Translate the following English legal document text fragment into Ukrainian:

NOTICE OF TRADE TERM VIOLATIONS

Date _____

Re: _____

To _____

Dear _____

We routinely review all our accounts. We have found a record of irregular payments on your account, which frequently leaves balances unpaid beyond our credit terms.

Whilst we value your continued custom, we would also appreciate payment within our agreed credit terms. We look forward to your future co-operation in this matter.

Yours sincerely,

Mid-term Test

1. Give written definitions of the following terms as you remember and understand them:

A
- Legal system
- Lawyer
- Crime
- Tort

B
- Strict liability
- Preponderance of evidence
- Summons
- Deposition

C
- Standing to sue
- Rent-a-judge procedure
- Rain check
- Infliction

D
- To jump bail
- Coroner
- To dissent
- Probation officer

E
- Aleatory
- *Ipso jure*
- Counteroffer
- Action *ultra vires*

F
- Void contract
- Intoxication
- Defense of entrapment
- Warrant

2. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

Rather then pursue imponderables, __1__ backward step may serve to clarify issues. One way to come __2__ grips with economic issues involved in reciprocity is (3. to view) reciprocity from the perspective of last century. A classic nineteenth-century free-trade position called __4__ unilateral abolition __5__ tariffs. Holders of that position rejected the need for reciprocal tariff cuts __6__ trading partners, and in that sense were anti-reciprocity. Many advocates of that position based their arguments on the proposition that __7__ country would secure economic gains through free trade, whatever the trade policies of the countries.

In terms of pure economics, however, __8__ superiority from a national standpoint of free trade over protection can only be demonstrated __9__ quite limited circumstances. The proposition ignores the possibility that a country can shift its terms of trade with the rest of the world in its own favor by imposing __10__ tariff on imports, thereby gaining __11__ the experience of the rest of the world. Even if a country will gain by eliminating its tariff, moreover, __12__ country that can influence its terms of trade will gain more if it can arrange matters so that other countries remove or reduce their tariffs at the same time – that is, __13__ reciprocity.

More sophisticated nineteenth-century advocates of unilateral free trade concerned both of these points, but were not impressed with __14__ terms-of-trade argument, either on moral grounds or __15__ terms of the practicality of calculating or implementing it. And the antireciprocitarians observed that __16__ government could spend decades trying to link lower tariffs at home with lower tariffs abroad – all __17__ while maintaining its own, probably costly, tariff. Our own tariff, they said, can be eliminated now, without any negotiations __18__ other governments. Forgoing __19__ present gains available form unilateral action for the prospect of even greater gains that may never come, they said, is not smart. Unless there is good reason to suppose that reciprocal tariff cuts can be arranged in the very near future, they concluded, unilateral free trade is a better policy than __20__ indefinite wait for reciprocal concessions. That conclusion may be correct. Right or wrong, however, it does not derive from economic logic, but from judgment.

B

Private law has also (1. to operate) to provide general guidelines and security __2__ private arrangements and interactions in ways that are complementary __3__ morality and custom but that are not necessarily enforceable __4__ a court of law, such as non-contractual promises and agreements within an association __5__ private individuals.

The private sphere (6. to include) individuals and a vast array __7__ groups, associations, organizations, and special legal entities such as corporations.

Even __8__ its most modern developments, international law is almost wholly (9. to base) on custom.

The United Nations is one __10__ the primary mechanisms that (11. to articulate) and create international law.

You (12. not to need) a lawyer if there's not enough __13__ stake to justify the time and expense of hiring a lawyer.

__14__ civil-law countries, separate administrative courts (15. to adjudicate) claims and disputes between the various branches of government and citizens, and many lawyers specialize __16__ public law.

The rules of procedure and jurisdiction (17. to determine) the court or administrative agency that may (18. to handle) a claim or dispute; the form of the trial, hearing, or appeal; the time limits involved; and so __19__.

Cases (20. to involve) a few thousand dollars or less can generally be handled __21__ small claims court, often __22__ the assistance of a lawyer.

Modern legislatures and administrative agencies (23. to produce) a much greater quantity of formal law, but the judiciary (24. to remain) very important because of the continued vitality of the common-law approach even __25__ matters of constitutional and statutory interpretations.

The Justinian Code, or Corpus Juris Civilis, was a mammoth legal project (26. to undertake) by 6th-century Byzantine (Eastern Roman) Emperor Justinian I.

C

In the USA, Britain, and many other English-speaking countries, the law of Habeas Corpus (1. to become) law because of wild party held __2__ prison without trial. Habeas Corpus became law because __3__ a wild party held in 1621 __4__ the London home of a notoriously rowdy lady, Alice Robinson. When a constable (5. to appear) and (6. to ask) her and her guests to quiet __7__, Mrs. Robinson

allegedly swore at him so violently that he (8. to arrest) her, and the local justice of the peace committed her to jail.

