



**Developers:**

Horislavska Inna V. - Associate Professor of Department of Civil and Economic Law, National University of Life and Environmental Sciences of Ukraine, Candidate of Science in Law, docent; / Methodical materials for preparation for taking tests of the unified professional entrance examination (UPEE) in accordance with the Standard of Higher Education of Ukraine in the specialty "Law" for the second (master's) level of higher education (civil law), for students of the 4th year who intend to take part in the single professional entrance exam for the master's degree in the specialty "Law"

**Reviewers:** Vice-Dean of the Faculty of Law, candidate of juridical sciences, professor; Olena Ulyutina; Associate Professor of the Department of Civil and Commercial Law, Associate Professor of Law, associate professor Lili Pankova; Liudmyla Shanaeva-Tsymbal, Associate Professor of the Department of English Philology, Faculty of Humanities and Pedagogy

Methodical materials for preparation for taking tests of the unified professional entrance examination (UPEE) in accordance with the Standard of Higher Education of Ukraine in the specialty "Law" for the second (master's) level of higher education (civil law), for students of the 4th year who intend to take part in the single professional entrance exam for the master's degree in the specialty "Law" was considered and approved at the meeting of Department of Civil and Economic law. Protocol number 3 of «14» October, 2024.

Methodical materials for preparation for taking tests of the unified professional entrance examination (UPEE) in accordance with the Standard of Higher Education of Ukraine in the specialty "Law" for the second (master's) level of higher education (civil law), for students of the 4th year who intend to take part in the single professional entrance exam for the master's degree in the specialty "Law" was approved at the meeting of the Academic Council of the Faculty of Law. Protocol number 4\_of «17» October, 2024.

**Description Discipline**  
**Civil law**

<b>area of expertise , specialty, educational program, educational degree</b>		
educational degree	_____ « <b>bachelor</b> » _____	
specialty	_____ <b>081 « law »</b> _____ (code and name)	
educational program	_____ « <b>law</b> » _____ (code and name)	
Characterization of discipline		
Type	<b>regulatory</b>	
Total numbers of hours	<b>180</b>	
Number of credits ECTS	<b>6</b>	
Number of structural modules	<b>6</b>	
Course project (work) (if it is in the curriculum)	_____ <b>Course work</b> _____ (name)	
Form of control	<b>examination, test</b>	
<b>Criteria of Course unit for full-time study</b>		
	full-time study	
Year of training	2	
Session	3,4,	
Lectures	60 hours.	
Practical, seminar lessons	75 hours.	
Laboratory studies	hours	
Self study	45 hours	
Individual tasks	hours	
Nnumber of weekly hours for daily form of studies: sn-class independent work of student –	4 hours – 2 course;  5 hours. – 2 course;	

## 2. Purpose, objectives and competencies of the academic discipline

**The purpose** of the course "Civil Law" is the formation of a system of knowledge on the legal regulation of civil relations in Ukraine, based not only on the norms of the Civil Code of Ukraine, but also a large array of other legal acts, as well as skills to apply them in the judicial and other law enforcement practice.

**Objective:** *be aware of:*

the theory of civil and family law combined with theoretical and practical issues of civil rights realization and the main problems caused by conflicts of interests of subjects of civil legal relations.

*to be able to:*

define the main categories and concepts with a course on civil law;  
distinguish civil and family legal relations from other types of legal relations and characterize their content, subjects and objects;  
apply civil law in practical situations;  
to know abnormal questions of the civil law in combination with problems of the administrative legal, civil procedural and economic procedural law at the present stage.

**possess:**

understand and find solutions to major problems in civil law;  
civil law law terminology;  
skills of working with legal acts and decisions of the Constitutional Court of Ukraine, the Supreme Court of Ukraine and the European Court of Human Rights;  
skills of analysis of various legal phenomena (legal norms, legal facts, legal relations);  
skills of using information technologies and databases;  
skills of communication, interaction and partnership, ability in the group and forming their own contribution to the implementation of group tasks;

**Acquisition of competences:**

**Integral competence:** the ability to solve complex specialised tasks in the field of legal competence.

**General competencies:**

- ✓ GC 2. Ability to apply knowledge in practical situations related to property and personal non-property relations.
- ✓ GC 3. Knowledge and understanding of the subject area and understanding of professional activity covered by the subject of legal regulation of civil law.
- ✓ GC 4. Ability to communicate in the state language both orally and in writing.

- ✓ GC 7. Ability to learn and master modern knowledge of civil law relations, their structural elements, transactions, property rights and obligations; individual contracts and civil liability for violations of civil rights and interests.
- ✓ GC 9. Ability to work in a team.
- ✓ GC 11. Ability to exercise their rights and responsibilities as a member of society, to realize the values of civil (free democratic) society and the need for its sustainable development, rule of law, human rights and freedoms

### **Professional competencies:**

- ✓ PC 3. Social value, understanding of their legal nature.
- ✓ PC 7. Ability to apply knowledge of the tasks, principles and doctrines of national law, as well as the content of legal institutions, at least in such areas of law as constitutional law, administrative law and administrative procedural law, civil and civil procedural law, criminal and criminal procedural law.
- ✓ PC 8. Knowledge and understanding of the peculiarities of the implementation and application of substantive and procedural law.
- ✓ PC 9. The ability to use databases of the judiciary and information technology is essential in the course of legal practice.
- ✓ PC 11. Ability to identify relevant and acceptable for legal analysis facts.
- ✓ PC 12. Ability to analyze legal issues, form and substantiate legal positions.
- ✓ PC 14. Ability to advise on legal issues, in particular, possible ways to protect the rights and interests of clients, in accordance with the requirements of professional ethics, proper compliance with the rules of non-disclosure of personal data and confidential information.
- ✓ PC 16. Ability to logical, critical and systematic analysis of documents (understanding of their legal nature and significance).

### **Programme learning outcomes (PI):**

- ✓ PI 3. Collect and analyse materials from various sources in an integrated manner.
- ✓ PI 5. Provide a brief legal opinion on certain factual circumstances with sufficient reasoning.
- ✓ PI 6. Evaluate the advantages and disadvantages of certain legal arguments by analysing a known issue.
- ✓ PI 7. Draw up and agree on a plan for their own applied research and independently collect materials from specified sources.
- ✓ PI 9. Independently determine the circumstances in which assistance is required and act on the recommendations received.
- ✓ PI 13. Know and understand the peculiarities of implementation and application of substantive and procedural law.
- ✓ PI 14. Use statistical information obtained from primary and secondary

- sources for legal activities.
- ✓ PI 17. Work in a team, ensuring the implementation of team tasks.
  - ✓ PI 18. Apply in professional activities the main modern legal doctrines, values and principles of the national legal system.
  - ✓ PI 19. Explain the nature and content of basic legal phenomena and processes.
  - ✓ PI 20. Identify and analyse legally significant facts and make reasonable legal conclusions.
  - ✓ PI 21. Prepare drafts of the necessary acts of application of law in accordance with the legal conclusion made in various legal situations.

The educational discipline "Civil law" is studied by students of faculty of law of RCD "Bachelor" of the full-time form of training on the second and third courses, respectively during the third, fourth and fifth semesters. According to the curriculum 180 hours (6 credits) are allocated for its mastering, from them 60 hours of lectures, 75 hours of seminar lessons, 45 hours of independent work under the direction of the teacher. In the fourth semester the curriculum provides for the writing of coursework.

The discipline is divided into 6 substantive modules that combine lecture material, seminar classes, independent work by students and testing. The level of student's assimilation of the module's material is assessed by the results of practical tasks and modular control work.

## **Program of course unit**

### **Module 1.**

#### **Topic 1. General provisions of civil law. Civil Relations: concept, structure and species**

The concept of civil legislation of Ukraine, the system of civil legislation of Ukraine. Civil Code as the basis of civil legislation of Ukraine. Civil laws of Ukraine. Subordinate civil acts. Departmental civil acts. Civil legal acts of local self-government. The Supreme Court of Ukraine for consideration by the courts in civil cases. Explanation of the Supreme Arbitration Court of Ukraine to address some civil disputes. Effects of civil law in time. Acts of civil law and the contract. Business practices. Effects of civil law in space. Analogies of civil law and analogy of civil legislation. Civil law action by the number of participants and civil relations. Civil law and international treaties of Ukraine. Concepts, methods, types systematization and interpretation of civil law. The concept of civil relations, their social and legal nature. The main features of civil relations. Structural elements of civil relations, their general characteristics. Categories of civil relations. The main types of objects of civil legal relations. Content of civil relations. The concept of subjective civil rights and civil responsibilities subjective. Classification of civil relations. Civil legal facts and their classification. The grounds of modification and termination of civil relations.

#### **Topic 2. Protection of Civil Rights. Civil responsibility**

The concept and meaning of subjective civil rights and protection. The main ways to protect civil rights and interests of the court. Protection of civil rights by state agencies and local governments. Protection of Civil Rights notaries. Self-protection of civil rights and its limits. Necessary defense and extreme necessity as a means of self-defense civil dishes Moment of origin and termination of hectares of protection of civil rights. Disclaimer persons from the right to the protection of civil rights ( failure ).

The concept and importance of civil liability as a type of legal action. The main features of

civil liability. The grounds of civil liability. Principles and functions of civil liability. Terms responsibilities and their legal description. Solidarity, in part, secondary liability, the basic rules for their application. Size civil liability. Compensation for damages sustained. Civil penalties. Grounds for exemption from civil liability.

### **Topic 3 Objects of civil rights. Things. Property.**

Concept and Types of Civil Right Objects. Circulating Capacity of Civil Rights. The notion of things as a objects of civil rights. Real and personal way. Animals. Things divisible and indivisible. Items identified by generic or individual features. Things consumable and non consumable. Main thing and affiliation. Components of things. Production of fruits and revenues. The company as a single property complex. Money and currency values as a civil matter. The concept of intangible benefits as objects of civil rights. Results and intellectual property. The concept of information and the procedure of its using. Right protection of this information. Personal non good which are protected by civil law. Personal non good of physical person. Securities as specific objects of civil rights. The concept of security. The main types of securities and their legal characterization. Equity securities. Debt securities. Derivative securities. Of title securities. Required details of securities. Procedure for transfer of rights for securities. Performance of the obligation under the security.

### **Topic 4. General provisions on a natural person as the subject of civil law**

Notion of a Natural Person. Legal Capacity of a Natural Person. Extent of a Natural Person's Legal Capacity. Name of a Natural Person and Residence Place of a Natural Person. Legal Capability of a Natural Person, volume Legal Capability of a Natural Person, depending on age criteria. Restriction of a Natural Person's Legal Capability Restoration of Legal Capability of a Natural Person with the Restricted Legal Capability. Recognition of a Natural Person's Legal Incapability. Recognition of a Natural Person as Missing. Declaration of a Natural Person as Deceased. Legal Consequences of Declaring a Natural Person Deceased. Acts of Civil Status.

The concept of entrepreneurship and its basic shapes and forms. A Natural Person's Right to Entrepreneurship. The procedure and conditions for registration of an individual as an entrepreneur. Fundamental rights and limitations of an individual in the field of entrepreneurship. Licensing of certain types of business. Civil legal protection of individual entrepreneurs. Civil liability individual entrepreneur. Grounds and legal consequences of bankruptcy of an individual entrepreneur. Termination of individual entrepreneurship.

### **Topic 5. Guardianship and trusteeship**

The concept and Objectives of Guardianship and Trusteeship. The legal status of guardianship. Categories of individuals over which set guardianship and custody guardianship and custody in court and guardianship authority procedures for the appointment of a guardian or trustee. The rights and duties of guardians. Management of the person under guardianship. The exercise of guardianship over the property. The release of the trustee and the trustee. Termination of guardianship and trusteeship.

## **Module 2.**

### **Topic 6. General provisions on legal entity as a subject of civil law**

Concept and features of the legal entity. The main types of entities. Organizational-Legal Forms of Legal Entities. Entrepreneurial Partnerships and Non-entrepreneurial Partnerships. Name of Legal Entity. The establishment and State Registration of Legal Entity. Legal Capacity of Legal Entity and Legal Capability of Legal Entity. Branches and representative of a legal entity. Liability of legal persons. Management company and agency. Termination of legal entity through reorganization and liquidation. Satisfaction of creditors of the legal entity in the event of liquidation

**Topic 7. Entrepreneurial Partnerships. NonEntrepreneurial Partnerships: signs and species.** Notion and Types of Economic Partnerships. Members of Economic Partnership.

Property of Economic Partnership. The rights and obligations of parties to a Economic Partnership. Notion of General Partnership. Management and conduct of business of General Partnership. Exit departure from General Partnership. The elimination of a General Partnership. The concept of a limited partnership. Members of a limited partnership. Management of limited partnerships. The elimination of a limited partnership. The concept of limited liability companies. Members of a limited liability company. Management of limited liability. Liquidation of a Limited Liability Company. The Notion of Limited Liability Company. Members of Limited Liability Company. Management of Limited Liability Company. Liquidation of Limited Liability Company. Notion of an Additional Liability Company. Liquidation of an Additional Liability Company. Notion of a Joint-Stock Company. Incorporation of a Joint Stock Company. Liquidation of a Joint Stock Company. Notion of a Production Co-operative. Management of a Production Co-operative. Liquidation of a Production Co-operative. Concept, content and peculiarities of civilian legal personality of the state. Legal forms of government relations governed by civil law. The bodies through the state acts in civil relations. A State participating in civil relations.

Concept, content and characteristics of civil personality of the Autonomous Republic of Crimea. Civil legal Territorial communities. Legal forms the Autonomous Republic of Crimea in civil relations. Legal Forms of Territorial Communities Participation in Civil Relations. Bodies through the Autonomous Republic of Crimea Acts in Civil Relations. Bodies through Territorial Communities Act in Civil Relations. Representatives of the State, the Autonomous Republic of Crimea and Territorial Communities.

**Topic 8. Transactions: notions, signs of reality and species. The grounds and consequences of the recognition of transactions are invalid.** Notion and Types of Transactions. General Requirements Necessary for Validation of a Transaction. Presumption of Legitimacy of a Transaction. The form of the transaction. Transactions that can be committed verbally. Competences which belongs to commit in writing. Notarization transaction. State registration of the transaction. While committing the transaction. The interpretation of the content of the transaction. Refusal to deal. Legal Consequences of Non-Compliance by the Parties with Law Requirements at Conclusion of a Transaction. Legal Consequences of the invalidity of individual clauses. Legal consequences and alleged fraudulent transaction. Moment of invalidity of the transaction. The practice of considering civil cases in the recognition of transactions invalid. Concept of invalidity of the transaction. Legal consequences of the invalidity of the transaction. Legal consequences of the invalidity of certain parts of the agreement. Legal implications of a fictitious and apparent legal transaction. Moment of invalidity of the transaction. Legal implications of the inconsistency of the content of the transaction with the law. Application of legal consequences of the invalidity of the transaction. Legal consequences of commission of a person outside civil capacity. Legal consequences of inconsistency between the will and the will of the person in the commission of the transaction. Assignment under the influence of error and deception.

### **Topic 9. Representation**

The Notion and Grounds for Representation. Topic composition relations in the representation. Transactions that can be committed representative. The legal consequences of committing the transaction representative. Making transactions in excess of authority. Sales Office. Representation by law and by proxy. Concepts and Types of Power of Attorney form . Validity of power of attorney. Grounds for termination of representation by proxy. Substitution of representative of another person.

### **Topic 10. Concept of a Period in the civil law**

The concept of civil law term. Types of terms of the civil law. Getting current term in civil law. Terms ending flow of life. The order of the commission action on the last day of the term. Terms of origin and of civil rights. Terms of performance of civil obligations. Terms of protecting civil rights. Claim terms. Warranty periods prescription.

The concept and importance of limitation . General Limitations. Special statute of limitation .

Changing the length of the limitation period. The method of calculating the period of limitation . The beginning of the limitation period . Limitation in case of replacement of the parties to the undertaking. The suspension of the limitation period . Interruption of the limitation period . Application of limitation to additional requirements. The effects of the expiration of the limitation period . Requirements to which the statute of limitation does not apply.

### **Topic 11. General provisions on personal non-property rights of a natural person**

Concept of Personal Non-Property Right. Types of Personal Non-Property Rights. Equality of Personal Non-Property Rights. Exercise of Personal Non-Property Rights. Restrictions on Personal Non-Property Rights. The concept of protection of Personal Non-Property Rights. The procedure for restoring the violated Personal Non-Property Rights. Refutation of false information. Prohibition to Disseminate Information Violating Personal Non-Property Rights. Redress and compensation for moral damage.

General characteristics of the Personal Non-Property Rights that ensure the existence of a natural individual. The right on life and health. The right on eliminate danger to the life or health . The right on liberty and security of person . The right on a family. The right on guardianship. The right on safe life and health. The right a safe environment.

General characteristics of the Personal Non-Property Rights that ensure social life. The right on a family. The right on respect to honor and dignity. The right on identity and privacy. The right on information . Right on residence. The right on inviolability of the home. The right on choose an occupation . The right on travel. The right on freedom of association. The right on peaceful assembly.

## **Module 3.**

### **Topic 12. General Provisions on the Ownership Right. Acquisition of the ownership right. Termination of the ownership right.**

The concept of property and kinds of ownership. Ownership in objective and subjective terms. Content of the Ownership Right. The right of ownership. Burden of the Property Maintenance. Implementation of the Ownership Right. Risk of Accidental Destruction or Accidental Damage of the Property. Ownership Right of Ukrainian People. Right of the Private Property. Right of the State Property. Right of the Municipal Property.

Grounds for Acquisition of the Ownership Right. Acquisition of the Ownership Right by the Legal Person of the Public Right. Acquisition by the Bona Fide Beneficiary of the Ownership Right to the Property Illegally. Acquisition of the Ownership Right in Newly Created Property. Acquisition of the Ownership Right in the Processed Thing. Appropriation of Popular Gifts of Nature. Acquisition of the Ownership Right in an Ownerless Thing. Acquisition of the Ownership Right in Movable Thing Rejected by the Owner. The Find. Acquisition of the Ownership Right in the Find. Acquisition of the Ownership Right in the Abandoned Domestic Animal. Acquisition of the Ownership Right in the Treasure. Acquisitive Prescription. Legal documents of the owner.

Grounds for the Ownership Right Termination. Alienation owner of his property by the transaction (contract). Refusal from the Ownership Right. Termination of the Person's Ownership Right in Property that Cannot Belong to it. Termination of the Ownership Right as a Result of the Property Destruction. Termination of ownership as a result of Buyout of the Land Parcel in Connection with the Public Need. Buyout of the Monument of History and Culture. Requisition. Confiscation. Nationalization. Privatization. Foreclosure of the obligation of the owner.

### **Topic 13. Joint ownership right. Protection of property rights.**

Notion and Types of Joint Ownership Right. Right of Joint Share Ownership. Implementation of Joint Share Ownership. Order of Determination of Shares in the Joint Share Ownership Right. Maintenance of the Property under Joint Share Ownership. Seizure of a Share in the Joint Share Ownership. Division of Property under Joint Share Ownership. The concept and the grounds of Right of Joint Common Ownership. The right of ownership, use and disposition of property that is in common joint property. Implementation of the Joint Common Ownership Right. Allotment of a Share

from the Property under Joint Common Ownership. Division of Property under Joint Common Ownership. The concept of civil law protection of property rights. The right of the owner to reclaim property from illegal possession. The right of the owner to reclaim property from a bona fide purchaser. Terms of settlement in recovery of property from illegal possession. Key proprietary protection of property rights. Claim of Vindication. Claim of elimination of actions that interfere with the right of ownership. Supporting proprietary protection of property rights. Claim for recognition of ownership. A claim for exclusion from the description of the property ( Property release from custody). Action for the protection of human co-owner in the event of separation, division and sale of common property. Binding legal protection of property rights. Basic Obligation remedies ownership in contractual relations. Damages caused by the failure or improper performance of the contract by the debtor. Requiring the lender to fulfill the obligation by the debtor in nature. Claims of creditors in respect of payment of a penalty and the obligation . Disclaimer creditor of the contract. Ancillary Obligations remedies ownership in contractual relations. Binding legal protection of property rights in a non-contractual relationships. Other means of protecting property rights.

**Topic 14. General provisions of proprietary rights on stranger property.** The concept of proprietary right on stranger property. Types of Proprietary Rights on Stranger Property and their characteristics. Grounds of Proprietary Rights on Stranger Property. Objects of Proprietary Rights on Stranger Property and their types. Topics of Proprietary Rights on Stranger Property and their types. The grounds and procedure for termination of Proprietary Rights on Stranger Property. Protection of Proprietary Rights on Stranger Property.

Conception of Right of the stranger property possession. Grounds of Arising of the Right of Possession. Obligation of an Unfair Owner to Immediately Return the Property to a Person Having the Ownership or Other Right in It or Being a Bona Fide Owner. Notion of the Stranger Property Use. Grounds of Establishment of Easement. Content of Easement. Termination of Easement.

Grounds for Arising of the Right of the Stranger Land Parcel Use for Agricultural Purposes. Rights and Obligations of the Land Parcel Owner Granted to Use for Agricultural Production. Rights and Obligations of the Land User. The grounds and Termination of the Use Right in the Land Parcel for Agricultural Production. Grounds for Arising of the Use Right in the Stranger Land Parcel for Development. Rights and Obligations of the Owner of Land Parcel Granted for Development. Rights and Obligations of the Land User. Termination of the Right of the Land Parcel Use for Development.

#### **Topic 15. Intellectual property law: general provisions.**

The system of Ukrainian legislation on intellectual property. State system of legal protection of intellectual property. Concept of intellectual property rights. Classification of objects of intellectual property rights. Copyright and related rights. Objects of industrial property. Non-traditional intellectual property objects. Subjects of intellectual property rights.

Concept of industrial property. Protection of rights to industrial property objects Terms of providing legal protection of inventions and useful models. The right and procedure for obtaining a patent. Registration of a patent. Acquisition and implementation of ownership of the topography of integrated circuits. Terms of obtaining a legal protection of an industrial design. Procedure for obtaining a patent for an industrial design. Acquisition and realization of the property right for signs for goods and services. Legal principles of protection of rights to indicate the origin of goods in Ukraine; relations arising from their acquisition, use and protection.

#### **Topic 16. General provisions on obligations.**

Notion of Obligation and Grounds for its Emergence. Types of civil obligations. Overview of contractual and non-contractual obligations. Grounds: emergence, change and termination liability. Party in the undertaking . The third person in the undertaking . The concept and value of replacement in the commitment . Grounds replacement creditor in the obligation . How to replace the creditor in the obligation . The amount of creditor's rights that are transferred to another person. Liabilities for which the replacement lender is not allowed. Proof of the new creditor in the obligation . Objections against the debtor claims the

new creditor in the obligation . The concept of replacing the obligation of the debtor . Content and form parties to the contract to replace the debtor's obligation. Legal consequences of replacement of the debtor in the obligation secured by a surety or collateral.

### **Topic 17. Fulfillment of obligation. Security for the obligation fulfillment. Termination of obligation.**

The concept and value of the obligation. Terms of the obligation. Implied unilateral renunciation of the obligation. Performance of the obligation appropriate parties. The term of the obligation . Place of performance of the obligation . Methods of performance of the obligation . The volume commitments. Currency execution of the liability. Implementation of alternative liability. Performance of the obligation , which involves several lenders or more debtors. Joint claims. Solidarity obligation of the debtor. Acknowledgement is made commitments.

The concept of hectares of ensuring fulfillment of the obligation. General characteristics of the species enforcement obligations. Form of competence to enforce the obligation. Terms enforcement obligations. Binding legal obligation to ensure that species. Forfeit . Forms and types of Forfeit (penalty, fine). Bailment. The grounds and procedure for termination of probation . Guarantee. Validity of a Guarantee. The grounds and procedure for termination of the Guarantee. Deposit . The consequences of failure to comply with the obligation secured by the deposit. Proprietary types meet these obligations. Notion of Pledge. Specific Types of Pledge. The Right of Retention. The form and content of the pledge agreement. The grounds and procedure for termination of the pledge. Duties lender who holds the property. Meeting the requirements for the property, which holds the lender.

The concept of termination liability. General characteristics of the termination of the obligation. Termination of obligation fulfillment. Termination indemnity obligations tradition . Rules cease enrollment obligations. Termination of obligations by agreement of the parties. Termination obligation debt forgiveness. Termination liabilities combination of the debtor and the creditor in one. Termination of obligations by its implementation. Termination liability liquidation of the legal entity. Termination of obligation death of an individual.

The concept and importance of civil liability for Violation of Obligation. Violation of Obligation. Legal Consequences of Violating the Obligation. Debtor's Delay. Creditor's Delay. Guilt as the Ground of Responsibility for the Obligation Violation. Grounds for Releasing from Responsibility for the Obligation Violation. Debtor's Responsibility for Other Persons' Acts. Responsibility and Fulfillment of the Obligation in Kind. Responsibility for Violation of the Monetary Obligation. Losses and Forfeit. Fulfillment of the Obligation at the Debtor's Expense.

### **Module 4.**

#### **Topic 18. The Notion, Types and content of Agreement**

The Notion of Agreement. Types of civil legal Agreement. The contents of the Agreement.. The essential terms of the Agreement. Public Agreement. Period and the Agreement price. Interlocutory Agreement. Agreement to the Third Person's Benefit. The Agreement of Adhesion. Interpretation of the Agreement Provisions.

Conclusion of Agreement. Form of Agreement. Place of the Agreement Conclusion. Moment of the Agreement Concluding. Agreement and Legal Acts of the State Authorities, Governmental Bodies of the Crimean Autonomous Republic, Local Self-governments. Resolution of Pre-agreement Litigations. Concluding Agreements at Exchanges, Auctions, Competitions. Grounds to Amend or Cancel the Agreement. Extension of the contract. Termination of the contract.