When she was finally brought __9__ trial, Mrs. Robinson's story __10__ her treatment __11__ prison caused an outcry. She had been put __12__ a punishment diet of bread and water, forced to sleep __13__ the bare earth, stripped, and given 50 lashes. Such treatment (14. to be) even by the harsh standards of the time; what (15. to make) it worse was that Mrs. Robinson was pregnant.

D

Private law, which deals __1__ the relations between private (that is, nongovernmental) persons, whether individuals or corporate bodies, has __2__ its corollary the rules of civil procedure.

Because (3. a/the) object of judicial proceedings is to arrive __4__ the truth using the best available evidence, there must be procedural laws __5__ evidence to govern the presentation of witnesses, documentation, and physical proof.

__6__ the distinctions between civil and common law, some trends toward a convergence of procedure (7. to exist).

Because the jury decides questions __8__ fact __9__ the judge decides only questions __8__ law, in common-law procedure a clear distinction must (10. to draw) from the beginning between factual and legal issues.

All persons recognized __11__ by law, including corporations and even groups of individuals without formal corporate status, may, at least __12__ the abstract, assert their rights in court and are liable to suit __13__ others.

Legal systems quite generally (14. to provide) so-called provisional remedies that enable the plaintiff to obtain some guarantees that any judgment obtained against the defendant (15. not to be) __16__ vain.

Many of the procedural rules governing trials in civil actions (17. to design) to reflect the basic premise that the function of the jury is to determine the facts of the case, __18__ the function of the judge is to determine the applicable law and to oversee the parties' presentation of the facts __19__ the court.

E

Civil law is a law that deals __1__ the private rights of citizens, rather than __2__ crime. The case moves to the trial stage __3__ the completion of discovery. Tort is a private or civil wrong or injury including action for bad faith breach __4__ contract for which __5__ court will provide a remedy __6__ the form of an action for damages. The unique quality of public recognition is usually associated __7__ the power of state. Legislature is a body of people __8__ the power to

make and change laws. This could cause serious damages __9__ his reputation. The court has no jurisdiction __10__ foreign diplomats. __11__ the one hand, the accused was in the state of intoxication when committing the crime, __12__ the other hand, he has an unassailiable alibi. Executive power is an authority vested in executive department of federal or state government (13. to execute) laws. It's common for court rulings to be challenged and reversed __14__ later courts.

3. Translate the following English sentences into Ukrainian:

A

1. The federal government's power to regulate business activity, based on the Commerce Clause of Article 1 of the Constitution, is nominally confined to interstate commerce, the flow of commercial enterprise across the state lines.

2. If the case is to be tried by a jury, the judge and the lawyers will question prospective jurors to ensure an unbiased jury. After the selection is completed, the lawyers will make an opening statement and will then proceed to cal their witnesses and present their evidence. After the direct testimony of each witness is concluded, the opposing lawyer may cross-examine the witnesses in an attempt to clarify issues or to impeach the witness's credibility.

3. The criminal law recognizes certain excuses that may limit or overcome criminal responsibility. In rare instances, mistake of law may serve as an excuse; more common is ignorance or mistake of fact. The defense of entrapment may also be used to escape criminal responsibility.

4. In addition to the fault dimension, tort liability may be viewed in terms of the type of injury caused or in terms of justifications which might excuse the commission of an apparent wrong.

5. The intermediate courts are relative newcomers to the state judicial scene. Only thirteen such courts existed in 1911, whereas thirty-nine states created them by 1995. Their basic purpose is to relieve the workload of the state's high court.

B

1. Law develops as society evolves. Historically, the simplest societies were tribal. The members of the tribe were bonded together initially by kinship and worship of the same gods. Even in the absence of courts and legislature there was law – a blend of custom, morality, religion, and magic. The visible authority was the ruler, or chief; the ultimate authorities were believed to be the gods whose will was

revealed in the forces of nature and in the revelations of the tribal head or the priests.

2. In broad terms, substantive law defines the rights and duties of persons; procedural law defines and deals with procedures for enforcing those rights and duties.

3. In modern societies, some authorized body such as a legislature or a court makes the law.

4. Public law concerns the relationships within government and those between governments and individuals.

5. You need a lawyer when you are charged with a crime, you think you may be charged with a crime, or you are under investigation by the police. In criminal law, where the procedures are complex and the stakes are high, it's best to get advice from a lawyer.

C

1. Representing a client in a trial is only one of many functions that lawyers today perform. They also act as negotiators, counselors, draftsmen and lobbyists.

2. It is the major function of the Constitution of the newly independent Ukraine to put limitations on the power of government, both central and local, to interfere with individual liberties and economic freedoms of individuals, groups, and institutions.

3. It being foreseen in the Constitution the court system from the third branch of government in the USA, which branch is even viewed by some legal scholars as the most prospective one.

4. The nature of law is complex.

5. The U.S. Immigration and Naturalization Service lists the names of organizations that provide free or reduced-cost legal advice on immigration issues.

D

1. Human rights refer to a wide continuum of values that are universal in character and in some sense equally claimed for all human beings.

2. The participating governments solemnly declared "their determination to respect and put into practice," alongside other "guiding" principles, "respect [for] human rights and fundamental freedoms, including the freedom of thought, conscience, religion or belief" and "respect [for] the equal rights of peoples and their right to self-determination."

3. The principles, policies, and rules of property law deal with the relationships between and among members of a society with respect to "things", which may be tangible, such as land or a factory or a diamond ring, or they may be intangible, such as stocks and bonds or a bank account.

4. The 1958 Geneva Convention on the High Seas intends to be declaratory of general international law when it defines the offense of piracy.

5. In most countries airports may be privately, municipally, or nationally owned and operated, and the siting of an airport may be subject to town and country planning or zoning regulations.

E

1. Three major Ukrainian sources of law are constitutional law, enactments of legislature, administrative regulations.

2. Trial is a formal examination of evidence in a lawcourt by a judge and often a jury to decide if a person accused of a crime is guilty or not.

3. The parties in a criminal case are represented by the prosecutors and lawyers for the defense.

4. Injury is the invasion of any legally protected interest of another.

5. Administrative law is a body of law created by administrative agencies in the form of rules, regulations, orders and desicions to carry out regulatory powers and duties of such agencies.

6. A breach of the contract may constitute a tort.

4. Translate the following Ukrainian sentences into English:

A

1. Україна належить до країн континентальної системи права. Це означає, що на її території не діють прецеденти як джерело права. Основними джерелами права є закони та підзаконні нормативні акти. Локальне нормотворення дозволяється лише в окремих галузях права.

2. Судова система включає суди загальної та спеціальної юрисдикції. Ці суди можуть існувати на різних територіальних рівнях і залежно від цього мають різні повноваження. Суди можуть виконувати роль першої, апеляційної чи касаційної інстанції з певних видів справ.

3. Відповідно до рішення Конституційного Суду України дозволено представництво осіб у судах України не лише адвокатами, тобто особами, які склали відповідний професійний іспит та отримали ліцензію, а й іншими особами, котрі діють як громадські захисники.

4. Система кримінального права України як навчальної дисципліни передбачає розподіл на два великі блоки: Загальну та Спеціальну частини. Загальна частина вивчає загальні питання кримі-

нального права, такі як поняття злочину, кримінальної відповідальності, звільнення від відповідальності, види покарань, порядок призначення покарань, судимість, заходи виховного характеру, лікувальні заходи тощо.

5. У процесі правовідносин між сторонами можуть виникати зобов'язання особливого роду, причиною яких є вчинення однією зі сторін порушення приписів правової норми. Такі зобов'язання мають назву деліктних і регулюються положеннями Цивільного кодексу. Наслідком вчинення делікту є виникнення в суб'єкта правопорушення обов'язку відшкодувати завдану шкоду, а також втрачену вигоду другої сторони та інші види шкоди, які можуть бути передбачені законодавством чи вказані сторонами у договорі, укладеному між ними.

B

1. Основним Законом України є її Конституція, яка була прийнята на п'ятій сесії Верховної Ради України 28 червня 1996 року. У цьому документі було закріплено такі вихідні теорії державництва як теорія розподілу влади та захисту прав, свобод і законних інтересів людини. Таким чином, державна влада в Україні здійснюється на засадах її поділу на законодавчу, виконавчу та судову. Главою Української Держави виступає Президент України. Єдиним органом законодавчої влади в Україні є парламент – Верховна Рада України.

2. Система судів загальної юрисдикції в Україні будується за принципами територіальності й спеціалізації.

3. Формальні юридичні приписи та дії зазвичай відрізняються від інших засобів соціального контролю та спрямування людської поведінки, таких як мораль, громадська думка, звичаї та традиції.

4. Право – це сукупність офіційних приписів, правил та інструкцій, які загалом закріплюються у конституціях, законодавстві, судових рішеннях (в англосаксонській правовій системі) та інших актах, які використовуються з метою регулювання відносин у суспільстві та контролю за поведінкою його членів.

5. У деяких країнах зберігається змішана правова система, що поєднує елементи цивільного права з іншими правовими впливами. Наприклад, правова система Шотландії включає елементи як цивільного, так і загального права.

C

1. Права і свободи людини та їх гарантії визначають зміст і спрямованість діяльності держави.