#### **Topic 19. Contract of sale. Gift Agreement. Rent Agreement. Lifelong maintenance (attendance)**

Topic Matter and Notion of Sales contract. Form of Separate Types of Sales contracts. The seller and the buyer under Sales Contract. The risk of accidental destruction or damage to the goods. The number, variety, quality product. Disadvantages of goods for which the seller is responsible.

Completeness and packaging goods. Price and order checkout. Payment for goods sold on credit. Payment for goods in installments payment. Insurance products. Contract of retail sale. Sale of goods by sample . Sale of goods using machines. Agreement by delivery of the goods to the buyer. Features conclusion and execution of certain types of sales contracts

Concept and types Exchange Agreement (barter) . Party and form of contract . Contract price and the order of settlement between the parties. Restrictions and prohibitions of the using barter in modern terms. The responsibilities of the parties under the contract. Applying the rules of the contract of sale with the contract exchange (barter). Features of certain types of Exchange Agreement (barter). Liability for breach of contract. The concept and value of the supply agreement. The parties to the contract delivery. The term of the supply agreement. Procedure for the supply and delivery of goods. The range of products under the supply agreement . The sample products. Packaging . Payments for goods supplied . Unilateral refusal to perform the contract delivery. Liability for breach of contract delivery.

The notion of Contracting Agreement of Agricultural Products. The difference between Contracting Agreement of Agricultural Products supply contract and Sales Contract. Legislation on Contracting Agreement of Agricultural Products. Purchase of agricultural products for public use. Parties to the contract . The order of the contract and its contents. The Topic of the contract. Terms of delivery products. Price contract. Place of supply of goods and acceptance of the contract. The rights and obligations of the parties. Implementation and termination. Liability for breach of contract.

The concept and value of Agreement for Energy and Other Resources Supply through the Connection Network. The parties and the content of the contract. The order contract. Contract price and payment procedure. Terms of the contract. The responsibilities of the supplier and the consumer under the contract. Change and early termination of the contract. Extension and grounds for termination of the contract. Liability for violations of Agreement for Energy and Other Resources Supply through the Connection Network .Concept and types of Gift Agreement. Topic Matter of Gift Agreement. Form of a Gift Agreement. Parties to a Gift Agreement. Gift Agreement with the Obligation to Transfer a Gift in Future. The Grantee's Obligation to the Third Person's Benefit. Endowment. Cancellation of Gift Agreement. The responsibility of the parties to the Gift Agreement.

Concept and types of Rent Agreement. The form of contract. The parties to Rent Agreement. Procedure for disposition of property under payment of rent. Ensure payment of rent. Encumbrance rents real copper Issue size and rent. Terms of payment of rent. The right of the payer to the redemption of rent. The repurchase price of rent. The risk of accidental destruction of the object of the contract remaining. Grounds for termination of Rent Agreement. Liability for breach of Rent Agreement.

Notion of a Lifelong Maintenance (Attendance) Agreement. Form of a Lifelong Maintenance (Attendance) Agreement. The essential terms of a Lifelong Maintenance (Attendance) Agreement. The Moment of Arising of the Alienee's Ownership Right in Property Transferred under the Lifelong Maintenance (Attendance) Agreement. Ensure Fulfillment of a Lifelong Maintenance (Attendance) Agreement. Termination of a Lifelong Maintenance (Attendance) Agreement. The grounds and procedure for termination of a Lifelong Maintenance (Attendance) Agreement. Succession of the parties to a Lifelong Maintenance (Attendance) Agreement holds. Liability for breach of contract maintenance for life.

## **Topic 20. Lease Agreement. Specific types of employment contract: features of legal regulation**

Concept and types of Lease Agreement. Parties, form the term of the Lease Agreement. The procedure for the transfer of property to the employer. Rights of third parties to property transferred under the contract. Succession by changing the owner of the property which passed under the contract. Insurance of an Object Transferred on Lease. Risk of Accidental Destruction or Damage of an Object. Concept, the parties, the form and terms of the contract of sublease. Legal consequences improvement or deterioration of the property under a Lease Agreement. Implementation of current and capital repairs of the property under the Lease Agreement. Termination of Lease Agreement at the request

of the landlord and the tenant upon request. The grounds and procedure for termination. The responsibility of the parties to the Lease Agreement.

Concept and types of long term leases. The shape and the parties to the contract. The state registration of the employment of real estate. Payment and form of payment under the contract. The essential terms of the contract of employment of real estate. Concept, form, and content of the contract parties sublease of real estate. Termination at the initiative of either party. Liability under a contract of employment real estate. Notion and types of Tenancy Agreement. Party and form of Tenancy Agreement. Topic and contract term renting. The legal consequences of a change of ownership of housing, which referred to the Tenancy Agreement. The responsibilities of the landlord and the tenant under the contract. Temporary residents. Procedures for current and capital repairs of housing under the contract. Payment and form of payment under the contract. Concept, form, and content of the contract parties sublease housing. Replacement of the employer in the employment Tenancy Agreement. Cancellation of the contract at the request of either party. The responsibility of the parties to the contract. Grounds for termination of the Tenancy Agreement.

Concept and types of lease. Party under a lease. The form of Leasing Agreement. The essential terms of the contract. Reverse and direct leasing. Financial, operational leasing. The procedure for the transfer of property to the lessee by the contract. Ownership of the asset. Join the lease agreement. Lease payments and order of payment. Termination at the initiative of either party. Termination of the Leasing Agreement. Liability for breach of the Leasing Agreement.

Notion and types of Lease (Rent) of a Transport Vehicle. Topic sides and form of Lease (Rent) of a Transport Vehicle. Activities employer vehicle. The insurance of the contract. Legal consequences of damage, theft and dismantling of the vehicle under the agreement. Legal consequences of injury to another person in connection with the use of a vehicle under the contract. Features of hiring a vehicle with a crew that it serves. Early termination of the contract. Liability for breach of contract. Concept and types of Lending Agreement. The form and scope of the contract. Party and the term of the contract. The essential terms of the contract. Legal Consequences of Failure to pass the thing to use. Right person providing loan on exclusion items. Duties of the user. The grounds and procedure for termination of the Lending Agreement. Grounds for termination of the loan. The legal consequences of failure to return things after the expiration of the Lending Agreement.

Concept and types of Contract of Hire. Races attended, form of Contract of Hire. The Topic of Contract of Hire. Payment for use of property under the contract. Early termination of the contract at the request of either party. The risk of accidental loss of property transferred under of Contract of Hire. The grounds and procedure for termination of the rental. The responsibility of the parties of Contract of Hire.

### **Topic 21. Contractor's Agreement.**

The concept of a contract and its main types. Parties to the contract: contractor, general contractor, subcontractor, customer. The form of Contractor's Agreement. The execution of the contract work with material of the contractor and its agents. Execution of contract work with material customer. The risk of accidental destruction of property, which provided for the performance of contract work under the contract. Determination of the estimate by the contract. Terms of performance of contract work . The rights of the contractor and customer rights under the contract. The duties and responsibilities of the contractor's customer. The compensation of work performed under the contract . Transactions between the parties in the event of the destruction of the object of the contract award or the inability finished. Quality assurance performed contract work. Limitation on claims of inadequate quality of work under the contract . Liability for breach of contract. The grounds and procedure for termination of Contractor's Agreement.

The concept of Construction Contract and its species. Party and form Construction Contract. Ownership of the facility construction. Development and approval of construction documents. Providing construction and payment of Construction Contract. The risk of accidental destruction or damage to facility construction. The order of transfer and acceptance of construction works. Quality assurance under the contract. Troubleshooting for the customer and at the expense of the contractor.

Liability for construction contracts.

The role and value of Contractor's Agreement for Design and Survey Work. The concept and the main types of contracts. Party and form of contract. Implementation of the contract. The compensation of work performed under the contract. Delivery and acceptance of work performed. The rights of the parties under the Contractor's Agreement for Design and Survey Work. Liability for breach of Contractor's Agreement for Design and Survey Work.

The role and value of Agreement of Research and Development, Design and Development and Technological Work. The concept and the main types of contract. Party and form of contract for the Implementation of the agreement, payment of work performed under the contract. Delivery and acceptance of work performed. The rights of the parties under the Agreement of Research and Development, Design and Development and Technological Work

### **Topic 22. Service Agreement. Contract of commission and commission contract.**

Concept and types of service contract. Party and form of contract services. Contents of the contract services. Execution of the service contract. Remuneration under the contract for the provision of onerousness services. The term of the service contract. Termination of service . Liability under a contract for services.

Concepts and types of contract of assignment. The term of the contract of the order. Form and parties to the contract of assignment. Scope of the contract. The right of the attorney to the board. Execution of the order. Obligations and rights of the parties under the agreement of the order. The order and legal consequences of the assignment. Obligations of the heirs of the parties under the contract of commission. Termination of the agreement of the order. Responsibility of the parties for breach of contract. Legal regulation of commission legal relations. Concepts and types of commission agreement. Form of the commission agreement. Parties and content of the commission agreement. Ownership of the accountant. Fee Depart from the instructions of the accountant. Subcommission contract, its form, content and parties. Commissioner's guarantee for executing the transaction by a third party (delcorder). Commissioner's report. Termination of the commission agreement. Responsibility of the parties under the agreement of the commission.

## **Module 5.**

### **Topic 23. Storage Agreement**

The concept of a store and its species. The difference between the contract of deposit protection contract. Parties form and terms of the contract deposit. Fee for storage. Use of an Object Transferred for Storage. Change of Storage Conditions. Termination liability storage on demand depositor. Storage under the Law. The responsibility of the parties to the **Storage Agreement**. Agreement storage warehouses. Storage substitute things with the right disposition. Warehouse Documents. Warehouse receipt, simple warehouse certificate, double warehouse certificate. Storage of Objects in Pawnshop. Storage of Valuables in Bank. Agreement on Provision of Individual Bank Safe Protected by Bank. Agreement on Provision of Individual Bank Safe Not Protected by Bank. Storage of Objects in Cloakrooms of Organizations and Luggage Offices of Transport Enterprises. Storage of Objects in the Cloak Rooms of Organization. Storage of Objects at the Hotel. Storage of Objects under Dispute.

### **Topic 24. Transportation Agreement**

The concept of Transportation Agreement, its main types. Agreement for Conveyance of Passengers and Luggage. Freight Transportation Agreement. Party and form Transportation Agreement. Transit transport. Direct Combined Traffic. Freight Charge. Insurance of Freight, Passengers and Luggage. General principles of liability of the parties of Transportation Agreement. Claims and a claim for contractual transportation. Responsibility of Carrier for Damage Caused by Mutilation, Other Injuries to Health or by Passenger's Death

The concept of Freight Forwarding Agreement and its species. Party and form of contract. Freight Forwarding Agreement. Fulfillment of Freight Forwarding Agreement. Documents and Other

Information Provided to Forwarding Agent. Recession from Freight Transportation Agreement. Responsibility of Forwarding Agent Under the Freight Transportation Agreement.

### **Topic 25. Property Management Contract and Freight Forwarding Contract.**

Concept of trust management of property, its main types. Parties, form and duration of the contract. Essential terms of the property management contract. Subject of property management contract. The collection of property, transferred to the trustee for the debts of the manager of the management. Founder of management. Trustee Trustee. A person who benefits from property transferred to trust management. Rights and duties of trustee. Transfer to property management, which is the subject of a collateral agreement. The right of the manager to pay. Responsibility of the manager. Termination of the property management agreement. Features of securities management.

Concept of transport forwarding contract and its types. Parties and contract form. Contract fee. The order of execution of the contract. Documents and other information provided to the creditor. Refusal of the contract. Responsibility of the parties under the contract of transport expedition

### **Topic 26. Loan and Credit Agreement. Insurance Agreement**

Concept and types of loan agreement. The form of contract. Interest on the loan agreement . The obligation of the borrower to return the loan. The legal consequences of a breach of contract by the borrower . The procedure for contesting the loan agreement. Enforcement of obligations by the borrower . Innovation debt for borrowed obligation. Termination of the loan.

The system of normative legal acts of Ukraine in the field of credit. The concept of credit and its basic types. Economic loans. Commodity loan. Loans. Credit operations, credit line, credit risk, credit worthiness and ability to pay. Party and form the contract of loan waiver of the provision or obtaining a loan. Content loan agreement . The order of the contract. Grounds for termination and prolongation of the contract. Liability for breach of contract credit.

Socio-economic nature of insurance and its legal regulation. The Topic of Insurance Agreement. The form of the Insurance Agreement. Significant terms of the contract. Basic insurance concepts. The conclusion of the Insurance Agreement in favor of the third person. The responsibilities of the insurer and the insured. Conditions and procedures for insurance payments. The refusal of the insurance payments. Termination of Insurance Agreement. The invalidity of Insurance Agreement.

### **Topic 27. Bank Deposit Agreement. Bank Account Agreement .Concept of Factoring Agreement**

The concept of a bank deposit and its species. Parties form and deposit agreement. Interest on deposit types, procedure of calculation and payment. Adding of the third- persons funds to the depositor. Savings books, savings (deposit) certificate Liability for breach of contract of bank deposit.

The concept of a bank account and its basic types. Party and form of a bank account. The order of opening a bank account and the bank account contract . Account transactions that are performed by banking institution . Banking secrecy. Loans account. The grounds and procedure for writing off money from the account. The Bank's Liability for delay and arbitrary transfer of funds withdrawal from your account, the arrest and suspension of account transactions. The grounds and procedure for termination of the contract of bank account.

The concept of factoring and its species. Party and form a factoring agreement. Topic, validity factoring agreement . The order of the contract. The invalidity of the prohibition of assignment . The responsibility of the client to the factor. Implementation of monetary claims by the debtor agent . The next assignment of monetary claims. Copyright factors. Counterclaims of the debtor. Protecting the rights of the debtor. Liability for breach of contract.

### **Topic 28. The calculations in civil law.**

General provisions on calculations. Forms of calculations. Types of cashless payments. General provisions on settlements with the use of payment orders. Conditions for execution by the bank of a payment order. Execution of payment orders. Responsibility for non-execution or improper execution of a payment order. Letter of credit. Types and order of execution of letters of credit.

Calculations for collection. Settlements with the use of settlement checks.

### **Topic 29. Agreements to Dispose the Intellectual Property Right**

Concept and types of agreement on disposition of intellectual property rights. The license for using of intellectual property rights and their types. Party and form . term of the license agreement. Significant terms of the license agreement. Standard license agreements for using of intellectual property rights. Agreement for the establishment and order and the object of intellectual property. The state registration of contracts on disposition of intellectual property rights. Liability for breach of a license agreement.

### **Topic 30. Economic Concession Agreement. Joint Venture Agreement**

Concept and types of Economic concession . The Topic of the contract. Side and form of contract . Contract of Economic sub . Duties of owners and users. Special conditions of the contract of Economic concession. To change the contract. The grounds and procedure for termination. Preservation of the agreement of Economic concession and replace if sides. Legal Consequences of the termination of the use of which provided the contract of Economic concession. The responsibility of the parties to the contract.

The concept of the joint venture agreement hectares of its kind . Side and form of contract . Contract of mate order of the contract of the company. Contributions parties to the treaty. Common property of society. Keeping the common affairs of parties to the treaty. Joint costs and joint damage parties to the treaty. Profit distribution . Highlight the participant's share partnership. Disclaimer participant from further participation in the contract of the company and termination of the contract. Responsibility of State for which terminated a contract of partnership. Responsibility of participants after general obligations.

## **Module 6**

### **Topic 31. General provisions on non-contractual obligations. Public Promise of the Reward Without Competition Announcing**

The concept of non-contractual liability. The composition of non-contractual obligation relations. Topics of non-contractual obligation relations. Items of non-contractual obligation relations. The content of non-contractual obligation relations. The main features of non-contractual obligation and their relationships differ from contractual relationships. Functions of the obligations arising from non-contractual relationships. The grounds of non-contractual obligations. Terms liable for non-contractual obligations. Grounds for termination of non-contractual obligations. The system of civil law institute non-contractual obligations.

The concept of a public promise of reward without declaring the contest and its basic types. The right to a public promise of reward without declaring the contest. The content of the task , the execution of which has publicly promised reward. The term of the assignment. Public promise of reward with their determination and without determining the size. Change and cancellation announcement of a public promise of reward. Termination liability in connection with the public promise of reward.

The concept of a public promise of reward for a competition . The right to contest announcements. Types of civil law competition. Organizers of public competition. Artists competitive challenges. Objects competitive relationship. Conditions of competition . The main stages of the competition. Cancellation or modification of the terms of the contest announced . The procedure for selecting winners and payment of publicly promised reward. Copyright winner. Protecting the rights and interests of competitive relationships.

The notion of actions in the property interests of the other person without its commission. The right to an actions in the property interests of the other person without its commission. The rights and obligations of the person who started the actions in the property interests of the other person without its commission. Terms of submission of the commission of acts of property interests of the other person without its commission. Procedure for reimbursement of expenses incurred by the person in connection with committing an actions in the property interests of the other person without its commission

The concept of obligations arising from the disposal of health and life of an individual , property,

person or entity . Individuals who are eligible for taking measures to rescue the health and life of an individual , property of an individual or a legal entity. The grounds of the obligations arising from the disposal of health and life of an individual , property, person or entity . Procedure for reimbursement of expenses incurred as a result of saving life and health of an individual , property, person or entity . Reimbursement of expenses incurred as a result of saving life and health of an individual , property, person or entity .

**Topic 32. General provisions on reparation.**

The notion of obligation due to harm. General grounds of liability for property damage. Subjects of legal relations arising as a result of harm. Compensation for damage caused by a person in the event that he exercises the right to self-defense. Compensation of damage caused in a state of extreme necessity. Liability for harm caused jointly by several persons. Right of recourse to this person. Ways of compensation for damage to the property of the victim. Consideration of the guilt of the victims and the property status of the physical person who caused the harm. Compensation for damage by staple, which insured its liability.

The notion of liability of a legal or physical person for the damage caused by their employee. The procedure for the indemnification by a legal or physical person of the harm done by their employee.

The notion of liability for damage caused by a minor or minor. Procedure and methods of compensation for damage. The notion of liability for damage caused by an incapacitated person, a person with limited capacity or a person who did not realize the significance of his actions. The grounds and conditions of responsibility, the procedure and methods of compensation for the harm done.

**Topic 33. Obligations of harm caused by a source of increased danger.**

Concepts and types of sources of increased danger. The grounds and conditions of liability for damage caused by the source of increased danger. Subjects of the obligation to compensate for the damage caused by the source of increased danger. Object Refunds. Compensation for damage caused by the interaction of several sources of increased danger. The order and methods of compensation for the harm done.

**Topic 34. General provisions of inheritance law.**

The concept of inheritance and inheritance law. Types of inheritance. The time and place of opening the inheritance. Heirs and testators. Grounds and procedure for removal from the right to inheritance. The composition of the inheritance. Rights and obligations that are not part of the inheritance. Rights and obligations that are inherited.

**Topic 35. Inheritance by law. Inheritance by will.**

The concept and essence of the queue awn inheritance by law. Change the order of obtaining the right to inheritance. The size of the share in the inheritance of the heir by law. The first turn of the heirs according to the law. The second turn of the heirs according to the law. The third turn of the heirs according to the law. The fourth line of heirs by law. The fifth line of heirs by law. Inheritance by the right of representation. The concept of the will and the right to the will. The rights of the testator at the conclusion of the covenant. Testamentary waiver. The position of the testator on the heirs of the obligation to commit acts of a property nature. The destination of the heir. Establishment of servitude by the testator. The right to an obligatory share in the inheritance. General requirements for the form of a will. Certification of testament with witnesses. Testament with the condition. The testament of the spouses. Secret testament. Hereditary contract. Invalidity of the will. The procedure for appointment of the executor of the will. Powers of the executor of the will. Control over the execution of the will.

**4. The structure of primary discipline**

	number of hours
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	full-time education											
	in total	including					I					
		1	p			i.w						
1	2	3	4	5	6	7						
<b>Module 1 General civil law provisions. Objects of civil rights</b>												
Topic 1. General provisions of civil law Civil law relations: concept, structure and types	4	2	2									
Topic 2. Protection of civil rights. Civil liability.	4	2	2									
Topic 3. Objects of civil rights. Things. Property.	4	2	2			6						
Topic 4. General provisions on a natural person as the subject of civil law	10	2	2			6						
Topic 5. Guardianship and trusteeship	10	1	1									
Total for Module 1	30	9	9			12						
<b>Module 2 Subjects of civil law. Transactions.</b>												
Topic 6. General provisions on legal entity as a subject of civil law	4	2	2									
Topic 7. Entrepreneurial Partnerships. NonEntrepreneurial Partnerships: signs and species	4	2	2									
Topic 8. Transactions: notions, signs of reality and species. The grounds and consequences of the recognition of transactions are invalid.	4	2	2									
Topic 9. Representation	7	2	2			3						
Topic 10. Concept of a Period in the civil law	4	2	2									
Topic 11. General provisions on personal non-property rights of a natural person	7	2	2			3						
Total for Module 2	30	12	12			6						

<b>Module 3. Ownership and other property rights. Law of Obligation.</b>										
Topic 12. General Provisions on the Ownership Right. Acquisition of the ownership right. Termination of the ownership right.	4	2	2							
Topic 13. Joint ownership right. Protection of property rights.	7	1	1			5				
Topic 14. General provisions of proprietary rights on stranger property.	7	1	1			5				
Topic 15. Intellectual property law: general provisions.	4	2	2							
Topic 16. General provisions on obligations.	4	2	2							
Topic 17. Fulfillment of obligation. Security for the obligation fulfillment. Termination of obligation	4	2	2							
Total for Module 3	30	10	10			10				
<b>Module 4. Civil law contract. Contracts of sale, hire, contractor.</b>										
Topic 18. The Notion, Types and content of Agreement	3	2	2			5				
Topic 19. Contract of sale. Gift Agreement. Rent Agreement. Lifelong maintenance (attendance)	9	2	4							
Topic 20. Lease Agreement. Specific types of employment contract: features of legal regulation	5	2	3							
Topic 21. Contractor's Agreement.	5	2	3							
Topic 22. Service Agreement. Contract of commission and commission contract.	5	2	3							
Total for Module 4	30	10	15			5				
<b>Module 5 . Service agreements.</b>										
Topic 23. Storage Agreement	4	2	2							
Topic 24. Transportation	7	2	2			3				

Agreement													
Topic 25. Property Management Contract and Freight Forwarding Contract.	4	2	2										
Topic 26. Loan and Credit Agreement. Insurance Agreement	4	2	2			3							
Topic 27. Bank Deposit Agreement. Bank Account Agreement. Concept of Factoring Agreement	3	1	2										
Topic 28. The calculations in civil law.	2	1	1										
Topic 29. Agreements to Dispose the Intellectual Property Right	3	1	2										
Topic 30. Economic Concession Agreement. Joint Venture Agreement	3	1	2										
Total for Module 5	30	12	15			3							
<b>Module 6. Non-contractual obligations. Inheritance law.</b>													
Topic 31. General provisions on non-contractual obligations. Public Promise of the Reward Without Competition Announcing	3	1	2										
Topic 32. General provisions on reparation.	11	2	4			5							
Topic 33. Obligations of harm caused by a source of increased danger.	6	2	4										
Topic 34. General provisions of inheritance law.	5	1	2			2							
Topic 35. Inheritance by law. Inheritance by will.	5	2	3										
<b>Total for Module 6</b>	30	8	15			7							
<b>Coursework on "Civil Law"</b>													
<b>FULL HOURS</b>	<b>180</b>	<b>60</b>	<b>75</b>			<b>45</b>							

### 5. Topics of seminars

№	Name topics	
1	Civil legal relations: concepts, structure and types	2
2	Protection of civil rights. Civil liability	2
3	Objects of civil rights. Things. Property	2
4	General provisions on a natural person as a subject of civil law.	2
5	Guardianship and trusteeship	1
6	General provisions on a legal entity as a subject of civil law	2
7	Entrepreneurial Partnerships. NonEntrepreneurial Partnerships: signs and species	2
8	Transactions: notions, signs of reality and species. The grounds and consequences of the recognition of transactions are invalid.	2
9	Representation	2
10	Concept of a Period in the civil law	2
11	General provisions on personal non-property rights of a natural person	1
12	The right of joint ownership. Protection of property rights.	2
13	The right of joint ownership. Protection of property rights.	1
14	General provisions on property rights to other people's property	1
15	Intellectual property law: general provisions	2
16	General provisions on obligations	2
17	Fulfillment of obligations and ways to ensure their implementation	2
18	Civil law contract: basic provisions	2
19	Contract of sale. Contracts of donation, annuity and life support	4
20	Employment contract: concept and content. Certain types of employment contract: peculiarities of legal regulation	2
21	A contract of employment	3
22	Agreements on the provision of services. Commission agreement and commission agreement	3
23	Storage contract	2
24	Contract of carriage	2
25	Property management contract and transport forwarding contract	2
26	Loan and credit agreements. Insurance contract	2
27	Bank deposit and bank account agreement. Factoring agreement	2
28	Settlements in the civil law	1
29	Agreements on disposal of property rights of intellectual property	2
30	Contracts on joint activity	2
31	Non-contractual obligations. Public promise of reward	2
32	General provisions on compensation for damage.	4
33	Liability for damage caused by a source of increased danger	4
34	General provisions of inheritance law	2
35	Inheritance by law. Inheritance by will	3
36	<b>Together</b>	<b>75</b>

### 6. Independent work under the guidance of a teacher

№		
3/II		

1	Independent work 1. Objects of civil rights. Categories of things and property.	6
2	Independent work 2. Legal personality of a natural person.	6
3	Independent work 3. Types of representation. Representation by power of attorney.	3
4	Independent work 4. Особисті немайнові права у системі цивільного права.	3
5	Independent work number 5. Способи захисту права власності.	5
6	Independent work 6. Realization of property rights to other people's property.	5
7	Independent work 7. The contract as the main form of implementation of legal relations.	5
8	Independent work number 8. Contract of carriage: legal nature and types.	3
9	Independent work 9. Damage compensation: concepts and grounds.	5
10	Independent work 10. Realization of hereditary legal relations.	2
<b>11</b>	<b>together</b>	<b>45</b>

#### 5. Means of diagnosing learning outcomes:

- exam;
- test
- module tests;
- defence of course work;
- defence of laboratory and practical work;
- - other types (results of non-formal education -

<https://elearn.nubip.edu.ua/mod/forum/view.php?id=114735>)

#### 6. Teaching methods:

- verbal method (lecture, discussion, interview, etc.)
- practical method (laboratory, practical classes);
- visual method (method of illustrations, method of demonstrations);
- work with educational and methodological literature (note-taking, thesis, annotation, reviewing, writing an abstract);
- video method (remote, multimedia, web-based, etc.);
- independent work (completion of tasks);
- individual research work of higher education students.
- scientific work (writing abstracts);
- other types.

#### 7. Assessment methods.

- exam;
- test;
- oral or written questioning;
- module testing;
- team projects;
- defence of term papers;
- presentations and speeches at scientific events (participation in scientific and practical conferences with the publication of abstracts based on the course work);
- other types.

8. **Distribution of points** received by higher education students. The assessment of knowledge of higher education applicants is based on a 100-point scale and is converted into national grades in accordance with Table 1 of the current 'Regulations on Exams and Tests in NUBiP of Ukraine'

Student rating, number of points	The assessment is national based on the results of the compilation	
	exam	test
90-100	excellent	credited
74-89	good	
60-73	satisfactorily	
0-59	not satisfactorily	not credited

To determine the rating of a higher education student in mastering the discipline R DIS (up to 100 points), the attestation rating (up to 30 points) is added to the rating of a higher education student in academic work RNR (up to 70 points):  $R\ DIS = R\ NR + R\ AT$

#### 9. Educational and methodological support

- electronic training course of the discipline (on the educational portal of NULES of Ukraine <https://elearn.nubip.edu.ua/course/view.php?id=606>)

1. Theoretical and practical materials on discipline "Civil law" as one of six basic legal (legal) disciplines "for students of 4th course, intend to take part in uniform professional entrance test, passes with use of organizational-technological processes of realization UPE. // M.: TSB "COMPRESS", 2017. - 32c.
2. **Horislavska Inna V.** - Associate Professor of Department of Civil and Economic Law, National University of Life and Environmental Sciences of Ukraine, Candidate of Science in Law, docent; / **COURSES METHODOICAL MATERIAL: COURSE TEXTBOOK, TRAINING PROGRAM AND ASSIGMNENTS ON «CIVIL LAW»** for full-time and part-time students of the Faculty of Law, specialisation 081 Law, degree of higher education «Bachelor». **2020 (the electronic version is in the library of National University of Life and Environmental Sciences of Ukraine)**

#### 10. Recommended sources of information

##### Basic

1. Civil Law Vocabulary In Use: Master 350+ Essential Civil Law Terms And Phrases Explained With Examples In 10 Minutes A Day Paperback – December 9, 2017 by JOHNNY CHUONG (Author) 1129 p., Independently published (December 9, 2017)
2. Civil Procedure, A Contemporary Approach (Interactive Casebook Series) 5th Edition by A. Spencer (Author) 80 p. West Academic Publishing; 5 edition (March 24, 2018)

3. Civil Law of Ukraine: Academic year : improvised . : In 2 Volumes / under the general editorship J.M. Shevchenko. Ed. 2nd add. and revised. / K : Publishing House " Jure ". 2006. T. 1. Chapeau . 696 p.
4. Scientific and Practical Commentary of the Civil Code of Ukraine : In 2 Volumes / for answers. under the general editorship A. Zeri (supervisor bus. Col.), N. Kuznetsova - K.: Inter Yurinkom , 2018. T. II. 1088 p.
5. Inheritance : Notary. Bar. Court: scientific-practical. guidance's. / S.Y Fursa , E. I Fursa , A. Klimenko , S.Y. Hrabovska et al., According Society. eds. S.Y Fursy. - K. : Publisher Fursa S.Y: CST 2017. 1216 p.
6. Roman Civil Law: Including The Twelve Tables, The Institutes of Gaius, The Rules of Ulpian & The Opinions of Paulus by Samuel P. Scott (Author), Roy A. Sites M.L.A. (Editor) CreateSpace Independent Publishing Platform (June 27, 2019).
7. The Civil Code of Ukraine (Abstract text on April 1, 2015) URL: <https://zakon.rada.gov.ua/laws/anot/en/435-15>

#### **Legislation:**

1. Civil Code of Ukraine : Law of Ukraine from 16.01.2003 № 435-IV. URL: <https://zakon.rada.gov.ua/laws/show/435-15>
2. On banks and banking activities : Law of Ukraine from 07.12.2000 № 2121-III. URL: <https://zakon.rada.gov.ua/laws/show/2121-14#Text>
3. On bail : Law of Ukraine from 02.10.1992 № 2654-XII. URL: <https://zakon.rada.gov.ua/laws/show/2654-12#Text>
4. on currency and currency operations : Law of Ukraine from 21.06.2018 № 2473-VIII. URL: <https://zakon.rada.gov.ua/laws/show/2473-19#Text>
5. On joint-stock companies : Law of Ukraine from 17.09.2008 № 514-VI. URL: <https://zakon.rada.gov.ua/laws/show/514-17#Text>

#### **13. Information Resources**

1. The Verkhovna Rada of Ukraine – URL: <https://rada.gov.ua/>
2. Ukrainian Cabinet of Ministers – URL: <http://www.kmu.gov.ua>
3. President of Ukraine – URL: <https://www.president.gov.ua/>
4. Ministry of Economic Development, Trade and Agriculture – URL: <https://agro.me.gov.ua>

## TEST ASSIGNMENTS

1. When travelling abroad, the owner of the poultry farm S. transferred it to the management of an individual entrepreneur A. under a property management agreement for a period of 5 years. Two years later, it turned out that the poultry farm was the subject of a pledge agreement and that the obligation secured by the pledge was NOT fulfilled. What right does A. have in this situation?

A To terminate the agreement, pay the fee due to him under the agreement in accordance with the management period and compensate for actual losses.

B To unilaterally withdraw from the contract, pay the management fee and compensation for lost business profits.

C To apply to the court for the transfer of the rights and obligations of the owner of the property transferred to management.

D To compensate for non-pecuniary damage caused to S. by the failure to inform him of the transfer of the poultry farm as collateral.

2. A limited liability company donated a car to a production cooperative. Select the provision that meets the requirements of the Civil Code of Ukraine for the conclusion of this agreement.

A Indication of the possibility of concluding gift agreements in the constituent documents of both entities.

B Indication of the possibility of entering into gift agreements in the charter of a limited liability company.

C Notarisation of the agreement, depending on the subject matter of the agreement.

D Notarisation of the agreement, taking into account the subject matter of the agreement.

3. Starting from June 2019, there is no information about the place of permanent residence of citizen R. When does R.'s wife have the right to apply to the court to declare him missing?

A 1 July 2021.

B 1 June 2021.

C 1 June 2020.

D 1 July 2020.

4. Which institute (sub-institute) of intellectual property law regulates relations regarding broadcasts (programmes) of broadcasting organisations?

A Related rights.

B Copyright.

C Patent law.

D Industrial property rights.

5. Citizen A donated a house to citizen B, after which B sold the house to C, and C sold it to D. Subsequently, the contract of donation of the house was declared invalid by the court as concluded by A under the influence of violence from B. What is the appropriate way to protect A's property right?

A Restitution.

B Negative action.

C Vindication.

D Conditional action.

6. In the evening near a shop, a citizen M. was attacked by an unknown person who tried to take possession of her handbag. Fighting off the attacker with an umbrella, M. accidentally hit a glass window with it, causing the window to crack. The attacker fled, and the store manager ran out of the store and accused M. of causing property damage. Who should compensate the store for the damage?

A M., since damage is always compensated by the person who caused it.

B The attacker, since he committed an unlawful act, and M. did not exceed the limits of self-defence.

C M., because in the course of self-defence she did not harm the attacker, but a third person.

D The attacker, because he committed an unlawful act, and M., who exceeded the limits of self-defence.

7. A limited partnership consisted of 5 general partners and 4 investors. If subsequently 3 depositors withdrew from the limited partnership, what are the consequences for the partnership?

A It is liquidated.

B It is transformed into a general partnership.

C It continues to exist as a limited partnership.

D It is transformed into a limited liability company.

8. A married couple made a joint will naming their daughter as their sole heir. In 2 months the father died. Which provision does NOT comply with the current legislation?

A The daughter has the right to inherit by will only after the death of both parents.

B The father's share in the right of joint ownership is transferred to the mother after his death.

C The daughter will inherit the father's share of the parents' joint property.

D After the father's death, the mother has no right to revoke the joint will.

9. What exclusive grounds does the Civil Code of Ukraine define for the emergence of superficies?

A Contract, will.

B Agreement, court decision.

C Testament, court decision.

D Testament, law.

10. When entering into a sale and purchase agreement, the parties agreed to pay for the goods in full, transfer ownership to the buyer, and transfer the goods to the buyer within ten days of payment. How should the issue of the risk of accidental destruction or accidental damage to the goods prior to their transfer to the buyer be resolved if the agreement was concluded orally?

A The Civil Code of Ukraine establishes a mandatory rule that the risk of accidental destruction or accidental damage to the goods passes to the buyer from the moment of payment.

B The Civil Code of Ukraine establishes a general rule that the risk of accidental destruction or accidental damage to the goods passes to the buyer from the moment of payment, allowing it to be changed by agreement of the parties.

C The Civil Code of Ukraine contains a mandatory rule that the seller bears the risk of accidental destruction or accidental damage to the goods before the goods are transferred to the buyer.

D of the Civil Code of Ukraine contains a general rule on bearing the risk of accidental destruction or accidental damage to the goods by the seller before the goods are transferred to the buyer, allowing it to be changed by agreement of the parties.

11. Citizen A. entered into a bank deposit agreement with a bank for a period of 1 year. The agreement did not stipulate the amount of interest to be paid by the bank to A. What are the legal consequences in this case?

A The agreement is considered to be not concluded, the bank must return the money to A.

B The bank is obliged to pay interest at the discount rate of the National Bank of Ukraine.

C Citizen A has the right to terminate the agreement unilaterally.

D The bank has the right not to pay interest until the amount of interest is agreed upon.

12. Which of the following documents does NOT belong to the warehouse documents issued by a warehouse to confirm the acceptance of goods?

A Warehouse receipt.

B A simple warehouse receipt.

C Double warehouse receipt.

D Warehouse acceptance certificate.

13. Two contracts were entered into between the same parties, in which the debtor parties failed to fulfil their monetary obligations. The obligation under the first contract was due on 28 February 2016, and under the second - on 25 February 2018. In July 2019, the parties agreed to terminate both obligations by offsetting their counterclaims. Which provision on the termination of obligations by set-off is consistent with the provisions of the Civil Code of Ukraine?

A They can be terminated on the specified grounds, as the parties' agreement on this is decisive.

B They can be terminated on the grounds specified, since the homogeneity of claims under these agreements is decisive.

C Cannot be terminated because the obligations under both contracts have been fulfilled.

D Cannot be terminated because the general limitation period has expired with respect to a claim under one of the contracts.

14. In the guarantee agreement, the parties agreed on the guarantor's subsidiary liability and that the guarantor is liable to the creditor for the principal and interest on the debt, but is NOT liable for penalties and damages. A fee was charged for the guarantor's services. Which provision is consistent with the provisions of the Civil Code of Ukraine?

A The parties could not establish subsidiary liability of the guarantor, since the debtor and the guarantor are always liable to the creditor as joint and several debtors.

B The parties could not limit the guarantor's liability to the payment of principal and interest, as the guarantor is always liable to the creditor to the same extent as the debtor.

C The parties could establish both joint and several liability of the guarantor, as the dispositive rule on this issue is fixed.

D The parties have increased the scope of the guarantor's liability, as the guarantor is liable to the creditor only in respect of the payment of the principal debt.

15. Indicate which document certifies the acquisition of ownership of an invention, utility model, industrial design:

A patent.

B a diploma.

C certificate.

D a licence.

16. What are the consequences of a will by which the testator, among other things, disinherited a person entitled to a compulsory share in the inheritance?

A The will is considered valid as a whole.

B The Will is deemed invalid only insofar as it deprives the person of the right to a compulsory share.

C The Will is considered void in general.

D The will is considered invalid in general.

17. Who is the owner of the property of a business entity?

1. The owner(s) of the property who established the business entity.

2. Founders of a business entity.

3. Legal entities - members of a business partnership.

4. The company itself.

18. Which of the following is a function of the collective management organisation of copyright and related rights?

- A Use of objects of copyright and related rights.
- B Conclusion of agreements on the use of rights transferred for management.
- C Inclusion of copyright and related rights objects as an integral part of collections.
- D Publication and reproduction of copyright and related rights objects.

19. Which of the following is the location of a legal entity?

- A The location of the body that carried out the state registration of the legal entity.
- B Location of the main production facilities or most of the property (assets) of a legal entity.
- C The place of residence of the founders of the legal entity.
- D The actual place of business or the location of the office from which the day-to-day management of the legal entity's activities, management and accounting are carried out.

20. What legal possibility characterises the right of ownership?

- A Exercising direct influence on the thing.
- B Managing the thing.
- C Receiving the fruits and income from the thing.
- D Determining the actual fate of the thing.

21. What is the consequence of fulfilment of a joint and several obligation in full by one of the joint and several debtors?

- A Replacement of the creditor in the principal obligation by the debtor who has fulfilled the obligation in full.
- B Emergence of a right of recourse to other joint and several debtors.
- C Transfer of debt to other joint and several debtors.
- D The principal obligation between the creditor and the debtors does not terminate because the other debtors have not fulfilled their obligation to the creditor.

22. Under what condition can a non-entrepreneurial company carry out entrepreneurial activity?

- A If the company acquires a licence.
- B If the company is registered as a business entity.
- C If the company obtains a permit from the fiscal service.
- D If the activity is consistent with the purpose for which the company was established and contributes to its achievement.

23. How does partial payment of a debtor's debt affect the limitation period?

- A The court may recognise this circumstance as a valid reason for the limitation period and protect the violated right.
- B The limitation period is renewed by the court.
- C The limitation period is suspended.
- D The limitation period starts anew.

24. What is the legal regime of property acquired as a result of joint labour and for joint funds of family members, unless otherwise provided by an agreement concluded in writing?

A Such property is jointly owned by the family members.

B Each family member has the right of private ownership of a part of such property in accordance with his or her contribution to its acquisition (manufacture, construction).

C Such property is the private property of the family.

D Such property is the joint property of the family members.

25. What is the basis for emphyteusis?

A A will.

B A contract.

C The law.

D A court decision.

26. Which of the following is the object of intellectual property rights?

A Official political documents issued by public authorities within the limits of their authority.

B Databases that do NOT meet the criteria of originality and are subject to the right.

C Computer programs, data compilations (databases).

D Reports on the news of the day or current events that have the character of ordinary press information.

27. Who has the right to choose the subject of an alternative obligation?

A The Creditor, unless otherwise provided by the agreement, acts of civil law, or arises from the essence of the obligation or business practices.

B A third party in whose favour the agreement is concluded.

C The debtor or the creditor, depending on the type of obligation and the agreement of the parties.

D The debtor, unless otherwise provided by the agreement, acts of civil law, or arises from the nature of the obligation or business practices.

28. Which of the following cases is considered by the court in a separate proceeding?

A Recognition of property rights.

B Recognition of a foreign court decision.

C Declaring a marriage null and void.

D On the transfer of ownerless immovable property to communal ownership.

29. Determine the type of territorial jurisdiction in the case of compensation for damage caused by injury:

A general.

B exclusive.

C contractual.

D alternative.

30. From which acquirer does the owner have the right to demand the transfer of all income from his property for the entire period of ownership?
- A Bona fide.
  - B Anyone.
  - C The owner has no right to demand the transfer of income.
  - D Unscrupulous.
31. What are the grounds for termination of easement?
- A Failure to use the easement for three years.
  - B Failure to use the easement for one year.
  - C Failure to use the easement for two years.
  - D Alienation of the property subject to the easement.
32. What are the consequences of combining the debtor and the creditor in one person in an obligation?
- A Termination of the obligation.
  - B Replacement of the obligation.
  - C Fulfilment of the obligation.
  - D Return of the obligation.
33. What right does the court have if the breach of an obligation was caused by the creditor?
- A Reduce the amount of damages and penalties recovered from the debtor.
  - B Increase the amount of damages and penalties recoverable from the debtor.
  - C Reduce only the amount of damages and increase the penalty to be collected from the debtor.
  - D Increase only the amount of damages and decrease the penalty to be collected from the debtor.
34. A party that unreasonably evades the conclusion of an agreement provided for in a previous agreement must:
- A pay a penalty.
  - B compensate the other party for the losses caused by the delay.
  - C pay a penalty for each day of delay.
  - D pay interest.
35. What right does the buyer NOT have if the goods are sold to him/her of inadequate quality?
- A To demand that the contract be declared invalid.
  - B To withdraw from the contract.
  - C Demand replacement of the goods.
  - D Demand a refund of the amount of money paid for the goods, if they have already been paid.
36. Who can act as a lessor under a financial leasing agreement?
- A A legal entity.
  - B A legal entity that has the status of a leasing company.

- C A legal entity or an individual entrepreneur.
- D A business entity.

37. What are the essential terms of a land lease agreement?

- A The object of the lease, the penalty.
- B The land plot together with buildings and structures located on it and the penalty.
- C The object of the lease, the term of the agreement, and the rent.
- D The leased object and measures aimed at protecting and improving the leased object.

38. What are the legal consequences of a lender's failure to fulfil its obligation under a loan agreement to transfer the item for use by the user?

- A The user has the right to demand termination of the agreement and compensation for damages.
- B The user has the right to withdraw from the agreement and demand compensation for damages.
- C The User has the right to demand the transfer of the item and compensation for damages.
- D The User has the right to withdraw from the agreement and demand a refund of the fee paid for the use of the item.

39. When does an insurance contract come into force, unless otherwise provided by the contract?

- A 3 from the moment the first insurance payment is made by the insured.
- B 3 from the moment the insurance policy (certificate) is issued.
- C 3 the moment the insurer makes the insurance payment.
- D 3 the moment of the insured event.

40. The subject of the loan agreement is transferred to the borrower:

- A into temporary possession.
- B into temporary use.
- C into ownership.
- D into temporary disposal.

41. What is the provision of credit as an advance payment, prepayment, deferred payment or instalments for goods, works and services?

- A Brokerage credit.
- B Commodity credit.
- C Consumer credit.
- D Commercial credit.

42. What are the legal consequences if the bank deposit agreement does not specify the amount of interest?

- A The bank is obliged to pay interest at the discount rate of the National Bank of Ukraine.
- B The agreement is considered gratuitous and the bank is not obliged to pay interest.

- C The agreement is not concluded.
- D The agreement is void.

43. When does the court have the right to ask questions to a witness in a civil trial?

- A After the witness has been questioned by the persons involved in the case.
- B After the witness has been warned of criminal liability on receipt.
- C After the person who called the witness.
- D The court asks the question first.

44. What are the names of the parties to a factoring agreement?

- A Factor and client.
- B Factor and factor recipient.
- C Factor and client.
- D Factor and factor recipient.

45. What relationship is mediated by the loan agreement?

- A Transfer of property into ownership.
- B Temporary use of property.
- C Acquisition of the right of trust.
- D Management of property for a certain period of time.

46. In which case can property NOT be reclaimed from a bona fide purchaser? A

The property is acquired under an exchange agreement from a person to whom the owner has previously leased it.

- B Property acquired under a sale and purchase agreement that was previously lost by the owner.
- C Property donated by a person to whom the owner has previously transferred it for storage.
- D Property acquired under a sale and purchase agreement that the seller has previously obtained by fraud.

47. What is an example of lawful use of a work without the author's consent?

- A Importation of copies, translations, alterations, etc.
- B Inclusion as an integral part of collections, databases, anthologies, encyclopaedias.
- C Reproduction of publicly delivered speeches in newspapers for informational purposes to the extent justified by the purpose.
- D Processing, adaptation, arrangement and other similar changes.

48. What is the right to obtain from a thing its useful properties, to appropriate the fruits and profits brought by the thing?

- A The right of possession.
- B The right to use.
- C The right to dispose of.
- D The right of operational management.

49. On a land plot granted to citizen S., he and his family members - his wife O. and adult son K. - built a house at the expense of joint funds and joint labour. What is the legal regime of this house?

A It is the joint property of S., O. and K.

B It is the property of S., and O. and K. have the right to be reimbursed for the costs they incurred in connection with the construction.

C It is owned by S., and O and K have the right to use it as members of the owner's family.

D It is jointly and severally owned by S, O and K, according to the contribution of each of them to the construction.

50. Under what conditions can a contract of accession be amended or cancelled at the request of the party that joined?

A It did not participate in determining the terms of the contract.

B The contract limits the liability of the other party for breach of an obligation.

C All terms of the contract were determined by the other party.

D The contract does not contain provisions on the contract price.

51. What is a term in civil law?

A A certain period of time with the occurrence of which an action or event of legal significance is connected.

B A certain point in time to which an act or event of legal significance is linked.

C A specific period of time to which an action or event of legal significance is linked.

D A specific point in time to which an action or event of legal significance is linked.

52. What claim may be filed by an heir who has missed the deadline for acceptance of an inheritance for a valid reason?

A To determine an additional period for acceptance of the inheritance.

B To establish the fact of acceptance of the inheritance.

C Recognition of the right to inheritance.

D On recognition of the right to a part of the inheritance property in accordance with his/her share in the inheritance.

53. How is guilt interpreted as a ground for civil liability?

A In civil law, there is a presumption of innocence.

B Civil law does not provide for cases of liability regardless of fault.

C Absence of fault is the only ground for exemption from civil liability.

D The obligation to prove the absence of fault in the breach of an obligation rests with the person who breached the obligation.

54. The bride and groom have entered into a written gift agreement under which the groom undertakes to give a diamond necklace to the bride on the day of marriage, but by this time the groom's company has gone bankrupt and the wedding expenses he has

already incurred have left him unable to fulfil his obligation. What right does the donor have?

- A To postpone the fulfilment of the obligation under the contract.
- B To demand that the contract be declared invalid in court.
- C To withdraw from the contract.
- D To demand the termination of the contract in court.

55. Under what conditions does a co-owner of real estate have the right to mortgage his/her share in common property without the consent of the other co-owners?

- A If the other co-owner is declared dead or missing.
- B If the other co-owner has been declared dead and there are no heirs either by law or by will.
- C If the mortgagor has a preemptive right to acquire a share in the joint property.
- D If the share in the joint property is allocated in kind and the ownership of it is registered as a separate property.

56. At what point does an insurance contract come into force?

- A Conclusion of the insurance contract.
- B The insurer issues an insurance certificate (policy, certificate) to the insured.
- C The payment of the insurance premium by the insured, unless otherwise provided by the contract.
- D Signing of the insurance contract.

57. Which of the following is the limitation period?

- A The period for filing a claim to the court for recognition of a transaction as invalid.
- B The period for submitting an enforcement document for execution.
- C The period for creditors to file their claims against a legal entity being liquidated.
- D The time limit for applying to a notary for an executive inscription.

58. Does novation terminate additional obligations related to the original obligation? obligation?

- A It does, unless otherwise provided by the agreement.
- B It does in all cases.
- C Terminates only surety, guarantee and pledge.
- D Does not terminate.

59. What can the property owner demand from an ILLEGAL bona fide purchaser? acquirer?

- A Transfer of all income from the property that he received or could have received during the entire period of possession.
- B Transfer of all income from the property that he received or could have received from the moment he knew or could have known that his possession of the property was illegal.

C Reimbursement of the necessary expenses for the maintenance and preservation of the property incurred from the time when the owner has the right to return the property or transfer the income.

D Reimbursement of expenses incurred to improve the property or actual expenses in the amount by which its value has increased.

60. What is the name of an agreement in which one party, an entrepreneur, undertakes to sell goods, perform work or provide services to anyone who requests them?

A Purchase and sale.

B Entrepreneurial.

C Public.

D Commercial.

61. What is the basis for the recognition of an insurance contract as invalid?

A Failure to comply with essential terms.

B Non-occurrence of the insured event.

C Conclusion of the contract after the insured event.

D Failure of the insured to make a regular payment.

62. A husband and wife entered into a written gift agreement under which the husband undertook to give his wife his car on her 50th birthday, but the husband died before the anniversary. What are the legal consequences of this agreement?

A The husband's obligation to transfer the car passes to his heirs.

B The husband's obligation to transfer the car is terminated.

C The wife is entitled to the husband's car upon reaching the age of 50.

D The wife is entitled to the car regardless of the anniversary and the presence of other heirs.

63. Who owns the title to a construction project?

A The owner, unless otherwise provided by the contract.

B The contractor, unless otherwise provided by the contract.

C The owner and the contractor jointly.

D The Contractor, unless otherwise provided by law.

64. Who can be an alienator under a contract for life care?

A Any subject of civil law with the appropriate scope of civil capacity.

B Any natural or legal person.

C Only a legal entity.

D Any individual.

65. During what period can the lessor object to the extension of the lease agreement?

A One month.

B Two months.

C In three months.

D Four months.

66. On what day does the right to inherit arise?

A When the heir learned about the death of the testator.

B When the heir applied for acceptance of the inheritance.

When 6 months have passed since the inheritance was opened.

D When the inheritance was opened.

67. What decision can NOT be made by the contest founder (competition commission, jury) based on the consequences of evaluating the results of intellectual and creative activities submitted to the contest?