2. Цивільне право зазвичай порівнюються із загальним правом – системою, яка розвинулась у середньовічній Англії і яка є

основою всієї правової системи у Великій Британії, Канаді та Сполучених Штатах.

3. Найочевиднішою характеристикою цивільно-правової системи є наявність писаних кодексів права. Кодекс становить систематичну та вичерпну компіляцію правових правил і принципів.

4. Місцеве самоврядування здійснюється територіальною громадою в порядку, встановленому законом, як безпосередньо, так і через органи місцевого самоврядування: сільські, селищні, міські ради та їх виконавчі органи.

5. Цивільно-правова традиція виявляє різку відмінність між приватним та публічним правом.

D

1. Особливістю цивільного судочинства є рівність сторін навіть у тих випадках, коли позивачем чи відповідачем виступає держава; в кримінальному судочинстві сторони нерівноправні – представник держави обвинувачує, фізична особа захищається.

2. Інститут позасудового врегулювання господарських та цивільних спорів є потужним інструментом розвантаження державних судів і прискорення процесу судочинства, який, проте, досі не знайшов належного закріплення в українському законодавстві.

3. В новітній Конституції України як суверенної і незалежної держави знайшла правове вираження найбільш демократична теорія природного права.

4. Правові норми, що регулюють цивільну відповідальність як відповідальність передусім майнову, поділяються на два великі інститути: договірну та позадоговірну відповідальність.

E

1. У Конституції України закріплені теорії поділу влади (на законодавчу, виконавчу, судову) та захисту прав і свобод людини і громадянина.

2. Кожна сторона у двосторонньому договорі є одночасно і кредитором і боржником, якщо обіцяє виконати певну дію та отримує обіцянку виконати певну дію.

3. В усіх судових системах є дві головні судові функції: вирішення справи по суті та перегляд її за апеляцією.

4. Відповідальність без провини є основним положенням у цивільному праві України.

5. Необхідними елементами на етапі укладання угоди є оферта та акцепт.

6. Реституція – повернення одній стороні того, що вона дала іншій стороні.

5. Insert the correct words into the legal document text, given below:

DEMAND TO ACKNOWLEDGE DELIVERY DATES

Date 22 December 2002

To XXX Ltd.

Dear Sirs,

We request that you _____ and specify delivery _____ in respect of our order dated 1 December 2002, and further confirm that you will _____ by those arrangements.
Failure to provide this confirmation shall constitute a _____ of contract and we shall no longer consider ourselves _____ by this contract. Further, we shall _____ you responsible for all resultant _____ as provided by law.
Please confirm _____ dates, in writing, no later than 31 December 2002.

Yours sincerely

1) hold; 2) delivery; 3) confirm; 4) damages; 5) arrangements; 6) bound; 7) abide; 8) breach

6. Translate the following English legal document text fragment into Ukrainian:

NOTICE TO CANCEL DELAYED GOODS

Date 22 December 2002

Re: Order No. 3566/34

To XXX Ltd.

Dear Sirs,

Reference is made to our purchase order or contract dated 1.01.02, a copy of which is enclosed.
Under the terms of the order, the goods were to be delivered by 20 December 2002. Due to your failure to deliver the goods within the required time, we hereby cancel this order, reserving such further rights as we may have.
If the above goods are in transit, they shall be refused or returned at your expense and we shall await delivery instructions.

Yours sincerely

Final Test

1. Give written definitions of the following terms as you remember and understand them:

A

- Judicial review
- Witness
- Failure
- Malpractice
- Legislature
- Letter of credit
- Rain check
- Substitute performance

B

- Aleatory contract
- Irreparable damages
- To adjudicate
- Administrative remedy
- Fabricated fact
  Quasi-contract
- Voidable contract
- Mailbox rule

C

- Preponderance of the evidence
- Standing to sue
- Deposition
- Lack of mental capacity
- Sovereign immunity
- Proximate cause
- Defamation
- Reasonable man standard

D

- Summons
- Medical malpractice
- The defense of entrapment
- Certiorari
- Appellee

– Force majeure
– Action *ultra vires*
– Aleatory

E

– Substantive law
– Appellate court
– Defense of entrapment
– Liable
– Letter of credit
– Speculative transaction
– Breach of contract
– Branch of government

2. Insert the pertinent articles and prepositions, as well as correct grammatical forms, into the sentences, given below:

A

The particular price comparison is relevant __1__ both hedgers and speculators, because they both view transactions in a futures market __2__ substitutes for deferred transactions in a spot market. A long hedger, for example, has a choice between contracting now to buy later or waiting to buy later, and a short hedger has a choice between contracting now to sell later or waiting to sell later. It makes sense, therefore, that both hedgers and speculators __3__ compare current settlement prices with expected future spot prices when deciding whether to assume positions __4__ futures contracts.