A About awarding all prize places and leaving all items submitted for the competition with the founder of the competition, if this is provided for by the terms of the competition. B About the awarding of separate prize places, if several were established, and awards (prizes).

B On the awarding of an incentive prize and (or) an award (prize).

D About the refusal to award prizes, if none of the works submitted to the competition does not meet its requirements.

68. What is an apartment rental agreement concluded in writing between two natural persons, if its term of validity is not specified?

And Unstructured.

B Contracted for one year.

In the Agreement for five years.

D Contracted for an indefinite period.

69. From what moment does the patent expire?

And 3 days for which the fee has not been paid.

B 3 on the following day for which the fee has not been paid.

At 3 on the first day of the quarter for which the fee has not been paid.

D 3 on the first day of the year for which the fee has not been paid.

70. What contract mediates the transfer of things, determined by generic features, which are subject to return after the expiration of a specified period?

And the employment contract.

B Loan agreement.

In the rental agreement.

D Loan agreement.

71. Indicate which of the following is the object of copyright.

A Project of the official coat of arms of the city of Horishni Plavni.

B Press information about the news of the day.

In Design of a 500 UAH banknote.

D Official translation of the Presidential Decree into English.

72. Every day from 2:00 p.m. to 8:00 p.m., the mother placed her 12-year-old child under the supervision of O., who entertained her, walked with her, fed her, helped prepare lessons, etc. For the specified actions, according to the agreement of the parties, O. was paid money every day. The child's father lived separately and did not know about this relationship. During a walk with O., the child threw stones at a car standing on the side of the road and broke its glass. How will the issue of compensation be resolved in accordance with the Civil Code of Ukraine?

And the child's mother will compensate regardless of any circumstances.

B The child's mother and father will be reimbursed regardless of any circumstances.

The natural person to whom the child was transferred will be reimbursed, if he does not prove the absence of his parentage.

D The parents and the natural person to whom the child was transferred will be reimbursed jointly.

73. What is the application of the provisions of Articles 6 and 627 of the Civil Code of Ukraine on freedom of contract to an agreement on the non-disclosure of confidential information, due to the absence of special regulations governing it, called?

And the analogy of the law.

B Analogy of law.

In Legal conflict.

D Legal fiction.

74. Having written a computer program, M. submitted an application for copyright registration for it. After receiving the decision on the registration of the right, he paid the state fee for issuing the certificate. Subsequently, after entering information about the state registration of copyright in the State Register and publishing them in the official bulletin, M. received a Certificate of Copyright Registration. When did the copyright for a computer program arise in Moscow?

And 3 days of writing the program.

B 3 days of application submission.

On the 3rd day of entering information into the State Register.

D 3 days of publication of information in the official bulletin.

75. O. sold his share in the right of joint partial ownership of the house, without notifying the other 2 co-owners. What kind of lawsuit can co-owners bring to protect a breach of the first right of purchase?

A About the transfer of rights and obligations of the buyer to them.

B On recognition of their ownership of the alienated share.

In On recognition of the share purchase agreement as invalid.

D On compensation for moral and/or material damage.

76. In the power of attorney, which was issued by a legal entity for representation in state bodies, the term of the power of attorney and the date of its issuance were NOT specified, and there was no imprint of the seal of the legal entity. What are the legal consequences of issuing such a power of attorney?

And it can be recognized as invalid due to the absence of an imprint of the seal of a legal entity.

B It may be declared invalid due to failure to establish the validity period of the power of attorney.

B It is void due to the absence of an indication of the date of its execution.

D It is null and void due to the lack of a notarial certificate.

77. What goods can be the subject of a retail sales contract?

A Product intended for personal, home or other use not related to business activity.

B Any non-food product, regardless of the purpose of its further use by the buyer.

B Only food products that are approved for sale in retail establishments.

D Any goods intended for use related to the buyer's business activity.

78. Contractor A. deviated from the terms of the contract concluded on May 1, 2019, which caused significant deficiencies in the work. According to the Civil Code of Ukraine, what is the right of the customer B.?

A Demand termination of the contract and compensation for damages.

B Demand fulfillment of the terms of the contract within 3 to 6 months.

To demand fulfillment of the terms of the contract within a period not exceeding 3 months.

Д Demand compensation for damages and moral damage.

79. In what case is this a person whose right to freely choose a place of residence is limited, according to the legislation of Ukraine?

And K., to whom a punishment in the form of correctional labor was imposed by court verdict.

B. O., who previously lived in the temporarily occupied territory.

In P., who reached the age of 16.

G. V., who, according to the legislation on infectious diseases and psychiatric care, is subject to compulsory hospitalization and treatment.

80. The legal entity appealed to the court with a claim for the recovery of damages caused by the violation of the terms of the cargo transportation contract and fines for the delay in the fulfillment of the monetary obligation under this contract. What is the statute of limitations prescribed by the Civil Code of Ukraine in such a case?

And the general term of limitation is 3 years.

B 3 years for damages claims and 1 year for penalty claims.

1 year for claims for damages and 3 years for claims for penalties.

D Shortened limitation period — 1 year.

## Topic 1 General provisions of civil law. Civil Relations: concept, structure and species

**Of civil rights is considered to be the year 449 BC, when the first laws were adopted by the Roman state laws as "12" tables.**

**During many decades**, the legal system of Ukraine was formed within the legal system of the Russian Empire and the Soviet Union . So, tsyvilistytsi is common periodization, which involves three stages of science civil law, such as: 1) revolution (the 19th century. - Before 1917 ); 2) Soviet civil science ( since 1917 - the end of the eighties of the 19th century ); 3) Ukrainian civil doctrine that is on the habitats of integration and unification of civil law.

### 2. Object, methods and functions of civil law

The subject of civil rights is a certain part of social relations, which, taken together, is the subject of legal regulation. This relationship (Article 1 of the Civil Code) are moral and property relationships based on legal equality, free will, property independence of their members. That distinguished two groups of relations. Signs of property relations that are the subject of civil law are:

1) the nature of the commodity-money (is the focus of such relationships to ensure circulation of consumption of wealth in a society where the function of commodity-money production); 2) The expensive nature of the relationship; 3) the independence and autonomy of organization and property status of participants Relations (is the separation property of members of the relationship, which belongs to them in the relevant law - the title); 4) the legal equality of the parties as independent subjects of civil circulation.

The second group - personal unproperty relations, it is such relations, that closely constrained with the face of subject and arise up in connection with realization of the inseparable personal rights that in turn is divided into two groups a person: 1) individual rights on intangible assets , which may cause the possibility of obtaining monetary compensation or other financial benefits, it is - the right of authorship to works of science, inventions, art and other results of intellectual activity, and these results can be converted into a commodity ; 2) moral relations , which are subject to individual rights to intangible assets that are not capable in itself give rise to its bearer the right to a cash reward or other material benefit, it is - the right to honor, dignity and business reputation, the name the right to life and health, personal and family privacy .

Signs of the method of civil regulation are: legal equality of participants in civil relations; self-organization and the status of civilian property relations; initiative- dispositive civil law; restoration and compensatory protective equipment violated rights directed to the scope of the offending property , not per person. There are also other signs: a civil judicial protection of the rights , property orientation liability

Under the direction of understanding the functions of legal action that expresses the role of law in the organization (organizing) public relations.

Given the above, the civil law as a branch of private law - a combination of civil law laid down in the Civil Code of Ukraine , other legislative and normative acts that regulate on the basis of legal equality, discretionary property relations of commodity- monetary nature , and moral relations (both associated and non- associated with the property relations ) with actors ( individuals and legal entities , local communities ) that are independent organizational status of the property , at its discretion, exercise their rights come into relationship and bear civil liability for wrongful conduct wine to the victim by the violation .

Civil law is a building block - the union of law and creates a formalized system of civil law. The most important element of this system is the legal rules - legal institutions.

Principles of Civil Law are: fairness, honesty, principle of inadmissibility of abuse of the principle of freedom of contract, the sanctity of property rights, the principle of morality.

Sources of civil law : 1 ) The Constitution of Ukraine (Article 27, 29 - 35, 41 - 42, 47, 49, 50); 2 ) Civil Code of Ukraine ; 3) Economic Code of Ukraine ; 4) The Merchant Shipping Code of Ukraine is the source of contract law in commercial navigation ; 5) The Land Code of Ukraine ; 6) The Family Code of Ukraine ; 7 ) the laws of Ukraine ; 8) international agreements ; 9) conflict rules and customs

; 10) agreement; 11 ) The rules of stock trading, stock exchange rules , etc. - local acts are a source of contract law , but not the regulations; 12) Litigation and Statutes entities - not regulations.

The subject of science - a set of facts and events that serve targeted by science. Studying civil law private rights, the formation and content of civil law in order to identify prospects and trends of the institutions of civil law.

Civil law as an educational discipline teaches civil law and civil law doctrine. The objective of discipline is to study the norms of civil law and practice, which together constitute and the civil law as a branch of law. Students need to understand the logic of civil regulation.

**Civil legal relationships.** Civil relationship - indirect objective norms of civil law social relationship between actors of civil law, which is set in the grounds specified by law to meet the interests of civil relations in certain tangible or intangible benefits and lead to the emergence of these subjective civil rights and obligations, which provide the opportunity to implement appropriate legal mechanisms for protection of subjective civil rights.

Civil relations are viewed through the concept of disclosure elements of these relationships - components without which they can not exist. These elements in civil matters are: subjects and objects of these relationships; subjective civil rights and obligations of their members (which make up the content of these relationships).

Civil relations suggest that there are two parties authorized and obligated. Moreover, the authorized person is a member of civil relations, endowed with specific subjective civil right, which corresponds to a specific obligation of the other party, it has to face - civil law relations, which laid subjective civil obligation 'roads, implementation of which aims to create appropriate conditions for the respective rights of the authorized person.

Legal possibilities embodied and expressed in personality are called - the legal status of the subject of civil rights.

Objects civil relations can be considered identical objects define corresponding subjective civil rights, as well as in its social dimension Wong appear as the tangible or intangible benefits, the possession of which is legally protected interest of the authorized person.

Content subjective civil rights is revealed through the possibilities inherent in it: 1) the possibility of the subject of civil law in the very act one way or another (the right to their own actions) to perform certain actions as factual and legal content, or to refrain from their commitment; 2) the ability to require certain behavior from the parties liable (right to other people's actions); 3) the ability to protect their civil right or interest in the forms and in the manner prescribed by law (legality protection).

Thus, subjective civil right can be defined not only as the type and extent of permissible conduct of an authorized person and the totality of the person granted legal capacity to ensure the fullest possible realization of its legitimate interests in respect of tangible or intangible benefits that are the subject of relationships, in which it participates.

Thus, subjective civil obligation - established for the benefit of authorized persons and is equipped with the possibility of application of civil law protection of species and measure the proper conduct of the obligated person.

Types of civil relationships related to the subject of legal regulation of civil law. Property relations mediate the statistics and dynamics of civilian traffic - public relations on the establishment, membership, possession, use, disposal and movement of wealth. Moral relations have moral content and their objects are entirely moral good, with no appearance of the product.

There are also proprietary and contractual relationships. Real relationships are characterized by legal bondage authorized person with all the other actors of civil law, which laid a passive duty not to interfere with the implementation given their capabilities. Obligation - Legal Form of commodity-money circulation, there is always opposed an authorized person is obliged to face, they also tend to be urgent in nature, as opposed to real.

In the exercise of the right to be understood activities authorized entity, and pursuant to the duty - activity obligated party that (activity) and is also otherwise focused on the practical implementation of civil legal content.

According to Part 1, Art. 12 CC of Ukraine entity exercises its civil rights freely, in its sole discretion. So be subjective principles of civil law: the need to comply with laws; principle of unimpeded exercise of civil rights and assuredness; discretion in the exercise of rights and the inadmissibility of misuse of law; inadmissibility of harming others; combination of the individual and society and so on.

Legislation limits of subjective civil rights - the criteria of acceptability using various forms of practical implementation of the legal possibilities provided by the content of a subjective civil rights; compliance with these criteria in the behavior of the person providing it proper law according to its social purpose.

## **Topic 2. Protection of Civil Rights. Civil responsibility.**

Article 15 of the Civil Code of Ukraine establishes the right of every person to protect his civil rights in the event of any breach or non-recognition challenge.

Civil remedy is regarded as an institution of civil rights ( the right to protection - a subjective individual right to require the competent authorities of the enforcement tools of regulation) and civil procedural law (realization of the right to defense in court through legal relations arising after contacting the person to court to protect a civil right or interest - participant of the opportunity to act in a certain way or to require certain actions by the court or in the court of the other participants ).

Article 15 of the Civil Code of Ukraine determines such ground of subjective civil right or interest: violation - manifested in the non-observance of the rights of the parties in the commission of sheepskin with the law (Article 215 CC of Ukraine ); misuse of the product without the consent of the author ( st.443 CC of Ukraine ), etc.; recognition of civil law is passive denial of the presence of individual subjective civil rights ( recognition of ownership, joint ownership , recognize the notary force the parties' documents of title ); challenge subjective civil law reflects the state of relations , when subjective civil right denied to jurisdictional bodies.

Article 16 of the Civil Code of Ukraine provides the right person to go to court to protect your personal non-property and property interests. Rights status and the judicial system is in accordance with the laws of Ukraine "On the Judicial System and Status of Judges" (define forms of protection: civil, commercial, administrative) "On International Commercial Arbitration" Code of Civil Procedure, the Commercial Procedure Code.

Part 2 of Article 16 of the Civil Code of Ukraine provides a list of the main ways to protect civil rights and interests :

- Recognition of the right .
- Recognition of the right to void the rank
- Suspension , which violated the right
- Restore the situation that existed before the infringement .
- Enforcement of the obligation in kind
- Change and termination of relationship
- Damages
- Compensation for moral (non-property ) damage
- Recognition of unlawful decisions , actions or omissions of a public authority , the authority of the ARC. , Local governments and their officials and officers

The list is not exhaustive methods.

Terms of compensation contained in Art. 623 CC of Ukraine.

The general term «losses» consists of two components. First, the so-called "real harm", which komentirovan article understands two groups of costs:

1) costs that a person has suffered due to the destruction or damage of items. In this case we are talking about are the actual costs that have already been made by the person . It may cost the destroyed things other real losses incurred in connection with the person destroying things ( for example , the cost of repair lost due to the destruction of the ball valve riser water flooding the apartment and the apartment ) and others.

Contract or the law may provide compensation to a lesser or greater extent. For example, according to Art. 924 CC of Ukraine, the carrier is responsible for loss, shortage, damage or injury accepted for carriage of cargo, baggage and mail in the amount of actual damages. That is, in this case the carrier will reimburse the victim lost profits.

The concept of loss listed in Part 5 of Article 225 of the Civil Code of Ukraine and in paragraph 2 of Article 22 of the CC of Ukraine, are not identical. Paragraph 2 of Article 22 of the CC of Ukraine is loss: loss, which a person has suffered due to the destruction or damage of the way, and the costs that a person has done or should be done to restore their violated rights (real losses); income that a person could actually get under normal circumstances, if it is not right has been infringed (lost profit).

Under Part 1, Art. 225 Civil Code of Ukraine is loss : cost of lost , damaged or destroyed property, determined in accordance with the law; additional costs (penalties paid to other entities , the cost of additional work incurred additional materials, etc.) incurred by a party who has suffered damages as a result of breach of obligation by the other party; received benefit ( loss of profits ), which is the party that has suffered a loss , had a right to expect when the proper performance of the obligation by the other party ; financial compensation for moral damages in cases prescribed by law. Thus, the Civil Code of Ukraine establishes features of damages in commercial relations.

The Civil Code of Ukraine includes part of the loss not only cost that person has made and those that it has to be done to restore their violated rights. Instead, Economic Code of Ukraine includes only part of the damage costs incurred by the party injured. Therefore, the economic relations expenses that a person should do in the future of the damage are not included.

Under moral damages should be understood non-property losses due to moral and physical suffering, or other adverse effects caused by natural or legal person by unlawful acts or omissions of others.

Under current law moral hazard may be, in particular: the humiliation of honor, dignity and business reputation or prestige, moral feelings because of damage to health in violation of property rights (including intellectual) rights granted to consumers, Other civil rights, in connection with unlawful acts under investigation and the court, in violation of normal life relationships through continuing inability active social life, disrupting relationships with others, the occurrence of other adverse effects.

Under the non-pecuniary damage inflicted entity to be understood non-property losses that occurred due to the humiliation of its business reputation, infringe on the trade name, trademark, industrial brand, disclosure of trade secrets, as well as actions directed at reducing the prestige or trust to its activities.

Article. 23 Civil Code of Ukraine stipulates that the amount of moral damages is independent of the amount of material, clearly defines what is moral hazard:

1. physical pain and suffering, which the individual has suffered due to injury or other impairment of health;
2. distress which the individual has suffered due to the wrongful conduct on herself, her family members or close relatives;
3. distress which the individual has suffered due to the destruction or damage of property;
4. humiliation of honor and dignity of an individual and business reputation of a person or entity.

Civil liability is recognized one of the forms of legal liability, the essence of which is the use of established civil law enforcement action effects (sanctions) to the violator of civil rights and obligations. As with all types of liability, civil liability has its own characteristics, the main of which are: 1) the nature of the property; 2) compensatory (purpose of civil liability is to restore violated the property rights of the creditor, its size under normal conditions should correspond to the size of damages); 3) complementary to the offender, as is usually the debtor is not released from the obligation in kind.

The division of civil liability for certain types occur on different criteria. For example, depending on the nature of the distribution of responsibility among multiple debtors are distinguished: equity, solidarity, vicarious.

Equity liability occurs if one of the debtors is liable to the creditor only to the extent that falls to it under law or contract. Equity responsibility matters of general application rules and always applies if the obligation is several debtors, but they are a secondary or joint and several liability is not established. Destiny attributable to debtors are recognized as equal if law or agreement provides otherwise.

Solidarity liability is characterized by the fact that in case of its application the lender has the right to sue a debtor as all together or each one separately, both in full and in part of the debt. Moreover, the creditor has not received full satisfaction from one of the solidary debtors may require under-supplied with remaining solidary debtors. Thus in agreement debtors remain bound until the obligation is not extinguished completely.

Vicarious liability applies when the obligation to participate in two debtors, one of whom is the primary, and the second additional (subsidiary). Subsidiary debtor is liable to the lender in addition to the primary responsibility of the debtor. The lender has the right to impose a requirement that the subsidiary debtor is not right, but only if the requirement is not satisfied the principal debtor.

Contractual liability is always a sanction for violation of a contractual obligation that arises under a civil contract. Non-contractual liability arises if the sanction is applied to an offender who has no contractual relationship with the person who harmed.

Delictual liability is non-contractual liability and following the breach of the general duty of any person not to cause harm to another person. Tort liability serves a special form - the obligations arising from the injury (Chapter 40 of the CC of Ukraine), in which the creditor is a person, the victim, and the debtor - a person who has caused the damage.

Civil law provides for the emergence of the obligation to make reparation 4 conditions: 1) the task of property damage, that is one that can be displayed in the money (Civil Code of Ukraine provides for monetary valuation, and therefore non-pecuniary damage); 2) the unlawfulness of the acts of the person who caused the damage that her violation of legal rules and regulations; 3) the existence of causal connection between the wrongful acts we have - the person who caused the damage, and this damage; 4) The fault of the person who caused the damage.

### **Topic 3 Objects of civil rights. Things. Property.**

Concepts and types of objects of civil rights. The objects of civil rights is any tangible and intangible benefits for which there are or there may be civil rights and obligations.

Signs of objects of civil rights:

- 1) determination of the presence and in public circulation;
- 2) the possibility that they belong to the participants of civil relations;
- 3) the possibility of alienation or transfer from one person to another in succession.

Under the terms of the ability to be in turnover objects of civil rights, they divided into:

- 1) the items are in free circulation (alienated or transferred from one person to another);
- 2) the items removed from the civilian traffic (staying in public circulation is not allowed);
- 3) objects, which are limited to use public circulation (may include sales to certain users or stay in turnover which is allowed by special permit);
- 4) facilities that are inseparable to an individual or a legal entity.

By type of rights:

- 1) objects of personal non good (personal non good of natural person: life, health, honor and business reputation, personal integrity, personal information, etc.);
- 2) objects of real rights (things including money);
- 3) objects of intellectual property (the product of the invention, industrial design, an indication of origin, trademark, undisclosed information, etc.);
- 4) objects of corporate rights (participation in the management of a legal entity, dividends, assets in case of liquidation of a legal person, etc.);
- 5) obligation objects rights (actions, including works and services);

## **Things. Property.**

According to Article 179 of Civil Code of Ukraine, the thing - the subject of the material world, for which there may be civil rights and obligations. Thing is recognized any of material object that can be the object of civil circulation.

By order of things movement in space are divided (Art. 181 CC of Ukraine):

- 1) moving (which can freely move in space);
- 2) immovable (whose movement is impossible without depreciation and changes of use).

Part 1 of Art. 181 CC of Ukraine - The legal treatment immovable thing can be legally extended on air and sea vessels, on inland vessels, on space objects and other things, the rights to which are subject to state registration.

By way divided divisibility (Art. 183 CC of Ukraine):

- 1) divisible (can be divided without losing their purpose);
- 2) indivisible (can not be divided without losing their purpose).

The nature of the signs, they are divided by the way (Art. 184 CC of Ukraine):

- 1) individually identified (is essential) (endowed with only their inherent characteristics that distinguish them from others of similar things individualizuyuchy them);
- 2) generic (replaceable) (they has symptoms common to all things of the same kind, and measured the number, weight and measure).

As a result of the consumption of things are divided (Art. 185 CC of Ukraine):

- 1) consumable (due to one-time use are destroyed or cease to exist in its original form);
- 2) non-consumable (intended for repeated use, which retain their original appearance for a long time).

By appointment thing divided:

- 1) simple ( which make up a whole and not divided into parts );
- 2 ) complex (consisting of several parts ):  
main things ( which are served by other things ) and accessories ( designed to serve the other ( major ) things and related joint appointment ) ( Art. 186 CC of Ukraine );  
complex (if a few things form a single unit that allows you to use it for other purposes, they are considered as one thing ( Art. 188 CC of Ukraine ). Agreement done on a complex way, applies to all its parts , unless otherwise provided by contract.

The company as a single property complex is immobile and can be the subject of sale, mortgage, lease and other transactions.

**3. Securities.** Securities are a document in the prescribed form with the relevant requisites which proves money or other property right defines the relationship between the person who released (published), the owner and compliance with its obligations under the terms of his release, and the ability to transfer rights arising out of this document to others.

Groups of securities (Article 195 CC of Ukraine):

- 1) equity securities certifying participation in the authorized capital, give their holders the right to participate in the management of the issuer and a share of income, including dividends and the liquidation of the property by the issuer;
- 2) debt securities that certify a loan that involves issuer's obligation to pay a specified term means in accordance with the obligations;
- 3) derivative securities, the mechanism of production and circulation are associated with the right to buy or sell within the time specified in the contract, securities and other financial and (or) commodity resources;
- 4) securities of to disposal of goods that give their holder the right to dispose of goods specified therein.

Types of securities by the holder of certainty:

- 1) bearer security (right, certified security is of the bearers of the security);
- 2) The registered security (rights certified security are the person named in the security);
- 3) security - order (right, certified security are the person named in the security, which may itself exercise these rights or assign its order (order) another authorized person).

Results and intellectual property and other objects of intellectual property provide civil rights and obligations under the fourth book of this Code and other laws (Article 199 CC of Ukraine).

Information is documented and publicly announced information on events and facts that have or are taking place in society, the state and the environment (Article 200 CC of Ukraine)

An individual of relationship in the field of information may require removal of violations of his rights and compensation for material and moral damage caused by such violations.

The order use of information and the protection of it is established by law.

Personal non good (Art. 201 CC of Ukraine)

Personal non good that are protected by civil law include: health, life; honor, dignity and business reputation; name (name); authorship; freedom of literary, artistic, scientific and technical work, and other benefits that are protected by civil law.

Securities and money as the specific objects of civil rights. According to part 1 of Article 196 Civil Code of Ukraine valuable paper is a document in prescribed form with the relevant details, identification monetary or other property obligations and defines the relationship between the person, who it has released (published) and owner and provides fulfillment of obligations in accordance with the terms of his release, as well as the ability to transfer the rights arising from this document to others.

The first classification criterion which provided in Article 1 of the law of Ukraine «On securities and stock market» -securities in order of their placement (issue) are divided into emission and no emission.

Emission securities - securities that identity equal rights their owners within a single issue of an individual accepting the relevant obligations (issuer).

The issued securities are: promotion; bonds; bonds of local loans; State bonds of Ukraine; mortgage certificates; mortgage bonds; certificates of real estate operations funds (hereinafter-certificate background); investment certificates; Treasury obligations of Ukraine.

In Ukraine in civilian circulation can be such a group of securities:

1) equity securities - securities which certify the participation of their owner in the share capital (other than investment certificates and certificates), give the holder the right to participate in the management of the issuer (certificates of real estate) and receive part of the profits, in particular in the form of dividends, and part of the property in case of liquidation of the issuer (certificates of real estate).

The equity securities include:

- a) action;
- b) investment certificates;
- c) certificates of real estate;

2) debt securities - securities that certify the loan relationship and stipulate the obligation of the issuer or the person who issued the no emission valuable paper, pay in specified term means to convey the goods or provide the services in accordance with the commitments:

- a) bonds;
- b) State bonds of Ukraine;
- c) bonds of local loans;
- d) treasury obligations of Ukraine;
- e) savings (deposit) certificates;
- e) bank paper;

3) mortgage securities - securities issue which provided mortgage (mortgage pool) and which certify the right of owners to receive from the issuer funds owed to them. To mortgage securities include:

- a) mortgage bonds;
- b) mortgage certificates;
- c) fittings;

4) privatization securities - securities which certify the right of the owner to free receipt during privatization of property of State enterprises, the State Housing Fund, Land Fund;

5) derivative securities - securities issuance and circulation mechanism which is connected with the right to buy or sell during the term established contract, securities and other financial and/or commodity resources;

6) commodity regulatory securities - securities, which give their holders the right to dispose of the assets specified in these documents.

*Action* - name valuable paper proving property rights of its owner (shareholder) to a joint stock company, including the right to receive part of the profits of the company in the form of dividends and the right to receive part of the property of the company in case of its liquidation, the law on the management of joint - stock company, as well as non-property rights, stipulated by the Civil Code of Ukraine and the law that regulates the establishment, operation and termination of joint stock companies and the law on collective investment institutions.

*Bond* - a security certifying the introduction of its first owner of money determines the relationship between the owner of loans and bonds by the issuer, the issuer's obligation confirms return to the owner of the bonds of its nominal value in a prospectus (for government bonds - the conditions of their placing) term and pay a yield on bonds, unless otherwise stipulated in the prospectus (for government bonds - the terms of their placement).

*Treasury obligations of Ukraine* - the State security, which is hosted exclusively on a voluntary basis among natural persons, certifies the fact of the debt to the State budget of Ukraine before the owner of Treasury obligations of Ukraine, gives the holder the right to receive cash income and is repaid according to the terms and conditions of placement of the Treasury. The nominal value of Treasury can be defined in the national or foreign currency.

*Investment certificate* - security, which is the investment fund, investment firm, asset management company mutual investment fund and proving ownership of the investor to share in the investment fund, a mutual fund investment companies and mutual funds investment fund.

*Savings (deposit) certificates* - a security confirming deposit made in the Bank and depositor (the certificate holder) receipt from splivom fixed term deposit amount and the interest specified in the certificate of the Bank that issued it.

*Promissory note* - a valuable paper which certifies unconditional monetary obligation of issuer or its order of a third person to pay after the onset of the period of payment of certain amount the holder of the promissory note the promissory note). Bills can be simple or Exchange and exist exclusively in documentary form, in addition to the financial promissory notes.

Chapter 13 Civil Code of Ukraine of one of the types of objects of civil rights provides money and part 1 Article 192 Civil Code of Ukraine as legal tender, binding to reception on the whole territory of Ukraine recognizes the hryvnia as currency. For organizing cash circulation setting values, protection systems, design of banknotes, creation, manufacture and storage of banknotes and coins by the National Bank of Ukraine, which also carries its national currency and sets the official exchange rate of hryvnia to foreign currencies (Article 33 of the law of Ukraine "On the National Bank of Ukraine").

#### **Topic 4. General provisions on a natural person as the subject of civil law.**

In accordance with Article 24 Civil Code of Ukraine of the individual is a person serving as a member of the civil relations. Consequently, the concept of identity in the sense of the law do not coincide with the notion of man as being biological; Sometimes it is narrower, sometimes is wider than the concept of the human person.

In order to be the subject of civil relationships, the man clothed with civilian capacity, the ability to have civil rights and duties (Article 25 Civil Code of Ukraine).

Civil legal capacity is a necessary prerequisite for the emergence of subjective civil right, which determines the range of potential rights and obligations that they may have the citizens of Ukraine.

Therefore, the capacity is only a general, abstract ability to have rights or responsibilities. Instead, the specific rights and obligations arise from the grounds stipulated by law, is the legal facts.

Set forth provisions relating to any individuals: Ukrainian citizens, foreigners, stateless persons. According to the Constitution of civil legal capacity is based on the principles of equality and social justice (Articles 21-24 of the Constitution of Ukraine). Prohibited any form of restriction of the rights of citizens on the grounds of social, racial, national, linguistic or religious affiliation. Certain restrictions on legal capacity of foreign citizens and persons without citizenship are established by law for the purpose of State security or the event-response for citizens of those countries which have restrictions for Ukrainians.

Civil capacity of physical persons arises at the moment of her birth, and stops at the moment of her death. In cases established by law, protected the interests of the Immaculate, but the unborn child. The birth of a child is determined by medical indicators by specific characteristics (weight, ability for independent breathing etc.). However, Article 25 of the Ukraine does not require that the child was viable. If she lived, at least for some time, it is recognized by the law. It is important, in particular, for hereditary legal relations, as in this case, such a child may inherit property and, in turn, after her possible inheritance by law (art. 1261, 1258, 1268 Civil Code of Ukraine and others).

Legal capacity of a citizen shall be terminated at the moment of death, when returning to life excluded. The legal consequences of death equates ads Court citizen dead.

A general rule capacity does not depend on age, health, ability to regulate rights and duties, the vitality of a person. In accordance with article 26 of the Civil Code of Ukraine, all individuals are equal in ability to have moral and property civil rights and duties established by the Constitution and the Civil Code, as well as other civil rights if they do not contradict the law and moral principles of society.

Therefore, the characteristic features of legal capacity is: its equality for all individuals; not alienated ; the impossibility of its restrictions except in cases expressly established by law; existence as a natural property of physical persons.

In accordance with Articles 24, 64 of the Constitution limiting the rights of man and citizen is only possible on the basis of the law and only to the extent that this is necessary to protect the foundations of the constitutional order, morality, health, rights and legitimate interests of other persons, ensuring the defence and security of the State (art. 1, 3, 4 Civil Code of Ukraine).

In cases established by law and only by the decision of the Court, the citizen may be limited in the ability to have some rights. Such limitations include, in particular, criminal penalties.

The right to the name belongs to a personal inalienable rights. Article 28 Civil Code of Ukraine provides that an individual acquires rights and duties and carries them under his name, which is given to her in accordance with the law. At the same time in the implementation of individual civil rights an individual may use a pseudonym (made-up name) or act without specifying a name. For example, the authors of works of science, literature, art and related rights can be used for personalising the alias that repeats the name of another person.

In accordance with the Convention on the rights of the child a child gets the right to name since birth.

The name of the natural person who is a citizen of Ukraine, consisting of surnames, their own name and patronymic unless otherwise follows from the law or custom of the national minorities, to which it belongs.

In Articles 145-148 Family Code installed, the name of the child is given with the consent of the parents, the patronymic is determined by the name of the father, unless otherwise stipulated by the laws of Ukraine or not based on national customs. The surname of the child is determined by the surname of the parents, and when they have different names — by agreement between them. Disputes between parents concerning the name or surname of a child are settled by custody and care. If the paternity of the child is not installed in the established law, you name it is given as directed by the mother's patronymic is the name of the person recorded in the child's birth certificate as her father, and the last name is the surname of the mother.

In Article 28 Civil Code of Ukraine there is no mention of the right of a citizen to change the name. However, the family code of Ukraine provides for this possibility in the case of registration of marriage (art. 35 Civil Code of Ukraine), the dissolution of marriage, declaring it null and void (art. 45, 46 Civil Code of Ukraine), adoption (art. 23 Civil Code of Ukraine), the establishment of

paternity. The question is decided by the guardianship and care, proceeding from the interests of the child and with her consent if she reached 7 years of age.

When changing the name of the appropriate changes are made in the Conference record of the birth and other documents. The Passport to be replaced. All rights and obligations acquired citizen under the former name, retain validity.

Place of residence is essential for the implementation and protection of the rights of the individual, ensuring the stability of civil relations. Yes, the place of residence of the debtor or the creditor may have significance for establishing the place of performance of obligations, if it is not provided by law or contract (Article 532 Civil Code of Ukraine), the place of opening of heritage (Article 1221 Civil Code of Ukraine).

An individual has the right to free choice of place of residence and their changes, except in cases established by law.

The right to residence, stipulated by the Constitution of Ukraine (Article 33 Civil Code of Ukraine), the General Declaration of human rights (Article 13 Civil Code of Ukraine), Convention on the protection of human rights and fundamental freedoms (Article 2 Civil Code of Ukraine) and the International Covenant on Civil and political rights (Article 12 Civil Code of Ukraine), the law of Ukraine "on freedom of movement and free choice of place of residence in Ukraine.

According to the Civil Code of Ukraine, the place of residence of the individual, recognized residential building, apartment, other room suitable for your stay in it (the residence, hotel, etc.) in the relevant locality, in which the individual resides permanently, or temporarily.

Civil competence is the ability of individual actions to acquire for himself the same civil rights and implement their own, as well as their ability to perform their actions create for himself civil obligations to them and held accountable for their failure.

Civil competence has an individual who realize value by their actions and can manage them. The amount Civil competence disability arises not immediately after birth, and gradually, as you reach a certain age, and depends on the mental health of the individual. Civil Code of Ukraine establishes the scope of civil legal capacity, which may be restricted only in cases and in the manner established by law. With this in mind, consider the following types of civil legal capacity:

- full capability;
- partial capability;
- partial capability;
- limited capability;
- recognition of facial dysfunctional.

According to the Civil Code of Ukraine full capability comes with achieving adulthood — providing age.

## **Topic 5. Guardianship and trusteeship.**

The concept and Objectives of Guardianship and Trusteeship. The legal status of guardianship. Categories of individuals over which set guardianship and custody guardianship and custody in court and guardianship authority procedures for the appointment of a guardian or trustee. The rights and duties of guardians. Management of the person under guardianship. The exercise of guardianship over the property. The release of the trustee and the trustee. Termination of guardianship and trusteeship.

Guardianship is established over the small parties, who are deprived of parental care, and individuals, which is recognized as legally incapable (art. 58 of the CC).

Guardianship is established over minors by persons who are deprived of parental care, and individuals, civil capability restricted (art. 59, CIVIL CODE of Ukraine).

The first stage is the guardianship or custody. Custody or guardianship is determined by a court or organ of guardianship and tutorship. The Court establishes the custody or guardianship in case of:

- 1) Recognition of individual dysfunctional;
- 2) Restriction of the individual in civil legal capacity;

3) If underage or a minor is deprived of parental care.

In other cases, guardianship or care of an individual is determined by the custody and care.

The next stage is the appointment of guardians or trustees. The appointment of a guardian or trustee, with their consent, carries the body of custody and guardianship.

Guardian or trustee appointed mainly from persons who are in the family, family relations with Ward, taking into account the personal relationship between them, the possibility of a person to perform the duties of the guardian or trustee. In appointing a guardian for the support person and the trustee for the underage person is the desire to ward (article 64 of the CIVIL CODE of Ukraine). Guardian or caregiver may not be a physical person as well) which is deprived of parental rights if those rights were not renewed; b) behavior and interests which conflict with the interests of the individual, which requires custody or care.

At the same time, guardian has the rights:

1) to demand the return of ward from persons that hold it without a legitimate reason;

2) commit transactions on behalf and in the interest of Ward, in addition to contracts as well) in which counterparties is the guardian, his wife, the husband and close relatives, such as parents, children, brothers, sisters (except for the transfer of property *pidopičnomu* property by contract of gift or bequest grant contract usage); b) donation on behalf of the ward; in) bail on behalf of the ward. In this case, a guardian is not allowed without the permission of the guardianship authority and care: and) to abandon the property rights of Ward; b) issue a written commitment on behalf of the ward; in) enter into agreements, which are subject to notary and (or) State registration, including agreements on dividing or sharing a House, an apartment; g) enter into agreements regarding other valuable property;

3) take care of preservation and use of the property of the ward is in his best interest. If Ward is the minor person who can independently determine their own needs and interests, the guardian, exercising control of her property, must consider her wish. Guardian independently carries out the costs necessary to meet the needs of the client, at the expense of pensions, alimony, income from the property of the ward, etc.

Trustee endowed on Ward the following duties:

1) to take measures for the protection of civil rights and interests of the ward;

2) concerning underage persons to take care of creating the necessary conditions for her household, about her upbringing, education and development;

3) concerning physical person, civilian capability which is limited, is to take care of her treatment, creating the necessary domestic conditions.

Guardianship is terminated in the following cases:

1. transfer and support person for parents (adoptive parents);

2. achievement of wards 14 years;

3. renovation of civil capacity of physical persons that was dysfunctional.

Guardianship is terminated in case of:

1. achieving individual adulthood;

2. marriage registration of underage persons;

3. provision of a minor person of full civil capacity;

4. renovation of civil capacity of physical persons, civil capability was limited.

From custody and guardianship should distinguished Institute Assistant and mentor.

The Assistant may choose a capable person for health cannot independently exercise their rights and duties (art. 78 of the CC). An Assistant may be a legal person.

## Module 2.

## Topic 6. General provisions on legal entity as a subject of civil law

Article 42 of the Constitution establishes the general rule according to which every person has the right to the enjoyment of a business activity that is not prohibited by law. In order to implement this right, an individual should have a business capability, or commercial viability. Conditions of the existence of such capacity determines the century 50 CC which establishes that the right to exercise not prohibited by the law of entrepreneurial activity has a natural person with full civilian capacity. So, to engage in business activity may not be every natural person only and that has reached 18 years of age (the age of majority), if it is not limited in capacity for health as a result of abuse of alcohol or abuse c. c. 34, 36 CC).

Article 50 CC, pointing out that anyone can be an entrepreneur, not mentions among them persons with partial capacity. Therefore, individuals who wish to engage in entrepreneurial activities and reached 16 years of age, you must first obtain written consent to registration as an entrepreneur from the parents (adoptive parents). trustee or custody and care. If you have given consent, such a person may be registered as an entrepreneur. In this case, it acquires full civil capacity from the moment of State registration as an entrepreneur (including article 35 CC).

The prerequisite for entrepreneurial activity is the State registration of the physical person as an entrepreneur in the manner prescribed by the law of Ukraine "on State registration of legal entities and individuals-entrepreneurs"

2. Applying to regulation of entrepreneurial activity of individuals, legal acts regulating the entrepreneurial activity of legal entities

As sets. 51 CC, to the entrepreneurial activities of individuals apply normative legal acts, regulating the entrepreneurial activity of legal entities, unless otherwise provided by law or is not derived from the essence of the relationship.

It follows a number of conclusions:

- 1) Capacity of an individual entrepreneur almost equals to the legal capacity of legal entities — commercial organizations. He might have rights and bear responsibilities necessary to exercise any activities not prohibited by the law may be applied to wage lab our, etc;
- 2) According to the general rule to the business activities of the individual applied norms of General Civil (CC) and standards special legislation (GK). However, the position of the last may not be applied to those cases of entrepreneurial activity, which is enough to fully and specifically regulated CC (for example, rules of sale and other agreements is enough to fully set out in sec. 54 CC, but because the relevant obligations of entrepreneurs may be governed by the CIVIL CODE in the part which is not regulated by the provisions of the CIVIL CODE);
- 3) Normative legal acts, regulating the entrepreneurial activity of legal entities, shall not apply in cases where it follows from the very essence of the relationship. For example, do not apply the norms of civil competence of a legal entity (art. 92 of the CIVIL CODE of Ukraine), branches and representative offices (art. 95 CC) etc.

Civil legal responsibility of natural person-entrepreneur in the century. 52 CC is regarded as laying on such a person the obligation to answer for the obligations associated with its activities. In this century. 52 determines the amount of such liability, indicating that individual-entrepreneur responsible in such cases, all their property, except property that according to law may not be levied, but does not define its grounds, conditions, etc.

As regards the amount of the refund, then CC Ukraine calls the two criteria, which are: 1) the cost of the entire property entrepreneur; 2) value of property entrepreneur, that according to law may not be levied.

In the case when the debtor has property that belongs to him on the right of common property, foreclosure is drawn to it, defined in accordance with the law.

For some types of incomes, the foreclosure may not be addressed. These include payment of compensation of damage caused to health, due to the death of the survivor assistance in connection with the birth of a child, death of relatives, etc., as well as severance pay, paid for the release of the worker.

4. Recognition of an individual entrepreneur bankrupt

An individual who is unable to satisfy the demands of creditors, related to the implementation of her entrepreneurial activity can be recognized by the bankrupt (article 53 of the CIVIL CODE of Ukraine). Bankruptcy is on the common grounds and in the manner prescribed by law, including the law of Ukraine «About restoring debtor's solvency or declaring it bankrupt» Bankruptcy is such a recognized court

insolvency of the debtor, his property is not sufficient to pay the debt. The result of the bankruptcy is the forced termination of business activities. Physical person-entrepreneur might voluntarily declare themselves bankrupt, but for this it is required the consent of all of ITS creditors.

In cases of bankruptcy of an individual entrepreneur's requirements to creditors for liabilities related to business activity, combined with demands for his personal obligations of alimony, indemnification, housing, etc. These requirements are met by the property owned by the entrepreneur, which can be penalized. The demands of creditors each subsequent queue catered only after complete payment of the creditors of the previous one.

#### 5. The management of the property of the natural person-entrepreneur

If the physical person-entrepreneur acknowledged missing, dysfunctional or its civilian capability is limited or if the owner of the property that was used in an entrepreneurial activity, proved to be a minor or minor entity, organ of guardianship and tutorship may appoint the Manager of this property. The organ of guardianship and tutorship concludes with the agreement of the management of this property (art. 54 of the CIVIL CODE of Ukraine), which are the subject of the contract, the rights and obligations of the parties, etc. Such a contract is usually concluded without specifying the term, but a term: the term of the contract is determined by the point from which fall away the circumstances on the basis of which it concluded.

Ruler in the exercise of powers relating to property management acting on its behalf in the interest of the person who is the owner of the property. The organ of guardianship and care oversees the activities of the Manager of the property according to the rules of supervision over the activities of the guardian and trustee.

The subject of civil legal relations can be not only a physical person and legal entity, i.e. the organization established and registered in the procedure established by law (art. 80 of the CIVIL CODE of Ukraine).

However, in order for a particular organization was recognized as a legal entity, it should have the following symptoms:

- organizational unity, i.e. legal entity must have a structure that is characterized by a system of social relationships between members of the legal entity and their structural and functional differentiation;
- registration in the order established by the law, i.e. legal entity must be legalized by the State, by means of certification of the fact of its creation. The State registration of legal entities is carried out on the basis of the law of Ukraine "on State registration of legal entities and natural persons-entrepreneurs;
- availability of civil legal capacity and legal capacity, i.e. legal entity must have a socio-legal opportunity to be acknowledged as a member of civil legal relations;
- property destitution, i.e. legal person should have in the presence of separate property;
- independent property liable for obligations, i.e. legal entity must be independent responsibility for the obligations of all its property;
- performance in civil circulation and in solving disputes in the courts on own behalf, a legal entity has no right to use the name of another legal entity (art. 90 of the CIVIL CODE of Ukraine).

As with any participant of civil turnover, a legal person should be endowed with capacity and capability.

Civil legal capacity of a legal person has a General (Universal) character, i.e. it is able to have the same amount of civil legal capacity and physical person, except those rights which by their nature can belong only to the person, for example, the right to life, health, honor, dignity, etc. In this case, individual activities, the list of which is established by law, a legal person may exercise after receiving her special permission (license). Sometimes a court decision the amount of civil legal capacity of a legal person may be limited. Civil legal capacity of a legal entity arises from the moment of its creation and is terminated from the date of entry in the unified State Register of records about its cessation (art. 91 of the CIVIL CODE of Ukraine).

Civil competence of legal entity occurs simultaneously with the appearance of her civil legal capacity. Civil competence of a legal entity is carried out either through a system of bodies of a legal person or, in the cases established by law, through their members. Body or person who according to the constituent documents of a legal entity or law acting on its behalf, is obliged to act in the interests of a legal person, conscientiously and do not exceed their authority (art. 92 of the CIVIL CODE of Ukraine).

As for the civil administrative tort of a legal entity, the legal entity itself is responsible for its obligations all proper to her property, i.e. the participant (founder) of the legal entity is not responsible for the obligations of the legal person and the legal person is not responsible for the obligations of its member (founder), except in cases established by the constituent documents and the law.

An important role for the participation of legal entities in civil legal relations is its location, which is determined by the place of its State registration, unless otherwise provided by law. location of the legal person indicated in its founding documents (article 93 of the CIVIL CODE of Ukraine).

Representation is a separated Division of a legal entity, located outside its territory and carries out representation and protection of interests of a legal person.

The branch is a separate division of a legal entity, located outside its territory and carries out all or part of its functions.

Branches and representative offices are not legal persons. They are given a property of the entity that created them, and acting on the basis of the approved her position. Leaders of branches and representative offices are assigned to the entity and operate on the basis of granted her power of attorney.

Legal entities established in the manner prescribed by law. Depending on the nature of participation of State authorities and its founders traditionally distinguish the following ways of formation of legal entity:

- prescriptive;
- regulatory and recruiting;
- leisured;
- contractual.

Prescriptive procedure for the formation of the legal person is in that decision (Decree) about the creation of a legal person under public law accepts the competent authority of the State authorities or local government, and of the legal person of private law — owner or authorized person.

Regulatory and recruiting (registration) order provides for regulation of a general nature, which regulates the procedure for the formation and activity of a certain type of legal person. Performance requirements stipulated in this Act gives the right to recognition as a legal entity formation, status and the State authority may not refuse her. In this order are non-State legal entities.

The leisured procedure for the creation of a legal person presupposes the existence of the initiative's founders and the permission of the appropriate body or company (for example, the permission of the Antimonopoly Committee of Ukraine).

Contractual procedure for creation of legal entity occurs when a legal entity is formed by an agreement between its founders. In this procedure there are various business associations, companies and other associations of enterprises.

Regardless of the manner of formation of all legal entities must have the constituent papers: prescriptive act, the Statute (regulations); Memorandum and statutes; meeting minutes, etc.

The creation of a legal entity is its State registration, which is carried out on the basis of the law of Ukraine "on State registration of legal entities and individuals-entrepreneurs". Violation of legal procedure creating a legal entity or a mismatch in its constituent documents of law is the only grounds for denial of State registration of a legal entity. After the State registration of the data input to the unified State register open for public inspection. In the unified State Register puts information about the legal form of a legal person, its name, location, management, branches and representative offices, the purpose of the institution, as well as other information are established by law.

The activity of the legal person may be terminated as a result of reorganization (merger, affiliation, separation, transformation) or liquidation of a legal entity.

Reorganization of a legal entity is the way its termination, which terminates the existence of one legal entity, however, its rights and obligations are not terminated and transferred to other entities in the order of succession. Reorganization of a legal entity is carried out in the form of a merger, consolidation, Division, allocation or transformations.

A merger occurs when two or more legal persons are combined into one new and thus continuing to exist. Joining takes place when one entity is part of another that lingers on. A division based on a single legal entity occurs two or more and thus the first stops its existence. When turning on the basis of one legal entity is created, another that has a different activity profile, structure, goals, however, assumes all liabilities and assets of its predecessor. However, only in the case of reorganization by the selection that occurs through a separate legal entity from one another, none of the legal entities not terminates, and only in this case, the reorganization is not a method of terminating the legal person.

Liquidation is the way the termination of a legal person without successors. Liquidation may be voluntarily or involuntarily. Voluntary liquidation is possible by the decision of the participants or organ of the legal person authorized to this constituent documents, in case if the coincidence period of existence of the legal entity, if you achieved the goal for which it was created, etc. Forced liquidation by a court decision on the recognition of court invalidation of State registration of a legal entity through admitted when it is creating a disturbance, that cannot be resolved, and in other cases established by law (art. 110 of the CIVIL CODE of Ukraine).

Payment of the sums lenders legal entity being liquidated, produced in accordance with art. 112 CIVIL CODE of Ukraine in the following order:

1. first met requirements for compensation of damage caused by injury, another injury to health or death, and the demands of creditors, secured with collateral or other means;
2. secondarily met the requirements of employees, related to labor relationships, the requirements of the author about a fee for the use of the results of his intellectual and creative activity;
3. in third place are met requirements for taxes, charges (statutory payments);
4. in fourth place are met all other requirements.

Certain features has the order of liquidation of a legal entity in case of bankruptcy. The base of the termination of the legal person if the Court found that the value of the property of the legal person is insufficient to meet the claims of creditors. In addition, the procedure of liquidation is a separate procedure that the law of Ukraine on restoring debtor's solvency or declaring it bankrupt»

All are above the General principles of the creation, performance and termination of legal entities have certain features, depending on the types of legal entities. The current civil legislation provides for a General Division of legal persons in private law legal persons and legal entities of public law.

A legal entity under public law creates a regulatory act of the President of Ukraine, an organ of the State authorities, authorities of the ARC or organ of local self-government, in the order established by the Constitution of Ukraine and the law. Legal persons under public law are created, usually for specific public functions, not due to their participation in civil circulation (ministries and agencies, etc.). However, this does not mean that they can not enter into civil turnover.

Legal person of private law are created on the initiative of individuals on the basis of the founding documents for the purpose of participation in civil legal relations. Legal person of private law are created in the organizational-legal forms of companies, institutions or other forms established by law.

Company depending on the purpose of business activities are divided into entrepreneurial and non-profit. Entrepreneurial companies operate with the purpose of receiving and following distribution between participants arrived. Non-profit society (consumer cooperatives, associations, etc.) is a society that does not have a profit for its next distribution among participants. Peculiarities of the legal status of certain types of non-entrepreneurial companies are established by law.

Business associations are the first kind of entrepreneurial companies. Economic society is a legal entity, paid (compound) whose capital is divided into shares among participants. Activities of these societies regulates additional and the law of Ukraine «on business associations, law of Ukraine "on joint stock companies" and others.

A commercial company is a production cooperative. Under the production cooperatives is understood on the basis of voluntary membership associations for joint production or other economic activities based on their personal labor participation and unifying its members property unit fees. Feature is the additional regulation of the activities of co-operatives law of Ukraine on cooperation ".

In addition to companies, legal entities of private law also belongs, and the institution is an organization created by one or more persons (founders) who do not participate in the management of it, by combining (selection) of their property to achieve the goal specified by the founders, due to this property.

The institution is created on the basis of individual or joint constituent Act composite founder (founders). In the founding act of the institution indicates its purpose, are determined by the property that is transferred to the institution, it is necessary to achieve this goal, the structure of the management of the institution.