The decision to use the "independent regulatory commission" format (5. to be said) often to reflect __6__ faith in the possibility of expert, as distinct from political, judgment __7__ matters of public importance. No clear pattern is observable, however, in the assignments __8__ responsibility Congress has made: both the independent Federal Trade Commission and the Department of Justice are responsible for aspects of anti-trust policy; both the independent Federal Reserve Board and the Treasury Department's Controller of the Currency have important responsibilities for banking regulation (along with __9__ number of other agencies); the Department of Health and Human Welfare's Food and Drug Administration, the executive Environmental protection Agency and the independent Nuclear Regulatory Commission all have responsibilities for 10) (to assess) and (11. to control) the possibly harmful activities of high-technology industries. The preceding description __12__ suggest that elements of

independence are present in the operative bureaus even of cabinet departments.

Once the appropriate court (13. to determine) and the complaint (14. to file), the court clerk will attach a copy of the complaint to a summons, which (15. to issue) then to the defendant. The summons may be served by personnel __16__ the sheriff's office, a U.S. marshal, or a private process-service agency. The summons directs the defendant to file __17__ response, known as a pleading, within a certain period of time (usually thirty days). If the defendant does so, then he or she may be subject to __18__ default judgment.

One of our primary themes is that a significant amount of discretion exists __19__ all levels of the judicial process. We also demonstrate that the way in which decision makers exercise this discretion is __20__ function of their values and attitudes. Because attitudes __21__ consensual, or victimless, crimes vary significantly among police officers, the public __22__ large (and the potential jurors they represent), and judges, it is not surprising that studies reveal large differences in the way our judicial system treats participants __23__ consensual criminal activity.

Most states have one set of major trial courts that handle the more serious criminal and __24__ cases. In addition, in many states special categories, such as juvenile criminal __25__, domestic relation cases, and probate cases, are under the jurisdiction of the general trial courts. In majority of __26__ states these courts also have an appellate function – they hear appeals __27__ certain types of cases that originate in trial courts of limited jurisdiction. The judges at this level are required by law to have law degrees. These courts also maintain clerical help because they are courts of __28__.

When the conciliator receives factual information concerning the dispute from a party, he discloses the substance of that information to the other party __29__ that the other party may have the opportunity to present any explanation which he considers appropriate. However, when a party gives any information to the conciliator subject to a specific condition that it (30. to keep) confidential, the conciliator does not disclose that information to the other party.

B

Law, body of official rules and regulations, generally (1. to find) in constitutions, legislation, judicial opinions, and (2. a/the) like, that is used to govern a society and to control the behavior __3__ its members.

Some scholars define a constitution as (4. a/the) (5. to write) instrument agreed __6__ by the people of a union (e. g. United States Constitution) or a particular state, as (7. a/the) absolute rule of action and decision __8__ all departments (e. g. branches) and

officers of the government in respect __9__ all the points covered by it, which must be in force until it shall be changed __10__ the authority which (11. to establish) it (e. g. by amendment), and __12__ opposition to which an act or ordinance of any such department or officer is null and void.

A professional who (13. to injure) a client by providing care that is below (14. a/the) standard for that profession commits (15. a/the) tort of malpractice. The law requires a professional to act based __16__ the skill and knowledge necessary for his or her profession, rather than the typical reasonable and prudent standard (17. to apply) in general negligence cases.

The jurisdiction __18__ federal law enforcement agencies (19. to limit) to the government's power __20__ regulate interstate commerce, impose taxes, and enforce constitutional and federal law.

Evidence and arguments are generally presented __21__ counsels for the defendant and the plaintiff (the instigating party __22__ a case) in such (23. a/the) manner, and __24__ the rules (25. to govern) judicial procedure, that a judge or jury may (26. to convince) of its truth.

Criminal law (27. to seek) to protect (28. a/the) public from harm __29__ inflicting punishment __30__ those who (31. already to do) harm and __32__ threatening with punishment those who (33. to tempt) to do harm.

No punishment (34. to ever possess) enough power of deterrence to prevent the commission of crimes. __35__ the contrary, whatever the punishment, once a specific crime has appeared __36__ the first time, its reappearance (37. to be) more likely than its initial emergence could ever have been.

The law is basically concerned __38__ whether proper standards (39. to apply) by administrative agencies in (40. to exercise) their powers and in making and enforcing regulations.

Policemen so cherish their status __41__ keepers of the peace and protectors of (42. a/the) public that they have occasionally been known to beat __43__ death those citizens or groups that question that status.

Contracts are often classified as either contracts __44__ specialty or simple contracts. Another class of obligations, sometimes (45. to refer) to as contracts of record, are conclusive legal obligations (46. to create) by the judgment or order of a court of record.

C

Juries first (1. to come) into being in Normal Britain because __2__ the Church. In medieval Europe, trials were usually decided __3__ ordeals – in which it (4. to be believed) God intervened, revealing the wrongdoer and (5. to uphold) the righteous. In the

ordeal __6__ water, __7__ instance, a priest admonished the water not to accept a liar. The person whose oath (8. to be tested) was then thrown __9__. If he floated, his oath (10. to deem) to have been perjured. If he (11. to tell) the truth, he might drown but his innocence (12. to be) clear.

In 1215, however, the Catholic Church (13. to decide) that trial by ordeal was superstition, and priest were forbidden (14. to take) part. As a result, a new method __15__ trial was needed, and the jury system (16. to emerge).

D

Since about 1800 most countries (1. to bring) their legal professions under systems of statutory control __2__ three main principles: admission __3__ practice automatically and compulsorily makes the lawyer a member of an appropriate professional association; those associations (4. to give) substantial powers in relation to legal education, admission to practice, and the disciplining of the profession, but they are subject to overriding powers vested __5__ the courts and/or (especially in the Romano-Germanic systems) __5__ government legal departments; the practice of law __6__ reward is prohibited to persons not admitted __7__ the system. In the United States about half of the states have such a system, which is known as the "integrated bar"; in the other states bar associations are voluntary and have few controlling powers. England (8. to retain) the traditional Inns of Court for barristers, but solicitors are subject to a statutory system __9__ above. In some countries (e. g., France) professional organization is regionalized to correspond __10__ judicial organization, and in some federal countries (e. g., the United States) professional control is vested __5__ the states; such situations create the problem of a national organization that is generally a voluntary federation of regional bodies and __11__ lacking __12__ compulsive authority. The American Bar Association, established in 1878, is a leading example. In other federal countries (e. g., Germany and India) the central government (13. to create) national law associations responding to the need __14__ a system of control. The law associations, apart __15__ the functions already mentioned, help their members to understand and apply professional ethics, and they develop canons of ethics to cover new problems. They are often active __16__ the prohibition of legal practice by unqualified persons, which tends to bring them into dispute __17__ other professions whose members (18. to wish) to perform legal functions in relation to their tasks and often (19. to have) considerable knowledge of the relevant law.

E

Jurisdictional law deals __1__ the power of political entities to regulate conduct

After all the witnesses have testified each lawyer will present __2__ closing statement

An attempt (3 to commit) is punishable

Tort law deals __4__ wrongs committed within the context of private relations among individuals

In recent years government agencies have become more vulnerable __5__ lawsuits

An express contract is one in which the terms are spelled __6__ directly

All unlawful contracts can be divided __7__ void and voidable

The death or insanity __8__ the offeror prior __9__ acceptance terminates the offer

A lawsuit may be based __10__ contract or tort

Ultra vires is an agency action beyond the scope __11__ its authority

The doctrine of stare decisis assumes that court decisions (12 to be) reasonable

You have __13__ right to remain silent

America should rely less __14__ legal codes and more __15__ common-sense morality

Political pressure for the appointment of a woman (16 to build) for decades and (17 to intensify) in the 1970s

Felonies and misdemeanors are the classification __18__ crime __19__ the seriousness of the act

An agreement in principle has some typical contract terms (20 to lack)

3. Translate the following English sentences into Ukrainian:

A

1 The courts are charged with reviewing agency actions If agency exceeds the authority delegated to it by the legislature it is said to have acted ultra vires and the action will be set aside The reviewing court will also set aside agency actions that are arbitrary or capricious or not supported by substantial evidence

2 The effect of the seals has lost much of its legal force Twenty-five states do not recognize the seal In some states even if a contract under seal is recognized, lack of consideration is a defense to suit to enforce the contract

3. Revocation must be communicated, directly or indirectly. If the offeree gives consideration to keep the offer open, this creates an option contract which cannot be revoked. Partial performance of a unilateral contract would create an option.

4. A breach of the contract may also constitute a tort; thus, a lawsuit may be based upon contract or tort. In deciding whether to sue in tort or in contract, four considerations are generally reviewed: the statute of limitations, allowable damages, expert testimony, and insurance coverage.

5. A party who intends to challenge an arbitrator shall send notice of his challenge within fifteen days after the appointment of the challenged arbitrator has been notified to the challenging party or within fifteen days after the circumstances mentioned above became known to that party.

6. General trial courts are divided into judicial districts or circuits. Although the practice varies by state, the general rule is to use existing political boundaries such as a country or a group of countries in establishing the district or circuit.

B

1. Some scholars define a constitution as a written instrument agreed upon by the people of a union (e. g. United States Constitution) or a particular state, as the absolute rule of action and decision for all departments (e. g. branches) and officers of the government in respect to all the points covered by it, which must be in force until it shall be changed by the authority which established it (e. g. by amendment), and in opposition to which an act or ordinance of any such department or officer is null and void.