## **Topic 7. Entrepreneurial Partnerships. NonEntrepreneurial Partnerships: signs and species.**

Entrepreneurial companies operate with the purpose of receiving and following distribution between participants arrived.

The law of business associations is based on standards established by the Constitution of Ukraine, and consists of the civil code, the commercial code of Ukraine, law of Ukraine "on business associations", other regulatory legal acts adopted in accordance with these legislative acts.

Entrepreneurial society is a society which carry out entrepreneurial activities with the purpose of profit and the next its distribution among the participants. They can be created only as business associations (full company, limited partnership, limited company or additional liability, joint-stock company) or production cooperatives (art. 84 of the CIVIL CODE of Ukraine).

CIVIL CODE of Ukraine provides the following types of entrepreneurial societies:

1. joint-stock company;
2. double liability company;
3. limited liability company;
4. full company (company with full responsibility);
5. limited partnership.

Joint-stock company, the authorized capital of which is divided into defined number of shares of the same nominal value, corporate rights which certified by shares. Joint stock companies by type are divided into public joint stock companies and private companies. The quantitative composition of the shareholders of the private joint stock company shall not exceed 100 shareholders.

Public joint stock company may perform public and private placement of shares. Private joint stock company may perform only the private placement of shares. In the case of adoption by the General Assembly of the private joint stock company decision making public offerings to the Charter company made appropriate changes, including changing the type of society-from private to public.

The limited liability company is a company that has an authorized capital divided into shares, the amount of which is determined by the constituent documents. Participants are responsible for the obligations of the company within the limits of their contributions.

Double liability company is a company whose authorised capital is divided into shares that are determined by the constituent documents. Its members are responsible for the debts of their deposits in the statutory fund, and if these amounts are also their property in the same for all size that is a multiple of the contribution.

Full company-this kind of commercial association, all members of which are the common business activity and severally liable for the obligations of the company all its assets. Form of participation in the Affairs of the Association, the amount of property contribution the participant determined by constituent agreement.

Limited partnership is a partnership, along with one or more participants who are responsible for the obligations of the company to all its property (povnovkladniki), there are also one or more participants, whose responsibility is limited to the interest in the property of the company. Thus, in the komanditnomu community there are members with full responsibility (they have the right to manage company) and destinativ (people who do not participate in the management of the company and therefore are responsible for the results of his activities only their deposit).

Details the creation and activities of these societies are governed by sec. 8 of the CIVIL CODE of Ukraine (art. 113-162).

Member of the Association may be a natural or legal person. Economic society, in addition to full and limited companies may be created by one person, who becomes his sole member.

Joint-stock company, limited and the double liability company created and operate on the basis of the Charter, and full and limited partnership-the Foundation Agreement.

Economic society may be established and operate on the basis of the model of the Charter in a manner prescribed by law. If economic society creates and operates on the basis of the model of the Charter, the decision to create it, which shall be signed by all founders shall include information about the type of company, its name, location, subject and goals of the activity, composition of the founders and members, the amount of authorized capital (composite) size particles each of participants,

procedure of making their contributions, as well as information about the proceedings of activities based on the model of the Charter.

The company acquires the rights of a legal entity from the date of its State registration. The State registration of companies is conducted in the manner prescribed by law for the State registration of legal entities.

Termination of the company is assigned to participants, the Court or competent authority by the Commission of the termination of the Association (Commission on reorganization, liquidation Commission) or by the liquidator.

In addition to business companies to entrepreneurial belong also the production cooperatives.

Production cooperatives are voluntary associations of citizens on the basis of membership for joint production or other economic activities based on their personal labor participation and unifying its members property unit fees. Members of the production cooperative bear subsidiary liability for the obligations of the cooperative in size and order established by its Charter and the law. The types and the legal status of co-operatives are determined by special laws.

Signs of cooperatives:

1. Cooperative is a legal entity. Article 6 of the law of Ukraine "About cooperation" right emphasizes the availability of co-op of independent balance, current and other accounts in banks, stamps with its name-attributes inherent to any legal entity.

The cooperative is the owner of buildings, structures, monetary and property contributions of its members, manufactured products, income received from its implementation and conducting other activities foreseen by the Charter, as well as other property acquired on grounds not prohibited by law.

2. Cooperative formed by natural and/or legal persons. As follows from the above definitions of types of cooperatives, the participation of natural persons is possible in any of them. As for legal persons, the possibility of their participation in cooperatives is limited. Yes, they are not eligible to be members of a production cooperative, taking into account the stipulated by law of Ukraine "About cooperation" compulsory labour participation of the members of the production cooperative (which is both, of course, only individuals) in its activities. However, in industrial and other types of cooperatives are eligible to participate in the associate members – physical or legal entities, who recognize the Statute cooperative, have contributed equity contribution and enjoying the right of deliberative vote in the co-op (art. 14 of the law of Ukraine "About cooperation"). This does not contradict the provisions of art. 163 CC, which provides the opportunity to participate in the activities of the production cooperative on the basis of membership of other persons".

3. The founders of the cooperative with the aim of its creation have voluntarily merged on the basis of membership. According to art. 10 of the law of Ukraine "about cooperation" by members of the cooperative may be individuals who have reached 16 years of age and expressed a desire to participate in its activities, legal entities and foreign States, acting through their representatives who made the entrance fee and Pai in sizes defined by the Charter of the cooperative, followed the requirements of the Statute and enjoyed the right of decisive vote. The number of members of the cooperative may not be less than 3 persons (part 5 of article 7 of the law).

4. Cooperative formed to conduct joint economic and other activity with the purpose of satisfaction of economic, social and other needs of its members.

5. Cooperative on the principles of self-government.

In civil matters in addition to individuals and legal entities may participate as state Ukraine , Autonomous Republic of Crimea, local communities , foreign governments and other entities of public law ( § 2 of Art. 2 CC of Ukraine ).

Making state public authority is that the state is not just a bearer of power, such as a carrier that has the sovereignty in a particular area (Article 2 of the Constitution of Ukraine ). Availability sovereignty means that it is within its territory has the highest power compared to other governmental entities (internal sovereignty ), and in foreign relations is the only entity whose activity does not depend on the will of other subjects of international law (other states, international organizations, etc.) , as reflected in recent prohibition to interfere in the internal affairs of States (external sovereignty ).

The specificity of the state as a subject of civil relations is that its legal nature is not defined. The state is endowed with all the features like entity, but this is not recognized. This leads to the fact that the state brought out the general classification of persons in civil law ( Part 2 of Art . 2 CC of Ukraine ).

Territorial community is a new subject of legal relations , by which is meant the residents combined permanent residence within the village, the city, which are independent of the administrative - territorial units , or a voluntary association of residents of several villages with the only administrative center (Article 1 of the Law of Ukraine " On Local self-Government " ).

The specific subject of civil relations are ARC , the legal status of which is defined in Lecture X of the Constitution and other laws of Ukraine and the Constitution of the ARC. In particular, states that the ARC is an integral part of Ukraine and within the powers specified in the Constitution of Ukraine, resolve matters within its jurisdiction . As state and local communities , ARC also acts in civil relations on an equal footing with other members of this relationship .

State of the ARC and local communities can participate in civil relations directly through their bodies, or indirectly - by establishing their legal entities.

If a State ARC and municipalities participating in civil matters through their bodies , the latter engaged participation in civil matters exclusively within its competence as defined by law (Articles 170-172 CC of Ukraine ). However, in cases and in the manner prescribed by law, other legal acts on behalf of the state and local communities for special orders may make natural and legal persons , public authorities and local self-government (Article 173 CC of Ukraine ).

State and local communities are active participants in real relationships. For example , the state may be owner of the property that is the subject of state property (Art. 326 CC of Ukraine ). In addition , the state in the field of real relationships have such vested exclusive authority to acquire the ownership of the treasure , which is a monument of history and culture ( Part 4 of Art . 343 CC of Ukraine ) purchased historical and cultural monuments ( § 4; . 352 CC of Ukraine ) and others.

State of the ARC and local communities can take an active part also in the binding relationship. The most common types of state involvement in the binding relationship is a contract for the supply of public use , contract, loan and bank deposit contracts for the sale of state assets through privatization A special place is occupied by the relations binding the state and local communities as subjects of civil liability . Civil liability of these entities may occur as a failure by civil obligations , and for tort liability , for example, damage that caused to public authorities (Articles 1173-1175 CC of Ukraine ), the investigation , the previous ( pre- ) investigation, prosecution and trial (Article 1176 Civil Code of Ukraine ) and others. State and local communities bear civil liability for its obligations with all its assets except property which under the law can not be levied (Articles 174, 175 CC of Ukraine ), such as the property which has been removed from civilian traffic ( Part 2 of Art . 178 CC of Ukraine ). Direct the respondent under civil commitments are the financial authorities of the state and local communities.

## **Topic 8. Transactions: notions, signs of reality and species. The grounds and consequences of the recognition of transactions are invalid.**

Basis of, modification and termination of civil legal relations are facts that specific life circumstances to which the rules of civil law legal consequences associated offensive . Therefore, the legal facts act as an intermediate between law and civil relations. Legal facts may be different life circumstances, belonging to the sphere of nature ( birth and death of an individual , the course of time) , and to social life ( actions and the actions of people , administrative acts, court decisions) . No legal facts are not established , do not change and do not stop any civil relationship . Thus , Lecture 25, Civil Code of Ukraine provides for the possibility of, modification or termination of tenancy relationships . However, in order to have any listed civil relationship , you must enter into an agreement under Art. 256 CC of Ukraine . Existing legal tenancy can be changed on the legal sale if the parties come to an agreement and the corresponding change an existing contract. Finally , the

legal tenancy may be terminated prematurely at the request of the landlord upon the occurrence of one of the legal facts under Art. 269 CC of Ukraine. The value of legal facts in civil law is not limited to the fact that they are the basis of, modification and termination of relationship. These legal facts as birth, coming of age, a citizen incapable recognition entails the occurrence or termination of legal capacity.

Modern civil law defines Ukraine as the basis of civil legal actions of persons prescribed acts of civil law, as well as actions that are not provided by these acts, but by analogy generate civil rights and obligations (Article 11 of the CC of Ukraine). Among the grounds of civil law legal highlights.

Legal facts are the specific circumstances of objective reality with which civil law is associated with a, modification or termination of civil rights and obligations. Thus, the legal facts are not all the circumstances of reality, but only those with which acts of civil law legal consequences associated offensive. Among the most common legal facts that are the basis for the emergence of civil rights and obligations, the law states specifically: contracts and other legal documents; creation of literary and artistic works, inventions and other results of intellectual creative activity; assignment of property (material) and moral harm to another person, and other legal facts (acts of civil status, actions are specified in Art. 11 CC of Ukraine, the events that are independent of the will of man). So, specified in Art. 11 CC of Ukraine for legal facts is not exhaustive, it is very important in the development of modern economic exchange.

Legal facts as circumstances characterized by the following features: it's specific circumstances identified externally; those who obtain the expression in the presence or absence of specified phenomena of the material world; those that contain information about the state of social relations that are subject to regulation; directly or indirectly under the law; cause the statutory consequences.

Legal facts according to their intrinsic attributes are classified according to various criteria. Depending on the willful or not willful nature of the legal facts are divided into actions and events. Under the action to understand the circumstances that will occur by natural or legal persons, that volitional acts (for example, making a civil contract, the inheritance, adoption of an act of a public authority), of which the law associates of, modification or termination of civil rights and obligations 'bonds.

In turn, the actions are divided into lawful and unlawful. Action is legitimately meeting the requirements of civil law and morals of the society, which appears justified in terms of the behavior of civil law relations.

Lawful actions, in turn, are divided: the actors (actions of individuals, legal entities of private law, public law entities); by way of commission (in person or by proxy); mode of expression and fixation (word document, silence, action) and others. Rightful is the vast majority of legal facts, for example, a large number of civil legal actions and acts of public authorities. The latter is the fact that civil law regulates relations that mediate the action of conventional economic exchange in society.

Unlawful actions are the actions of civil relations that accompanied hide acts of civil laws and morals of society. Before misconduct include: damage (torts); acts committed in violation of contractual obligations; abuse of the law, unjust enrichment and others. Unlawful and  $\neg$  are also actions that contrary to other areas of law (criminal or administrative).

In contrast to the action, the event is the occurrence of objective reality, that happens regardless of the will of man (such as a natural disaster, the birth of an individual, his death).

Absolute events are phenomena that arise and develop without the voluntary actions of participants of civil relations, such as a natural disaster (flood, earthquake, storm, etc.).

Legal facts are also classified according to the nature of the effects on:

1. Forming a right, which the law associates of civil legal
2. Conductivity varying with which the law binds the reversal of the civil legal
3. Continuing right, which the law binds the termination of existing civil legal
4. The right would impede that prevent the emergence, change and termination of legal
5. Regenerative right, leading to the restoration of relationships that existed before

Depending on the duration of the existence of the factual circumstances of the legal facts are divided: the facts of short-term actions that are short term, but produce effects that may be a long time (for

example, birth and death of an individual, transaction), and evidence of long-term actions that are characterized by stability and long lifetime (presence of an individual in a marriage, in the care, custody, the property pledged, rental or other encumbrances).

Civil relations may arise directly from the civil law.

The basis of civil law are also court decisions.

The concept of transaction detail considering Lecture 16 of the Civil Code of Ukraine. According to Art. 202 CC of Ukraine transaction is the action of the person seeks to acquire, change or termination of civil rights and obligations.

Transactions differ from other legal facts following features:

1. Transactions are volitional acts aimed at achieving a particular legal outcome
2. Transactions is always the actions of an individual or a legal entity
3. Transactions are always lawful actions involving emergence or modification of regulatory civil legal
4. Always will in legal actions is aimed at the establishment, modification, suspension, etc. of civil rights and obligations
5. Transactions mediate the dynamics of civil legal

Article 203 CC of Ukraine distinguish unilateral transactions and agreements (bilateral or multilateral transactions). One-way transaction is recognized in the case for the origin, termination or other modification of civil rights and obligations rather the will of one party. Bilateral or multilateral transaction is a contract.

Classification of transactions and other possible criteria:

1. The actual transactions (transfer agreement of the parties and things like loan agreement) and consensual (the parties reach agreement on all essential terms, such as buying and selling);
2. Reimbursable transactions (the presence of cross-property equivalent, such as a contract of sale) and free of charge (duty to implement the cost is only one of the parties, such as the deed of gift);
3. Transactions abstract (not defined based on their implementation, such as the issuance of promissory notes) and causal (indicate the reasons for their conclusion, the majority of civil law contracts);
4. Term transactions (defined by the time of the parties' rights and obligations, the duration of their existence, the termination, etc.) and undated (dates and deadlines are cautioned not, for example, a lease agreement concluded for an indefinite period);
5. Transactions having the foundation of the legal provisions, voluntar (not required by law but are placed persons as a result of their free will);
6. Transactions oral and written; conditional and unconditional; stock, etc.

Terms force of contracts is to comply with Art. 203 CC of Ukraine:

1. Concerning the content of the transaction. The contents of the transaction must not contradict the civil law and moral principles of society, that natural and legal persons must consider requirements of civil rights set out in the Civil Code and others. acts of civil law;
2. Civil capacity in respect of business transaction. Transactions may enter only persons who have the necessary amount of civil capacity;
3. Regarding the will. It should be free and will meet inside the subject of the transaction;
4. Regarding the form of the transaction. At the conclusion of the transaction mandatory compliance with statutory forms (simple or notary);
5. Regarding the reality of the transaction, that should be directed at the onset of legal consequences resulting from it;
6. Regarding compliance with special conditions.

The competence is valid if its invalidity expressly provided by law, or if it is not adjudged invalid. The presumption of legitimacy of a transaction is an important guarantee for the implementation of civil rights members of civil relations. It lies in the assumption that the person committing the transaction, acting lawfully.

The form of the transaction - a way of expressing the will of the people who take part in it. Article 205 CC of Ukraine provides for the existence of two forms of transaction.

In writing the transaction can proceed by adding certain documents (contracts, powers of attorney ) signed by the person involved in the transaction.

Competence is considered to have been committed in writing and notarized when signed document certified by a notary public or private, and in places where there is a notary, the other officer authorized by law notary commit the transaction.

Possible expression of the will of silence. It has legal significance only if the law or the agreement of the parties to it is given such importance.

As a general rule, orally can be committed transactions that are fully executed by the parties at the time of its commission. A characteristic feature of such transactions is the coincidence in time of two stages of their development - origination and termination by execution. These transactions, individuals with one another in an amount not exceeding the amount 20 times months wages .

Part 2 of Art. 207 CC of Ukraine the responsibility of the organization that paid for the goods or services require the contractor received written confirmation of the amount of money and the reason for their production.

According to Art. 208 CC of Ukraine in writing have concluded transactions between entities, transactions between individuals and legal entities.

Notarization transaction means that its content, time and place of implementation intentions entities transaction to comply with the law and other circumstances of the officially registered notary public and regarded as established and reliable. Rights implementation notarization of transactions carried out according to the Ministry of Justice of Ukraine "On approval of notary acts notaries of Ukraine"

#### 7. Parties legal consequences of non-observance of the law to commit the transaction

When an invalid transaction understand the actions of individuals and entities which, although aimed at the establishment, modification or termination of civil rights and obligations, but do not create these effects due to non-compliance with the law committed action.

A common reason is the recognition of the transaction invalid noncompliance at the time of the transaction party (parties) of the law on the conditions for its validity, are prescribed by Art. 203 CC of Ukraine.

Among the general recognition of the transaction invalid reasons can be identified:

1. Defects subject composition (lack of competence of the parties required to commit the transaction personality);
2. Defects form of competence relating exclusively written form of the transaction ( noncompliance parties simple written form of the transaction, that the statutory causes invalidity of the transaction only in cases prescribed by law , in contrast, the non-observance of the written form of notary deed and its registration as a general rule entails its invalidity );
3. Defect content of the transaction (to comply with the terms of the transaction with the requirements of civil law, and morals of the society, such as bogus, sham transactions and transactions that violate public policy);
4. Defects will (transactions, expression which does not match the internal liberty of their commission, transactions in which the inner will of a party formed properly).

Depending on the nature of the violation of the law by committing transactions and the legal consequences of committing such transactions fall into the last worthless and challenge.

Belial is a transaction , the invalidity of which is directly established by law. Examples of insignificant transaction is a transaction that violates public policy (Article 228 CC of Ukraine ); transaction for which underexposed the requirements of the law on its notarization (Articles 219 , 220 CC of Ukraine ) and others.

Therefore , the parties vile deed have the right to do it, because it does not entail legal consequences but the consequences of its nullity . However, in cases stipulated by law ( Part 2 of Art . 219, Part 2, Art. 220 , Part 2, Art. 221 , Part 2, Art. 224 , Part 2, Art. 226 CC of Ukraine ), void transaction can be recognized court valid.

In contrast to the vile deed invalidity challenge the transaction directly implied in law. But if one of the parties or other interested person denying its validity on grounds prescribed by law, he may be declared invalid by a court ( including with Art. 215 CC of Ukraine ).

*Legal Consequences of the invalidity of the transaction.* Invalid transaction does not create legal consequences other than those related to its invalidity (Part 1 of Art. 216 CC of Ukraine). Analysis of the CC of Ukraine to directly identify two groups of legal consequences of the invalidity of the transaction, which can be divided into: basic - Two restitution (from Lat *.reslituere* - restore, compensate ) and *more* - and compensation for moral damage.

Bilateral restitution is to return the parties to the transaction at the property, it was in before it occurs, according to what if the invalidity of the transaction, each party shall return to each other in nature all she got to perform this transaction, and if impossibility of such return, including: when that is obtained, is the use of property, works and rendered service - refund the cost of that obtained at prices that exist at the time of reimbursement.

*Legal Consequences of the invalidity of individual parts of the transaction.* The law specifies that the invalidity of a particular part of the transaction does not entail the invalidity of the other parts and the transaction as a whole, if we can assume that the transaction would be committed and without inclusion of the invalid (Art. 217 CC of Ukraine).

However, if part of the transaction, which invalidated contains essential condition without which the transaction as a whole does not meet the requirements of law or, after the exclusion of some part of the transaction, which declared invalid , it does not retain the ability to meet the interests of the parties or to achieve the objectives as stated by them when it was committed transaction is recognized invalid by a court as a whole.

## **Topic 9. Representation.**

Office is a legal relationship, under which one party (the agent) on the basis of the acquired powers speaks and acts on behalf of another person, which is, creating, changing or stopping directly to his civil rights and obligations.

A representative office has the following features:

1. civil rights and responsibilities belong to one person, and other are made directly;
2. the representative makes specific legal action (commit exclusively actual (not legal) action office not covered);
3. the representative does not act on its own behalf, but on behalf of another person;
4. the representative is acting exclusively within the powers granted to him;
5. legal consequences come not for a representative, and to the person whom he represents. If a prisoner representative of the deal called for a company losses, the liable party is not representative, and the person who gave him the authority to commit the transaction.

The bases of occurrence of powers, that is, the legal facts, with which the act links the emergence of reference are to:

1. Expression of will of the person, who wants to have a representative expressed in statutory form. This consent may be expressed or agreement or most often in the form of power of attorney;
2. The appointment or election of a person to the position, the duties of which requires certain legal actions on behalf of another person :
3. The appointment or election of the head of the enterprise;
4. Appointment to a certain position in an enterprise or institution that provides services to the population by concluding agreements;
5. appointment of guardian;
6. availability of an administrative act, that allows a person to perform certain actions as representative of another person;
7. relationship of motherhood, fatherhood, adoption, talking that the relevant procedures are;
8. Joint farming , since the interests of the economy is the Chairman of the management ;
9. Cooperative membership, Union, Association, after the manner which the interests of this Association is represented by the Chairman .

Representation according to the law takes place when the person, representative of its terms of reference and actual cases of such representations are determined by specific regulations.

The representation contract is such representation, which occurs as a result of the transaction between the representative and the person whom he represents. For the implementation of such representation need to obtain a power of attorney that the people they represent, gives to the representative as proof of authority.

Recognizes the power of attorney is a written authorization issued by one person ( the principal ) other ( representative ) for representation before third persons . The power of attorney is a one - way transaction of fixing the limits of authority of the representative acting under a power of attorney , creates rights and obligations directly to the principal .

The amount of authority the following types of powers of attorney: a one - to perform one specific actions; special - for the performance of any homogeneous actions; General (or total) is for the General management of the property of the principal .

General power of attorney authorizes a person to execute is not any single transaction or a certain category, and to enter into any transactions .

The law requires that the power of attorney was made in writing. Power of attorney issued to the citizens should be certified by authorized persons . Form of proxy should correspond to the form in which in accordance with the law should be done deal .So , in respect of transactions that require notarial form , the power of attorney must be certified by a public or private notary .

Article 245 of the civil code of Ukraine establishes cases when it notarized proxies are equal power of attorney, signed by other persons .

Next to the notarial form, the authors admit cases the identity of the power of attorney at the place of work, school , place of inpatient treatment or place of residence of the beneficiary .

The power of attorney must have all the necessary details: place and date , expiration date ( in words ) , surname , name , patronymic of the Trustor and the Trustee ( the full name of the legal person) , a residence ( location of a legal entity) and sending a representative , and, if necessary, the position that they hold , the terms of reference.

The term of a power of attorney is installed in the power of attorney ( article 247 of the civil code ) if the indication of the period of validity of the power of attorney is missing , such power of attorney shall remain in force until it is cancelled or terminated for other reasons provided for in the laws ( article 248 of the civil code of Ukraine ) .

The power of attorney without the date the certificate is void .

The action of the power of attorney may also be terminated before the expiration of its term in cases of :

- 1 . Cancel the power of attorney by the person who issued it;
- 2 . The refusal of the representative from the Commission of acts that are defined by a power of attorney ;
- 3 . Termination of the legal entity that issued the power of attorney or a power of attorney;
- 4 . The death of the person who issued the power of attorney , Declaration of him as dead , his recognition as legally incapable or missing, restriction of his civil capacity .
- 5 . The death of the person who issued the power of attorney , Declaration of him as dead , his recognition as legally incapable or missing, restriction of his civil capacity .

The person who issued the power of attorney , except irrevocable , may at any time cancel it .

Legal regulation of the procedure for issuance , registration , issuance of duplicates of powers of attorney and other issues shall be in accordance with the Law of Ukraine " On notaries " , orders of the Ministry of justice of Ukraine "On approving the Procedure for carrying out notarial actions by notaries of Ukraine " and " On approval of the Instruction on the procedure of registration issued returned and used powers of attorney on reception of values "and other statutory acts.

## **Topic 10. Concept of a Period in the civil law.**

In accordance with art. 251 of the Civil code of Ukraine :

- 1 .The term defined period of time after which relates the action or event of legal significance.

2 . Date certain point in time, with the onset of which due to activities or events which have legal significance .

3 . The time and date can be determined by civil legislation acts , transactions or in court.

With certain moments or periods of time the current civil legislation links the occurrence , change and termination of civil rights and obligations , the necessity of fulfillment of the stipulated by the law or the contract of action , the enforceability of the violated rights and so on . Thus we can say that the timing and terms are a legal facts by reason of occurrence , change and termination of civil legal relations , or one of the elements of the legal structure .

Types of terms in the civil law are allocated according to various criteria :

1. Depending on where and by whom they are defined terms are divided into legal, contractual and litigation.

2. Depending on what legal consequences they create timelines are offered, right ceasing, the right change

The right of establishing and those which generate the right are the time, which is associated with the emergence of a legal or individual rights and duties.

Right ceasing is the time , with the course of which the legislator considered the termination of certain legal relationships , individual rights and duties.

The right change is the time after which stop some rights and responsibilities and experience other .

3 . Depending on the degree of autonomy of the parties in the appointment wine are divided into mandatory and discretionary .