2. Evidence and arguments are generally presented by counsels for the defendant and the plaintiff (the instigating party in a case) in such a manner, and under the rules governing judicial procedure, that a judge or jury may be convinced of its truth.

3. Contracts are often classified as either contracts by specialty or simple contracts. Another class of obligations sometimes referred to as contracts of record, are conclusive legal obligations created by the judgment or order of a court.

C

1. Administrative bodies are created and given power by federal or state legislation. It is the function of administrative law to set forth the extent of this power, the limitations on it, and its applications to certain individuals and groups.

2. The need for administrative agencies results from our society becoming increasingly complex.

3. The delegation of power doctrine requires the legislature to give an agency intelligible standard to follow when carrying out their functions.

4. Contract may be categorized as void, voidable and unenforceable.

5. The validity of a contract depends upon inclusion of the necessary elements.

D

1. In his client-directed activities the lawyer is concerned with how the law affects specific circumstances, which can for convenience be divided into two main types: transactional and litigious.

2. Civil-law judges pay close attention to the views of legal scholars as expressed in general and specialized treatises, commentaries on the codes, monographs, law review articles and case notes, and expert opinions rendered in connection with litigation.

3. Although formal divisions among lawyers based on functions have declined, there tends to be in most places a *de facto* division of labour between those lawyers who advise clients and those who appear and argue before tribunals as well as increasing specialization in various legal fields, such as tax law, estate planning, and labour law.

4. The actual ability to enter or pursue the legal profession can be much influenced by the varying national rules as to legal partnerships.

5. Classical is the tension between the police officer, confident that he has the guilty man and intent only on putting him in jail, and the lawyers and judge, who insist on the need for "conviction according to law", which may involve applying rules of evidence that seem artificial and even absurd to the police.

E

1. Structural law classifies law by the person, group, or institution to which it is addressed.

2. If the defendant has claims against the plaintiff, he will include a counter-complaint in his answer.

3. The criminal law recognizes certain excuses that may limit or overcome criminal responsibility.

4. To compensate him for his injures, tort law allows the victim to sue for compensatory damages and punitive damages, which are assessed as punishment for the defendant's actions.

5. The executive may control administrative agencies through appointments, and indirectly through the budget process.

6. The unilateral contract is accepted by the promisee performing.

4. Translate the following Ukrainian sentences into English:

A

1 Адміністративне право України є окремою галуззю права, яке регулює відносини, що виникають у публічно-правовій сфері за участі органів, наділених владними повноваженнями. Законодавство, яке містить норми, за допомогою яких реалізується таке регулювання, складається з великої кількості законодавчих актів комплексного та спеціалізованого характеру.

2. Договірне право входить до системи цивільного права, хоч окремі науковці й прагнуть виокремити його в галузь зобов'язального права Не існує жодного кодифікованого акту, який регулював би питання, що належать до сфери впливу цієї галузі права, проте ведеться робота з підготовки законопроектів, які б заповнювали прогалину в нормативній базі з цього питання.

3 Існує багато класифікацій договорів, зокрема їх поділяють на строкові та безстрокові, односторонні та двосторонні, реальні та консенсуальні, а також розподіляють на великі групи за ознакою предмета договірного зобов'язання сторін Цим предметом може бути купівля-продаж, схов, перевезення, застава, лізинг, оренда, кредит, комісія, підряд тощо.

4 Для укладення договору сторони повинні дійти згоди з основних умов договору, які були зазначені оферентом у пропозиції укласти договір – оферті Такі умови можуть бути обов'язкові для даного типу договору або ж додатково зазначені самим оферентом.

5 Засоби правового захисту – це передбачені законом заходи, до яких може вдатися особа, якій завдано шкоду неправомірними діями іншої особи Такі засоби передбачені законодавством України у вигляді як судових, так і позасудових заходів Часто сторони договору передбачають можливість застосування цих засобів у певний спосіб, виходячи з положень договору

B

1 Судовий перегляд ґрунтується на тій засаді, що Конституція – яка визначає порядок створення і діяльності уряду та інших державних органів, а також покладає на них певні обмеження,– є документом найвищої юридичної сили Відповідно будь-які дії урядових органів, які порушують конституційні принципи, є недійсними

2 Кримінальне право – це галузь права, яка визначає, що є злочином, встановлює покарання за них і регулює порядок їх розслідування та судового переслідування осіб, які обвинувачуються у вчиненні злочинів.