Peremptory terms , i.e. those that cannot be changed by agreement of the parties (the Statute of limitations, pretentious time).

Discretionary terms , that is, though provided for by law , but may be changed by agreement of the parties .

4 . Depending on the method of determination of the terms are divided into specific calendar date , time and by the event .

Specified calendar date ( period of repayment) .

A certain period of time (delivery of products - quarterly , monthly ) .

Indication on event that obligatory should happen (when navigation - under the contract of transport by water : each year, it is impossible to determine the exact date of occurrence) .

5. Depending on assignment deadlines are divided on the timing of the exercise of civil rights, terms of fulfillment of obligations, terms of protection of civil rights.

Terms of implementation of civil rights, i.e. the period during which the Lord of subjective rights may realize the possibilities inherent in the subjective rights. Terms of performance of obligations (delivery dates, delivery of work under contract).

The terms of protection of civil rights, i.e. the period during which the party can count on protection of their rights in case of violation and get this protection (the terms of the Statute of limitations).

6 . Depending on the degree of certainty are divided into certain terms and indefinite .

Specify a time frame , if known , when it comes time .

Indefinite if it is associated with a certain event that is to come , or the desire of creditor ( for example , the period of debt repayment "on demand" ) .

**Limitation : the concept and types .** In accordance with article 256 of the Civil code of Ukraine claim period is the period within which the person may apply to the court for protection of their civil rights or interest .

Limitation of actions is established directly by the law and may be changed by agreement of the parties only in the direction of increasing term , but not reduced .

General and special Statute of limitations . Limitation of actions is divided into General and special.

The General Statute of limitations set by the three year duration , which is defined in article 257 of the Civil code of Ukraine . It applies to all claims except those to which special rules .

For individual types of claims a Statute may establish special limitation : reduced or longer in comparison with the General period of prescription .

Statute of limitations of one year applies in particular to the requirements of :

1. About penalty (penalty , penalty) ;
2. Refutation of unreliable information , placed in mass media. In this case, the Statute of limitations runs from the date of a premise of this information in the media or on the date when the person knew or could know about these details ;
3. On transfer of the co-owner of the rights and duties of the buyer in case of violation of the preemptive right of purchase of a share in the common ownership ( article 362 of the Civil code of Ukraine ) ;
4. In connection with defects of goods sold ( article 681 of the Civil code of Ukraine ) ;
5. On termination of the contract of gift ( article 728 of the Civil code of Ukraine ) ;
6. In connection with the carriage of cargo and mail ( article 925 Civil code of Ukraine ) ;
7. About the appeal of actions of the executor of a will ( article 1293 Civil code of Ukraine ) .

The period of limitation of actions starts from the day when the person knew or could have known about the violation of their rights or about the person who broke it.

In accordance with art . 263 of the Civil code of Ukraine the period of limitation of actions shall be suspended :

1. if the filing of the claim was preventing emergency or unavoidable under the given conditions the event (force majeure) ;
2. in case of delayed performance of obligations ( a moratorium ) on the grounds stipulated by the law ;
3. in case of suspension of the law or other legal act regulating the respective relation ;
4. if the plaintiff or defendant is in the Armed Forces of Ukraine or in other established in accordance with the law of military formations , which translated into a military position .

The period of limitation shall be interrupted :

- 1 .Commission by a person of actions evidencing the recognition of his duty or other duties.
- 2 . In case of any person claim to one of several debtors , and if the claim is only part of the requirements , right for the plaintiff.

After the interruption, the period of limitation shall begin to run again.

## **Topic 11. General provisions on personal non-property rights of a natural person**

**General provisions on moral rights of individuals** .The notion of moral rights should be understood legally guaranteed opportunities that life belongs to each person according to the law , is a moral and personal .

To characterize personal non-property rights of a person must use the following main features:

- 1 ) these rights belong to everyone - this means that they belong to everyone, without exception, physical, and all of them equal opportunities in the implementation and protection of these rights;
- 2 ) these rights belong to the individual in accordance with the law , which means that the reason of their occurrence is a legal fact ( event or action) , which is provided by the law ;
- 3 ) these rights belong to the individual for life - this means that they belong to the physical person up until death. the vast majority of moral rights arises from the entity from the moment of birth , for example , the right to life , health, freedom and personal immunity , the name (title ) etc . however, some types of personal non-property rights can occur in people and at other points , which are stipulated in the law , for example , the right to donation should only person, after reaching the age of majority;
- 4 ) the moral rights - this means that they do not have economic (property ) of detention , which is practically impossible to determine the value of these rights , and therefore good, is his object in the form of cash ;

5 ) these individual rights - this means that they cannot be alienated ( forced and voluntary , both permanent and temporary ) on behalf of the owner of copyright and / or be transferred to other persons.

Additional legal regulation of personal non-property rights is provided by a number of international legal acts, in particular , the universal Declaration of human rights (1948 p .) , The European Convention for the protection of human rights and fundamental freedoms (1950 p .) , The international Covenant on economic , social and cultural rights ( 1966) and others .

The peculiarity of personal non-property rights , providing a natural existence of a physical person , is that they are aimed at maintaining the existence of a physical person as a biological ( psychosomatic ) creatures. To moral rights , providing natural existence of natural persons , include:

1. the right to life ( article 281 civil code of Ukraine ) ;
2. reproductive rights;
3. the right to health ;
4. the right to a safe environment ( article 293 of the civil code of Ukraine ) ;
5. the right to freedom and personal inviolability ;
6. the right to a family , guardianship and trusteeship ;
7. the right to medical assistance ( article 284 of the civil code of Ukraine ) ;
8. the right to information about the state of his health ( article 285 of the civil code of Ukraine ) ;
9. the right to personal integrity ( article 289 of the civil code of Ukraine ) ;
10. the right to donation ( article 290 of the civil code of Ukraine ) ;

These moral rights , in contrast to the above , are designed to provide a natural person not of natural existence , and social being , i.e. to ensure full participation in social life . Personal non-property rights of physical persons , providing her social existence , are:

- 1) the right to be named ;
- 2) the right to dignity , honor and business reputation ;
- 3) the right to identity ;
- 4) the right to privacy ;
- 5) the right to information ;
- 6 ) the right to freedom of creativity and choice of occupation ;
- 7 ) the right to permanent residence and inviolability of human life;
- 8 ) the right to freedom of movement;
- 9 ) the right to freedom of Association and peaceful Assembly .

The right to a name is one of the oldest personal non-property rights , as it provides person to be individualized in society . In its content personal name consists of the name , surname and patronymic .

The right to dignity are personal non-property right of the individual to own worth as a person , the right to recognition of this value and recognition of the significance of personality that plays a social role in public life .

The right to honor is a personal non-property right of the individual to be objective , complete and timely assessment of her and of his actions (behaviors) on observance of moral - ethical and legal norms , from the society , certain social groups and individual citizens , and the right to the formation of this assessment and its use.

Law on business reputation - the right to physical and legal persons on an objective , complete and timely assessment her as a specialist and his actions (behaviors) from the society , certain social groups and individual citizens , and the right to the formation of this assessment and its use .

The right to identity of individuals is the ability to have a certain personality , that is to be recognized by a native of the moral good ; to use their individuality , that is, to choose any of the possible forms and ways of expressing that identity , if they are not prohibited by law and do not contradict the moral bases of society . Some manifestations of identity may be limited by certain criteria ( place, time , specific activity, etc.) .

The right to privacy means :

1 ) the ability to have a personal life , that is, the ability of individuals to be the bearer of this moral good ;

2) the ability to define your personal life. The law does not specify the list of possible or necessary actions , no matter how a person could exercise their right to determine their own lives.

3 ) an opportunity to review other persons with personal life circumstances - a person determines the circle of persons who may have information about her personal life .

4 ) the ability to keep secret the details of his personal life , means that a natural person may disclose any of the circumstances of their personal lives independently , as well as to require such disclosure from other persons possessing such information ;

5 ) possibility to claim protection of the right to privacy.

Another personal non-property right of physical persons have the right to freedom of literary , artistic, scientific and technical creation , which is the ability to freely choose the scope , content and the forms , methods ) creativity .

Right to a residence of the physical person personal non-property right of physical persons , means :

1 ) the ability to have a residence , that is, under the law the opportunity to have a dwelling house , apartment , other premises , suitable for residence (dormitories , hotels etc) , in the relevant locality , where a person is constantly mainly or temporarily resided ;

2) a free choice and change of place of residence , i.e. stipulated by the law, the freedom to choose the town , where was situated the residence , and change it if necessary .

Additionally regulates the right to residence, the Law of Ukraine " On freedom of movement and free choice of place of residence in Ukraine " .

Related to this right is the right to inviolability of the home , which should be comprehended as an opportunity individuals be allowed to enter the home only with his consent , or by reasoned decision of the court. An important role to ensure the participation of a person in public life also plays right to freedom of movement , which should include the ability of individuals to move freely on the territory of Ukraine , to travel abroad and freely to return to Ukraine , and also free to determine the location, choose the ways and means of transport.

Personal non-property rights of physical persons , ensuring their social existence , has the right to freedom of Association , i.e. the ability of individuals on their own initiative to unite into political parties and public organizations , as well as the right to peaceful Assembly - statutory able to assemble freely for peaceful meetings , conferences , meetings , festivals etc .

### **Module 3.**

#### **Topic 12. General Provisions on the Ownership Right. Acquisition of the ownership**

## **right. Termination of the ownership right.**

In the most generalized form ownership can be defined as a relationship between people on the appropriation of wealth and the establishment of government over them, membership of a particular person.

Property law is important, it is absolute and no one has the right to break it. The property is characterized by a such power of person over the thing that is recognized by society and regulated by social norms. The owner uses a thing in such way how he thinks and for his advantage.

Features of property relations:

property relations arising from the things ( property);  
have a strong-willed character.

Ownership in the objective sense - is the group of law which regulates property relations and a legal basis and the existence of the right of property belonging to a particular subject. Ownership in the subjective sense - it is the individual's right to possess, use and dispose of the thing their power for their own benefit , so the content ownership consists of three powers:

right of possession;

right of use;

right to dispose of that fixed c. 317 CC of Ukraine.

The subjects of property rights are the Ukrainian people and other members of civil relations, by Art. 2 CC of Ukraine, they are all equal before the law.

The components of property rights is the subjective powers - the possession, use and disposal.

Competency of ownership - is legally possible to be the owner of the actual direct connection with the thing. Characteristics to be understood as a permanent possibility of material due owner of the thing. If there are legal grounds for possession are called title. It is concerned with the will of the owner. Possession may be actual or legal, legitimate, illegitimate and long-standing.

The actual ownership may be both legally and as a result of the unlawful seizure. Because of this, there is only actual possession is not enough to recognize its legal. Looking for legal reasons such possession, his legal title. Legal property called title ownership.

Unlawful possession not based on a legal basis, so it is called with no title. Unlawful possession , in turn, may be bona fide and dishonest . Good faith can be good while. Unfair ownership can be spontaneous, violent and more.

Content ownership rights up to own, use and dispose of property, and obligations related to the content, the risk of accidental loss and ruin things.

Subjective ownership - it is legally possible to the owner to possess, use and dispose of its property at its discretion and in their own interests through their property on any action, not inconsistent with the law and do not violate the rights and legitimate interests of others and the ability to protect against all kinds of unlawful interference to his dominion over property belonging to him.

The Constitution of Ukraine and the Central Committee of Ukraine include the following forms of property:

- Ownership of the Ukrainian people;
- The right to private property;
- Owned by the State;
- The right to communal property.

According to Art. 13 of the Constitution of Ukraine and Article. 324 CC of Ukraine, the land , its subsoil , air, water and other natural resources located within the territory of Ukraine , the natural resources of its continental shelf, the exclusive maritime economic zone is the property of the Ukrainian people. On behalf of the Ukrainian people's rights are exercised by bodies of state power and local self-government within the limits established by the Constitution of Ukraine.

Individuals and legal entities may be owners of any property, except for certain types of property that are under the law they can not belong. Composition, quantity and value of property that can be owned by individuals and entities are not bound. The law may set the size limit of land that can be owned by individuals and legal entities.

The state property is property including money, which belongs to the state Ukraine. On behalf of and in the interests of the state ownership of Ukraine is carried out in accordance with the public authorities.

Communal property is property, including money, belonging to the territorial community. Management of the property that is communally owned, directly engaged in the local community and it created local governments. Community property is now a separate ownership, it should not be seen as a kind of public property. The subject of communal property rights are directly local community which exercises its powers directly or indirectly from it created local governments.

Ways of ownership can be divided into primitive and derived.

Primitive - are those in which the ownership of the thing there for the first time or whatever right the previous owner of the thing. These include manufacturing, creating new things, recycling, finding treasure, abandoned things, misappropriation of public gifts of nature, neglected pets.

Derivatives - are those in which the acquisition of ownership of the entity arising from the will of the previous owner. These include all transactions aimed at the transfer of property ownership, inheritance, privatization of state and municipal property.

Making or creating new things ( st. 331 CC of Ukraine ).

When creating new things no legal succession. The owner of the first things created becomes the person who created the thing, unless otherwise provided by law or contract. Ownership of real property occurs after the completion of construction, unless the law or the contract provides for the adoption of real estate operation, the right of ownership arises since its adoption in operation. If the ownership of such property is subject to state registration, it arises from the moment of state registration. By the completion of the person is the owner of the building materials and equipment.

Processing (Article 332 CC of Ukraine). It's one thing to use (material), resulting in a new thing. A person who illegally altered strange thing does not acquire ownership of the new thing and to reimburse the owner of the material its value.

Appropriation of popular gifts of nature (Article 333 CC of Ukraine). The person who gathered berries, herbs , fish caught or got that thing in the woods, pond , etc., are their own , if they acted in accordance with law , regulations, general authorization holder of the relevant land .

Derelict (Art. 335 CC of Ukraine ). Unowned thing is that no owner. Ownership of such property occurs in the local community, because in accordance with Part 2 of Art. 335 CC of unowned things are registered body of the state registration of rights to real estate , according to the local authority in whose territory lice posted.

Finding (Art. 337 CC of Ukraine). The person who found the lost thing takes title to it after the expiration of 6 months from the date of the claimed discovery of the police or local authority.

Recklessly pet (Article 340 CC of Ukraine). If within six months from the date of notification of arrest or working cattle and for 2 months on other pets is not found their owner or he declares his right to them, ownership of these animals goes to the person from whom they were to hold and use.

Treasure ( Art. 343 CC of Ukraine ). Treasure is buried in the ground or otherwise concealed cash, currency values and other valuable items , the owner is unknown or lost legal ownership to them . The person who found the treasure , takes ownership of it. State registration of rights to immovable property and their encumbrances (hereinafter - state registration of rights) - the formal recognition and acknowledgment of the fact of state, transition or termination of rights to real property, the burden of such rights by making the appropriate entry in the State Register of Rights to Immovable Property (Next - State registry, Article 2 of the Law of Ukraine "on State Registration of rights to immovable Property and encumbrances". State registration is designed to ensure the safety and protection of the rights and legitimate interests of owners, users of real estate by creating additional safeguards for them.

The state registration of ownership of the newly created house registration service is held at the location of the house.

Documents to be submitted for the state registration of rights:

application for state registration;

copy of the document proving the identity of the applicant;

copy of the registration number of taxpayer registration card in accordance with the State Register of natural persons - taxpayers (unless the person because of their religious or other beliefs refuse to accept the registration number of the taxpayer registration card officially informed the relevant state authorities and has the mark of passport of Ukraine);  
document confirming payment for the provision of an extract from the State Register of Rights;  
document confirming payment of the state fee (unless the person is exempt from state taxes);  
product data in a house ;  
document certifying the property right to land;  
excerpt from the State Land Cadastre of land ( in the case where the document certifying the property law of the land, no information about its inventory number);  
document required by law certifying compliance with the construction project documentation, state building codes, standards and regulations;  
document confirming the assignment object property address;

Article. 346 CC of Ukraine establishes grounds for termination of ownership.

They are:

1. exclusion owner of his property (the reasons are the same as the base of ownership);
2. denial of property rights (non- ownership can come only from individuals and legal entities , the owner can refuse two ways: a) stating it directly; b) take action that directly indicate the intention not to retain any future rights to the property;
3. termination of the right to property owned by a person that can not belong to it (this property that may belong to the right of ownership only clearly defined participants circulation or stay in circulation which assumed only by special permission);
4. termination of property rights as a result of destruction of property;
5. redemption of land in connection with public need (this is only possible by a governmental authority, Crimean authorities, local governments due its public necessity );
6. termination of ownership of real property in connection with the redemption of the land on which it is located
7. redemption of history and culture;
8. requisition (this forced removal of state property owner in the state or public interest in the payment to him of property value, purpose - to ensure the safety of people, property save or destroy infected animals in the event of an epidemic or epizootic diseases);
9. confiscation (uncompensated seizure of the property owner by the court as a sanction for the offense or any other offense)

### **Topic 13. Joint ownership right. Protection of property rights.**

There are the following types of joint ownership: the right of common ownership and right of joint ownership.

The right of common ownership - the right of two or more people together for a common agreement to own, use and dispose of the only property that is theirs by right of ownership , highlighting the fate of each. Lawmaker right to common ownership provides.

Determining the right to share in the common property, it must be assumed that they are equal, unless otherwise specified by agreement of co-owners or by law. It should also take into account the contribution of each of the owners to purchase (manufacturing and construction) property.

Exercise of common ownership takes place with the consent of co-owners, including through the conclusion of the procedure for the possession and use of common property. And each of the owners shall be entitled to grant him the possession and use of that part of the common property in kind, which corresponds to its share in the common property right.

In the implementation of common ownership co-owners have rights and obligations to the common property, as well as in the law of personal property, however, the relevant part . For example, the co-owners are entitled to the fruits, products and revenue from the use of property in accordance with

their shares. However, the co-owners according to their share of the costs required to make the maintenance of common property.

One should also pay attention to the order of the common property by exclusion or selection. Seller the right to share common ownership is required to notify the other co-owners of its intention to sell its stake, stating the price and other terms on which he sells it . If other co-owners refused to pre-emptive right to purchase or not to carry out this law concerning property for 1 month, and on personal property - within 10 days of receipt of their notification, the seller has the right to sell his share to another person. If you wish to buy a share in the right of common ownership revealed several owners, the seller has the option buyer.

In the separation, as opposed to separation, the relationship of joint ownership is terminated.

The individual's right to share in the common property may be terminated by the court under the other co-owners claim if:

- 1) the share is insignificant and can not be identified in kind;
- 2) The thing is indivisible;
- 3) joint ownership and use of property is not possible;
- 4) such termination will not cause substantial harm to the interests of the co-owner and his family members (Article 365 CC of Ukraine).

The right of joint ownership is the right of two or more people together for a common agreement to possess, use and dispose of the only property that is theirs by right of ownership, the proportion of which is not pre- determined. The right of joint ownership arises only if it is expressly provided by law.

Today marks the two lawmakers grounds of the right of joint ownership:

1. The acquisition of property by spouses during the marriage;
  2. Acquisition of property as a result of working together and with the joint funds of family members.
- Features of the legal regime of marital property during the marriage further regulate Articles 60-74 UK Ukraine.

Co-owners of property that is in common joint ownership, owning and enjoying it together, unless otherwise provided by agreement between them. Disposition of property that is in common joint ownership is made with the consent of all co-owners. In the case of one of the owners of competence concerning the disposal of common property is believed that it is committed with the consent of all co-owners.

Each property that is in common joint ownership is per co-owner. If the allocation of the share of property that is in common joint ownership, it is believed that the contribution of each of the owners of the right of common property are equal , unless otherwise provided by agreement between them, by law or court order. Moreover, the selection can be made both in kind and with the consent of the co-owner, by monetary compensation.

The division of property that is in common joint ownership is made by agreement between co-owners of the property. If the division of property that is in common joint ownership, it is believed that the parties owners in joint matrimonial property are equal, unless otherwise provided by agreement between them and the law. In addition, by court sharer share can be increased or decreased based on the circumstances, which are essential.

Property rights protection is the totality provided by law civil law ways, which firstly are guaranteed normal commercial using property and secondly —used forrestoration of the affectedpropertyrelations, for remove obstaclesthat preventtheir normal operation, fordamagesthat arecausedtothe owner.

Property rights protection and interests are provided by court by Article 16 of the Civil Code of Ukraine.

Every person has the right to appeal to the court to protectyourpersonal non-propertyandproperty rights and interests.

The court may protect a civil right or interest in another way, which provided by contract or law.

Property rights protection and the other property rights is the totality provided by civil legislation ways that used due to committed about property rights and other property rights violations and aimed at restoring or protecting the property interests of the holder of these rights.

There are such civil law ways of property right protection as:

- proprietary - those aimed at protecting the property rights and not related to some specific commitments, and aimed at restoring proper face of proprietary rights, or remove obstacles or doubts about the use of these rights (replevin, negatory action, a claim for recognition of property requirement to exclude property from arrest (seizure of property from the description), annulment legal act that violates the right to property, etc.).
- binding - those that are certain kinds of commitments and focused mainly not on direct and collateral recovery in property law, in the performance of certain obligations.

## 2. Replevin as a way of protecting property rights

Replevin is the claim of dispossessed owner or person who held the property legally (title holder) to the actual holder of the return of property held by them in the field.

Provisions of presentation replevin such as:

- 1) The owner or title holder should not be able to perform the actual possession of the thing;
- 2) The property which former owner or title holder wants to return is preserved in kind and stayed in actual possession of another person;
- 3) The property which liable for replevin must be individually-defined;
- 4) Replevin has a non-contractual character and aimed at protecting proprietary rights.

For legal consequences replevin significant importance is the fact, which carries the title illegally possession of a thing actual holder: good faith or bad faith.

For good faith possession the owner or title holder has the right to demand the property only in such cases:

- 1) it was lost by the owner or the person to whom he gave the property in possession;
- 2) it was stolen from the owner or the person to whom he gave the property in possession;
- 3) It dropped out of possession of the owner or the person to whom he gave the property in the possession, not of their faith in another way.

If he purchased the property free of charge, it is transferred to the owner or title holder in all cases. And the money and securities to bearer cannot be obtained from good faith holder.

Diligent holder has the right to keep the property taken from him, if they can be separated from the property without specifying him harm. If improvements cannot be separated from property good faith holder is entitled to recover the expenses in an amount which increased its value.

For unfair possession the actual holder that without proper justification maintained property owner is obliged to transfer all the income from the property which here received or could receive for the entire time of owning it.

## 3. Negatory action as a way of protecting property rights

Negatory action is the claim of owner or title holder to third parties about removal of obstacles to the exercise of powers of use and disposal. Negatory action is possible only if owner or title holder and third party are not in binding relations about controversial things, and if the offense is not committed disrupting subjective property rights or other proprietary right.

In the negatory action as the plaintiff may come forward with only the owner or title holder. The subject of negatory action is the claim of plaintiff about eliminate violations that are not related to the abandonment of ownership, and are aimed at hindering the implementation of the use or disposal.

The reason of the negatory action are circumstances that caused the plaintiff's right to use and dispose of property, and confirmed that the behavior of a third party creates obstacles to the exercise of these powers.

Moreover illegality of the acts of the defendant is presumed.

The lawsuit for recognition of ownership or other property rights is the non-contractual claim of the property owner or title holder of recognition before third person the fact of belonging to the plaintiff of property rights or other property rights on the disputed property which not connected with a

specific requirement for the return of property or the removal of other obstacles are not associated with the abandonment of ownership.

Plaintiff under this contract are the owner or titleholder individually - defined property rights to be challenging or does not recognize the other person, and in case of loss of other document certifying its ownership. The defendant in this lawsuit will be a third party who asserts his rights, or one that does not claim their rights, though does not recognize the owner or titleholder of these rights.

The invalidation of a legal act that violates property rights, allowing the owner or titleholder of the property to go to court with the requirement of recognition unlawful and to annul a legal act of a public authority, the authority of the AR or local government that violates and offends the holder's rights. The owner or titleholder of the property rights have been violated as a result of the publication of the legal act as the right to demand the restoration of the situation that existed prior to the publication of this act, and if this is not possible, then - compensation for material and moral damage.

The violation of property rights owner cannot always protect proprietary legal lawsuits. But this does not mean that violated right does not be protected at all.

Among civil law ways of protecting property rights important element are obligations arising from breach of contract, and the obligations arising from the injury.

The legislator requires a person who has violated the contractor offending to compensate the damage in full. Violated obligations must be met in kind and therefore in the commission harm to the person who is responsible for the harm committed to reimburse it in kind (ie, to provide the same kind of thing, the same quality, correct the defects of the thing, etc.), or when this cannot be done fully indemnify.

The person can execute a series of civil contracts for which in its property (operational control, full economic management) can move property — sale, exchange, barter, contracting, deliver and more.

Thus, in default of its obligation by the seller to give the buyer a quality thing, in accordance with Article 14 of the Law of Ukraine "On Protection of Consumer Rights" has the right to require the seller or manufacturer:

1. free stuff deficiencies or reimbursement of thing for their correction by consumer or by a third party;
2. replacement of the like product proper quality;
3. a corresponding decrease its purchase price;
4. replacement for the same product other model with relevant conversion the purchase price;
5. dissolution of a treaty and damages which he had incurred;

#### **Topic 14. General provisions of proprietary rights on stranger property.**

The right to other people's things is one of the major restrictions of property rights. The essence of it is that the subject of the law is able to use someone else's thing, or even dispose of it.

Article 395 Civil Code of Ukraine notes that real rights on someone else's property are: the right of possession; easement; superficies, perpetual lease.

Other property rights to other people's things may provide by law. Types of real rights and their content, origin and termination are set exclusively by the law, instead of the parties' agreement.

For someone else's property rights are characteristic the following features:

1. Proprietary rights to other people's things limit the right property;
2. The rights of other people's things are made independently of intention of the owner;
3. Rights of other people's things made only within certain borders;
4. The right to other people's things protected by law and from all including the owner.