3 Істотними умовами договору є такі (1) взаємна згода (2) правова обґрунтованість яка в переважній кількості випадків не обов'язково повинна мати грошовий вираз (3) сторони які мають дієздатність щоб укласти договір (4) відсутність шахрайських намірів чи примусу та (5) зміст договору, який не повинен бути протизаконним і спрямованим проти громадського порядку

4 Делікт – це протиправна дія, яка завдає шкоди особі або її майну, і у зв'язку з якою закон передбачає подання позову потерпілою стороною з метою відшкодування збитків (коштів)

5 Конституційний склад Верховної Ради – це 450 народних депутатів України які обираються на основі загального, рівного і прямого виборчого права шляхом таємного голосування терміном на чотири роки

6 Адміністративні органи створюються і наділяються повноваженнями відповідно до федерального або штатного законодавства Завданням адміністративного права є визначення обсягу цих владних повноважень, обмежень стосовно них та порядку їх здійснення щодо окремих осіб та груп

C

1 Єдиним органом законодавчої влади в Україні є парламент – Верховна Рада України Верховна Рада України приймає закони, постанови та інші акти більшістю від її конституційного складу крім випадків, передбачених Конституцією

2 Процес укладання угоди має включати дві стадії оферту та акцепт Лише в цьому випадку угода стає юридичним фактом

3 Виправлення майна з чужого незаконного володіння називається віндикацією

4 Безпосереднє виконання більшості державних функцій покладається на численні адміністративні структури

D

1 Право як система загальнообов'язкових норм виконання яких забезпечене силою держави є найефективнішим способом регулювання соціальних відносин

2 Для галузей приватного права до яких належить господарське (комерційне) право цивільне право характерними є рівність сторін перед законом і судом, а також можливість обирати варіанти поведінки

3 Українське законодавство не знає такого інституту як штрафні збитки, тому Цивільний кодекс України визначає збитки як втрату майна або недодержану вигоду

4 Роль органів виконавчої влади в правотворчості на сьогоднішній день значно перевищує таку роль органів влади законодав

чої що насамперед пов язано зі спрощенням процедури правотвор чості та оперативністю адміністративних органів

5 Спірною особливістю законодавства України є прийняття Верховною Радою двох нових кодексів Господарського, що покликаний регулювати комерційні відносини, та більш загального – Цивільного

E

1 Хоча принципи права, морали та справедливості багато в чому схожі право справедливість і мораль – не синонімічні поняття

2 Представництво клієнта в суді – це тільки одна з багатьох функцій юриста

3 Щоб бути визнаним винним у скоєнні злочину, не обов'язково вчинити його з наміром

4 Традиційно цивільна відповідальність базується на провині – особа, вчиняючи делікт, або навмисно завдає шкоди іншій особі, або її халатність завдає збитки іншій особі

5 Адміністративні органи діють як органи виконавчої влади, коли проводять у життя закони

6 Договори можуть бути недійсними та спірними, формальними та неформальними, виконаними та виконавчими тощо

7 Оферти та відмови від оферти стають ефективними після фактичного отримання їх іншою стороною

5. Insert the correct words into the legal document text, given below:

REQUEST FOR QUOTATION

Date 22 January 2003

To XXX Ltd

Dear Sirs

Re Request for Quotation

We are interested in purchasing the following goods Pirelli 32' tires Please provide us with a _____ quotation of your _____ price for these goods Please also provide us with your _____ structure for volume purchases and the following information

i) Standard _____ of payment,

ii) Availability of an _____ credit account with your firm If available please provide us with the appropriate credit application form

iii) Delivery costs for

iv) applicability,

v) Delivery time for orders from the date of your receipt of a purchase order to our receipt of the goods;
vi) Length of the validity of the quotation.

Yours _____

1) standard; 2) faithfully; 3) VAT; 4) terms; 5) open; 6) discount; 7) orders

6. Translate the following English legal document text fragment into Ukrainian:

OPTION TO PURCHASE GOODS

This Agreement is made the 1st day of January 2003 between:

(1) XXX Ltd. of Kyiv, Ukraine (the Buyer); and

(2) YYY Ltd. of New York, USA (the Seller).

NOW IT IS HEREBY AGREED as follows:

1. In consideration for the sum of USD 110,301, receipt of which is hereby acknowledged by the Seller, the Seller grants to the Buyer an option to buy the following property (the Property) on the terms set out herein.

BUILDING № 3 ON PENNSYLVANIA AVE., NY, USA

2. The Buyer has the option and right to buy the Property within the option period for the full price of USD 299,999.

3. This option period shall be from the date of this agreement until 31 December 2003, at which time the option will expire unless exercised.

4. To exercise this option, the Buyer must notify the Seller in writing within the option period. All notices shall be sent to the Seller at the following address: 01001 Kyiv, Khreschatyk str. 1.

5. Should the Buyer exercise the option, the Seller and the Buyer agree immediately to enter into a contract for the sale of the Property.

6. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written.

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Навчальне видання

П. В. Зернецький, Д. А. Шемелін
АНГЛІЙСЬКА МОВА
для правників
Вправи

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