Under the right of possession of another's property is meant only that possession arising under contract or other grounds provided by law (Article 398 Civil Code of Ukraine). This right can belong

to one person. For the actual holder in certain circumstances may be recognized the right to the proceeds of the property, the right to reimbursement for the maintenance and preservation of the property, the right to leave the property improvements. Right of possession follows under the contractor from other grounds provided by law. Possession may be actual and title. The actual possession covers all situations. When a person is actually holding the property in their own regard regardless of the question of its right to the property.

The object of actual possession is anything over which the actual rule, and object of the title possession is a property which is not excluded from civil circulation and that can be the subject of private ownership.

The parties of actual and title possession may be individuals and legal entities.

The right of possession is terminated on the following grounds (Article 399 Civil Code of Ukraine):

- 1) disclaimer of the holder from the property ownership;
- 2) reclamation of property from the holder by the property owner or other person;
- 3) property destruction;
- 4) other cases provided by law.

This list is not exhaustive. According to Part 1 of Article 397 and Article 400 CC of Ukraine the right of possession is also lost if the holder loses the actual power over the thing (cannot perform allowance) and during the period of limitation shall not exercise the right to demand the return of the property yourself from the holder. The combination of the holder and owner of the property also terminates the right of possession.

Easement (slavery of thing - Lat.) is the right to use another's property. It can be found regarding about land plots and other natural resources, other real property to approval the needs of others that cannot be satisfied by otherwise.

The easement may be established by law, by contract and by court judgment.

The contract regarding land easement is subject to state registration. There are two types of easements: land and individual (personal).

Common feature of both easements is the content (Article 403 Civil Code of Ukraine), which includes the following powers of its subjects:

1. a person may use another person's property only to the extent determined by the easement;
2. easement does not deprive the owner of property on which it is installed, the right of ownership, use of the property;
3. easement shall be valid with the transition to other persons of property for which it is installed;
4. The subject of easement is obliged to compensate the damage caused to the owner of land plot or other real property.

The grounds for termination of an easement:

1. the combination of one person and a person in whose interest the easement was established and the owner of the property encumbered by the easement;
2. disclaimer of the person in whose interest it is installed;
3. expiration of the period for which the easement was established;
4. the termination of the circumstances that were the basis for the easement;
5. disuse of the easement for 3 consecutive years;
6. death of the person for whose benefit it was installed.

Perpetual lease is the right to use someone else's land plot for agricultural purposes arising under a contract between the owner of the land plot and the person who wishes to use this land plot as the land user (Article 407 Civil Code of Ukraine).

This is an alienated and inherited right to someone else's property. The term of the contract is established in the contract. The contract can be also long-alienated and concluded for an indefinite period. In the last case, the termination of the contract by a party who disclaims the contract shall notify the other party not less than one year prior to failure.

The contract of perpetual lease is consensual; the object of the contract is the right to use the land plot for agricultural purposes. The parties of the contract are the landowner and other person (individual or legal).

The Article 409 of Civil Code of Ukraine establishes the rights and obligations of the owner of land plot. In case of sale of the right the owner has preferential right of its purchase. The termination of perpetual lease:

in case of the combination in one person the owner and the land user;

- expiration of the term the contract;
- redemption of land plot for the purpose of public necessity; .
- by the court judgment;
- in the other cases provided by law.

The superficies. The basis of this right is a contract and covenant. Contract may be fixed-term and indefinite. Students are need to know the established by Article 414 and Article 417 rights and obligations of the owner of land plot and the land user.

The termination of superficies:

- combination in one person the owner and the land user;
- expired term of land use rights;
- disclaimer a land user from the right of use;
- non-use of land plot for building for three consecutive years;
- by court judgment.

The right of possession of another's property. The right of possession is the actual situation. The owner, who has a certain thing considered it his own by right, but cannot have this right. The fact that he does not have this right, the holder may not know. But the definition of ownership is irrelevant. For actual possession is characterized by two elements: the objective it is actually has a thing in his possession and subjective - to consider the thing your own. Should be noted that ownership as a legal fact possible without a legal title, that title without ownership. If possession of the owner, it is protected by the right of property; title ownership (a tenant, an employer) is protected under the contract. Special protection needs a possession which does not have a legal title. The chapter 31 of the Civil Code of Ukraine said about good faith and bad faith possession. However, according to Article 398 Civil Code of Ukraine the right to possession arises under a contract with the owner or the person to whom the property was transferred by owner as well as the other grounds provided by law. The possession can be legal and illegal. Lawful is the possession that is based on title. The actual ownership has not got a title because it can be considered illegal.

Illegal possession is divided into good faith and unfair. Good faith ownership is recognized when the holder did not know and could not know that he owns by someone else's property. These possessions are separated by the subjective criterion: he knew or did not know. To determine the nature of ownership can only the court.

The separation of actual possession on good faith and unfair has practical value in considering replevin, which claiming owners. According to Article 344 of the Civil Code of Ukraine good faith holder cannot take ownership of other people's thing.

The right of a limited use of another's property is called easements (Article 401-406 of the Civil Code of Ukraine). To the limited real rights in the Roman law belonged the easements is the right to use someone else's thing in the known limitations.

In the Civil Code of Ukraine stipulates the right of limited use on land plots (land easements), or other property for the benefit of a specified person (personal easements). The object of land easements may be other real estate (buildings, etc.) including pure natural resources.

Definition and types of easements. The easement or easement right is right of limited using of another's property by one or more persons. Signs of easements:

- 1) the easement - the right of one person to use the property of another person in a limited volume (the right pass, take the water to lay pipe, etc.);
- 2) easements can be installed on any property - movable and immovable, but always on individually identified. Generic things cannot be the subject of the easement;

3) easement right can be established for specified term or without a clear definition;  
4) right of the limited using of another's property can be set for a fee or without it;  
5) easement is a right which is established for the benefit of one person by the property owner or other person who holds it lawfully;

6) the easement is established in cases where a person who is interested in establishing an easement (subject of easement law), cannot satisfy their needs through their own property;

7) as a general rule easements established in adjoining land, to another neighbor's property, but subject of easements may be other property;

8) easement restricts the ownership entity, the property has been determined by the easement. A property owner has the right to possess, use and dispose of their property, but the extent is not burdened with easement. This means that firstly the subject of easement law will use by property, then the owner of the property;

9) the owner of the property encumbered by the easement, or other person who owns it legally cannot change the scope and content the easement's rights or discard them;  
10) easement (easement right), although it may be provided by contract, by its legal nature is not a contract and creates no contractual relationship that may be terminated at anytime. Easement is a property right, the subject of which is the person the benefit of which set the easement.

10) An easement (easement's right), although may be provided by contract, by its very nature is not a legal contract and creates no contractual relationship which may be terminated at anytime. Easement is a property right, the subject of which is the person in the interest of which is set the easement.

Depending on what property is subject of an easement, distinguish land and personal easements. Land easements in turn can be set on a rural land plot (rural land easements) and urban land plot (urban land easements). Practice has produced a wide variety of rural land easements:

- 1) the right of passage and travel by bicycle;
- 2) the right of way to the vehicle on an existing path so many times in a given period of time;
- 3) the right of laying and maintenance of transmission lines, communications, pipelines, and other linear utilities;
- 4) the right of water drainage from your land to the next or (through neighboring land);
- 5) the right to lay in your land water pipe from someone else's natural reservoir or through a foreign land;
- 6) the right diversion of water from natural reservoir located in a neighboring land, and the right of passage to a natural reservoir;
- 7) the right to water their cattle from the natural reservoir located on the adjacent land, and the right to drive cattle to natural waters;
- 8) the right to drive cattle to the existing road;
- 9) the right to establish of building, trueing and storage of building materials to repair buildings and structures;
- 10) other land easements that do not contradict the current legislation.

Personal easements may be established as a movable such as an immovable property. Nowadays the most common among personal easements is called usage

(the right to use another's property without therevenue from it) and usufruct (the right to use another's property with the right to the income from it), the right to use movable property.

**1.** The subjects, content **and** protection of easements law. The subject of easement law is a person (both natural and legal) who cannot meet their needs for their own property.

The person claiming the easement must prove that their needs it can meet only at the expense of neighboring or other land. The subjects of easement's relationships cannot only land owners, and other individuals who have indicated areas of the law. However, the serving holder of land shall have the right to consent to an easement under the contract.

Between the subjects of land and personal easements is a significant difference. The subject of land easement is the person who at the time of establishing easement is holder of the dominant land plot, whoever it may be. The subject of personal easement is specifically identified person in whose favor

the easement is established. An easement's right belongs only to her; she cannot transfer the right to use someone else's thing to another person.

The subjects of the easement may be any legal entity, including the state and its agencies and other legal entities regardless of ownership.

The subject of an easement of housing may be family members of the owner. Family members of the home owner, who lived with him, have the right to use it under the law. The home owner identifies specific space, which can be used by members of his family. They lose their housing, if during the year without a valid reason not to use it.

The object of easements may be especially real property; land plots and other natural resources (grasslands, ponds, mineral resources, forests, etc.), housing suitable for living, other buildings and structures. Housing suitable for use may have their own houses, apartments, single rooms suitable for living. The object of the easement can be movable property: animals, vehicles, machinery and equipment, residential property and so on.

Contents of an easement's rights determined by the type of easement, the object and scope of rights. The scope of an easement's rights defined by the source, which it is set by will, judgment, law or contract. If the easement is established by agreement, the latter shall be subject to compulsory state registration in the manner required for state registration of rights to immovable property. If no agreement on the easement and its terms is disputed, it is decided by the court in favor of the person who requires the establishment of an easement.

By the Law and covenants also defined a amount of an easement's rights. The contents of an easement's law are determined by the type of easement.

The subject of an easement's law has certain responsibilities. If an easement fee has been established, then its use should be made a fee to the owner of property encumbered by this easement. Losses suffered by the owner (holder) of land or other immovable property subject to an easement shall be compensated on a general basis.

Subject of an easement's law may simply refuse from further use of another's property. The reason for the termination of an easement may be its long-term disuse for 3 years in a row.

Personal easements are terminated by death of the person for whose benefit it was established.

An easement may be terminated by the court at the request of the property owner, if strong cases will arise which are essential. The owner of land has the right to demand the termination of an easement if its use prevents the use of the land for its intended purpose. An easement may be terminated in other cases provided by law.

As a general rule easements are protected in the same way as the right of ownership. But civil law protection of property rights may be used to protect easements not in all cases of violations.

An easement is still the right to use another's property, not the property itself, that although easement property law, but its object is not a thing, but only the right to use the latter. This fact leads to a specificity of protection of easements. Proprietary protection of property rights may be used in those cases when a subject of an easement's law lost the right to possess the object of use or otherwise prevented him to use it.

## **Topic 15. Intellectual property law: general provisions.**

The system of Ukrainian legislation on intellectual property. State system of legal protection of intellectual property. Concept of intellectual property rights. Classification of objects of intellectual property rights. Copyright and related rights. Objects of industrial property. Non-traditional intellectual property objects. Subjects of intellectual property rights.

Concept of industrial property. Protection of rights to industrial property objects. Terms of providing legal protection of inventions and useful models. The right and procedure for obtaining a patent. Registration of a patent. Acquisition and implementation of ownership of the topography of integrated circuits. Terms of obtaining a legal protection of an industrial design.

Procedure for obtaining a patent for an industrial design. Acquisition and realization of the property right for signs for goods and services. Legal principles of protection of rights to indicate the origin of goods in Ukraine; relations arising from their acquisition, use and protection.

## **Topic 16. General provisions on obligations.**

Obligation is a legal relationship where one party (debtor) is obliged to make some action (e.g. transfer the property, do some job, provide service) in favour of another party (creditor) or don't make any actions and creditor has the right to demand from a debtor to implement this obligation.

An obligation consists of three elements : subjects, objects and content. Physical and juridical persons are the subjects, the particular behaviour of obliged person is the object and subjective rights and obligations of both parties are the content.

The reasons of obligations' appearing:

1. Agreements and other deals foreseen by law and which isn't foreseen by law but aren't contradicted to it.
2. Unilateral agreements (e.g. public promise of reward).
3. The results of administrative statements(e.g. writ is given for the state dwelling, the agreement of renting of the dwelling is established on this basis)
4. The judgment (e.g. about the confiscation of cultural values which are being saved unappropriately by the owner).
5. The result of making material and moral damage.
6. Other actions made by physical and juridical persons.

Juridical and physical persons, a debtor and a creditor are the subjects of obligation. A creditor is the active party of obligation as he has the right to demand from a debtor to implement his duties. A debtor is the passive party as he has the duty to implement an action in favor of a creditor.

Kinds of obligations:

1. Depending on the reasons of obligations' establishment they are accepted to divide into contractual and non-contractual ones.

The contractual obligations are established on the basis of the agreement of their parties (bilateral and multilateral agreements). Non-contractual obligations are established as a result of other juridical facts (unilateral deal, damage, saving of property etc.)

2. Depending on the aim (direction) obligations are divided into regulating and guarding ones.

Regulating obligations are the legal relationships the content of which is legitimate behavior of their participants. They may regulate the behavior of participants of the agreement and also any other legitimate activity in the sphere of private legal relationships. Guarding relationships are established as a result of damages, unsubstantiated enrichment, their aim is to protect broken interest of the subject of civil law.

3. According to the relation between rights and duties the obligations are divided into unilateral and mutual (contrary)

In unilateral obligations one party has only rights and another has only duties (e.g. obligations because of damage). In mutual (contrary) obligations every participant has both the rights and duties. Every party is simultaneously a creditor and a debtor.

4. Depending on the character of legal connection between the participants of obligation it can be simple and complex.

If each party has only one right and one duty the obligation is simple. If the parties have several rights and duties it is complex.

5. Depending on the meaning of obligations for its parties principal(main) and additional (accessory) obligations are distinguished.

Principal(main) obligations may exist independently without additional obligation (e.g. buying and selling). Additional (accessory) obligations are established only if there is a principal(main) one and

are closely connected with it (e.g. warranty). Additional obligations always follow a principal one and are cancelled with it.

6. Depending on the character of the connection of obligations with the personalities of their participants the obligations of personal and non-personal character are distinguished.

7. According to the definiteness of content obligations with certain amount of demands and obligations with undefined content are discerned.

In the obligations with certain amount of demands it is clearly known the accomplishment of which obligations and what is the amount that can be demanded from the debtor by a creditor. Most of obligations are so. The amount of rights and duties are determined only in general in obligations with indefinite amount of demands (aleatory). The exact sums, services etc. are being determined during the accomplishment of obligations.

8. According to determination of the object of accomplishment obligations with certain object of accomplishment, alternative and optional obligations may be distinguished. In working with optional obligations it is needed to deviate from the principle of dichotomy and choose multiply distribution. Alternative obligations mean that a debtor must accomplish one of a few actions for a creditor foreseen by law or by the agreement.

Optional obligations are concluded when the debtor is obliged to do some specific action in favor to creditor and if it isn't possible he has the right to replace its accomplishment by another action which has been prearranged by agreement of both parties.

The definition of system of obligation rule as a sub branch of civil code should be distinguished from classification of obligations as kind of civil relationships.

The whole law of obligations may be divided into:

1. General part
2. Special part (particular kinds of obligations).
3. General part of obligation law includes:
4. Universal general statements (which applies to all kinds of obligations)
5. General statement of contractual law.
6. Special part of obligation law (particular kinds of obligations) is divided into:
7. Particular kinds of agreements (articles 54-77 Civil Code of Ukraine)
8. Particular kinds of noncontractual obligations (articles 78-83 Civil Code of Ukraine)
9. Particular kinds of agreements considering the purpose points and content of agreements may be joined in such groups:
10. Agreements about transferring of the property for ownership
11. Agreements about transferring of the property for permanent use
12. Agreements about providing the services
13. Agreements about doing some jobs
14. Agreements about credit and payment relationships
15. Agreements about collective activity
16. Agreements about providing of obligations

Particular kinds of noncontractual obligations can be divided into the obligations which emerge as a result of legitimate actions and obligations which emerge as a result of breaking of law. Legitimate actions involve unilateral deals, juridical acts, deeds of civil state e.g. rescuing of property, lives, health of citizens, leading business without warrants, public promise of reward, marriage etc. (articles 78-80 Civil Code of Ukraine etc.) Breaking of law produce obligations as a result of the creation of threat to life, health, property of physical person or property of juridical person, making damage, groundless enrichment etc. (articles 81-83 Civil Code of Ukraine). Accomplishment of obligations is the accomplishment by a debtor of the action which is the object of obligation's legal relationship (or nonfulfillment of any action).

Accomplishment of obligations is made according to general rules or principles of obligations' accomplishment. The principles of obligations' accomplishment are:

1. accomplishment in kind;
2. proper accomplishment of obligations;

### 3. real accomplishment of obligations.

When only two persons are the subjects of obligations, one of them who is a creditor may demand the accomplishment of an obligation in full amount only from the person who is a debtor. According to general rule an obligation must be accomplished to a creditor by a debtor himself. But in cases determined by law or by an agreement and when it is outflows from the custom of business circulation or the content of an obligation the subjects of obligation and subjects of its accomplishment may be different persons. So far as according to the article 528 Civil Code of Ukraine accomplishment of obligations may be transferred to another person by a debtor. In this case the creditor must accept the accomplishment of obligation offered by another person instead of the creditor.

In practice the obligation with plural number of persons in obligation can be found. In the paragraph 540 Civil Code of Ukraine a partial order of obligations' accomplishment with plural number of persons is fixed:

1. if the participants of obligation are several number of creditors or debtors each creditor has the right to demand the accomplishment and each debtor must discharge the obligation in equal proportion, if there aren't anything else mentioned in agreement or statements of civil laws.
2. Solidary duty or solidary demand come into being in cases established by the agreement or law in particular when the object of obligation is indivisible. The accomplishment of solidary obligation in full amount by one of the debtors stops the the obligation of others solidary debtors before the creditor.

#### Replacement of a creditor

A creditor in obligation may be replaced by another person in the result of:

- The transmission of his rights to another person according to the legal transaction. ( assignment of the right of demand);
- Legal substitution;
- The accomplishment of debtor's obligation by his guarantee and or by bailman (guarantee for property)
- The accomplishment of obligation before a creditor by the third person instead of a debtor and also in the other cases prescribed by law (paragraph 512 Civil Code of Ukraine).

In obligation a primary creditor is responsible before a new one for invalidity of demand which has been transferred to him. But he didn't responsible for its inexecution by a debtor except the case when a primary creditor vouches for a debtor before a new creditor.

The replacement of a debtor in obligation is called transmission of a debt. A primary debtor removes from obligation and is replaced by another person. The consent of a creditor is necessary for that as the personality of a debtor (his solvency and other qualities) may be important to him.

The form of legal transaction about the replacement of a debtor is determined according to the rules prescribed in the article 513 Civil Code of Ukraine.

The place where an obligation is discharged is important. It is the place where a debtor must accomplish the actions which form the object of obligation's relationship, and a creditor must accept the accomplishment offered to him by a debtor. According to the article 532 Civil Code of Ukraine the place of discharging of obligation is prescribed in the agreement. If the place isn't prescribed the accomplishment is held by the agreement of both parties:

- 1) in the place of location of the real estate, when obligation is to the transmission of real estate ;
- 2) in the place of transmission of commodity (property) to a carrier according to obligation to the transmission of commodity (property) which come to being on the basis of the agreement of transportation ;
- 3) in the place of producing or storing of commodity (property) if this place was known for the creditor when the obligation was created – in obligation to transmission of commodity (property) which are created on the basis of others legal transactions.
- 4) In the place where a creditor lives and if the creditor is a juridical person in the place of its location when the obligation came to being – in liabilities. If a creditor changed the residence (location)

when the liabilities were created and announced about it to the debtor the obligation is discharged in the new place of residence (location) of the creditor and all spending which are connected with changing of the place of accomplishment are paid by the creditor.

5) In the place of the residence (location) of a debtor – in another obligation.

Obligation may be accomplished in the other place if it is prescribed in the statements of civil law or outflows from the content of obligation or customs of business circulation.

According to the article 530 Civil Code of Ukraine if the date (term) of accomplishment is prescribed in obligation, it must be accomplished in this date(term).

Obligation date (term) of which is determined by event that must happen the obligation have to be accomplished after the event has happened. If the date or term of the accomplishment of obligation by a debtor isn't established or is determined to be the moment when the claim is raised, the creditor has the right to demand its accomplishment in any time. The debtor must discharge such obligation in seven days from the day of the raising of the claim if the duty of immediate accomplishment doesn't outflow from the agreement or statements of civil law.

According to the article 531 Civil Code of Ukraine a debtor has the right to discharge his obligation ahead of a schedule if it isn't forbidden by an agreement, statements of civil law or doesn't outflow from the content of obligation or traditions of business circulation.

The object of accomplishment is a totality juridical and material (if there are some) objects of obligation of legal relationship, in other words the actions which must be done by the subjects (or nonfulfilment of any action) and property that must be transferred according to the obligation(if the obligation is connected with its transmission).

According to article 533 Civil Code of Ukraine obligation must be accomplished in hryvnias. If the money equivalent is determined in obligation if foreign currency the sum which must be paid in hryvnias is determined in accordance to exchange rate of particular currency at the day of paying if it isn't forbidden by another order of its determination in the agreement or by law, legal statements.

In the case when the sum of payment isn't enough to discharge the obligation in full amount this sum is paid off the demand of the creditor in the order if it isn't forbidden by the agreement. ( article 534 Civil Code of Ukraine).

1. Creditor's spending connected with getting obligation are repaid firstly.
2. The interests and penalties are paid secondarily.
3. The main part of a debt is paid in the third place.

According to the article 529 Civil Code of Ukraine a creditor has the right not to receive from a debtor the accomplishment of a debt in part, if it isn't forbidden by an agreement, statements of civil law or doesn't outflow from content and traditions of business circulation. The proofs of creditor's agreement to receive partial accomplishment may be: direct declaration, conclusive actions ( if the creditor uses a partial accomplishment he is determined as a receiver of it even when he announce his refusal from it).

The refusal of partial accomplishment must be expressed in the way of not being received practically or in the declaration of refusal.

Having received accomplishment of obligation a creditor must give to a debtor the voucher for getting partial or full amount of money if the debtor demands it. A debtor also takes back all debt documents which he has given to a creditor and if it isn't possible a creditor must mention about it in his voucher. When a creditor refuses to return a debt document or give the voucher which proofs the accomplishment of obligation a debtor has the right to delay the accomplishment and in this case the creditor is the one who has expired its reception.

When a debtor holds a debt document it proofs the accomplishment of obligation.

To bring a debt in the deposit of a notary is a method of obligation's accomplishment. According to the article 537 Civil Code of Ukraine a debtor has the right to accomplish obligation by bringing money or securities in the deposit of a notary when:

1. a creditor or his principal are absent in the place of obligation's accomplishment;
2. a creditor or his principal avoids the reception of the accomplishment or expiration of the term is their fault.

3. The principal of incapable creditor is absent. A notary reports a creditor about bringing a debt in the deposit in order established by law.

### **Topic 17. Fulfillment of obligation. Security for the obligation fulfillment. Termination of obligation.**

The obligation is a legal relationship; therefore, it protected by means of a coercive nature.

In accordance with Article 546 of the Civil Code of Ukraine the penalty, surety, guarantee, pledge, retention, earnest money, can provide performance of an obligation. Law or contract may be established other enforcement obligations. Students should carefully consider chapter 49 of the Civil Code of Ukraine, be able to give a description of each type of collateral obligations, the conditions of their application.

In accordance with Article 549 of the Civil Code of Ukraine, forfeit (fine, penalty) is a sum of money or other property, which the debtor must give to the lender in case of breach debtor, has defaulted.

Depending on the ratio of the right to forfeit, the right to recover damages distinguished four penalties (Article 624 of the Civil Code of Ukraine): penalty, scoring, exceptional and alternative.

In accordance with Article 553 of the Civil Code of Ukraine under the contract of guarantee, entrusted to the creditor guarantor of another person (the debtor) for the proper discharge of his or her duties. To perform the obligation be provided guarantor in part or in full.

Guaranteed. In accordance with Art. 560 of the Civil Code of Ukraine the bank, other lending (financial) institution, an insurance organization (the guarantor) guarantees to the creditor the debtor of his obligations.

Guarantor liable to the creditor for violation of the debtor. The warranty is valid from the date of issue, if it is not otherwise stated, and is valid for the period for which it issued.

According to Art. 563 CC of Ukraine, in case of violation by the debtor of the obligation secured a guarantee; the guarantor is obliged to pay a sum of money to the lender in accordance with the terms of the warranty.

In accordance with Art. 570 CC of Ukraine earnest money is money or movable property, which issued by the debtor to the creditor at the expense of due from him under the contract payments, and renewed commitment to ensure its implementation. But if it is determined that the amount paid in respect of payments due from the debtor, is earnest money, it is considered in advance, which only performs the payment function is a sum of money payable in respect of the following payments. Therefore, in default of the obligations under the contract deposit back side that it provided.

Concept of pledge. In accordance with Art. 572 CC of Ukraine in force pledge lender is entitled to in case of default by the debtor (mortgagor) the obligation secured by the pledge, get satisfaction through the mortgaged property prior to other creditors of the debtor, unless otherwise provided by law (the right of pledge).

Pledge may provide as a valid claim, and one that may occur in the future.

In accordance with Art. 576 CC of Ukraine may be the subject of pledge any property (including things, securities, property rights), alienated by the pledger and that can be levied. Pledgee's rights (right of pledge) to a thing, which is the subject of pledge, subject to its accessories, unless otherwise provided by contract.

Types of pledge (Article 575 of the Civil Code of Ukraine) - mortgages and pledge.

Mortgage - a mortgage of real estate, which remains in the possession of the mortgagor or a third party.

Pledge- it movable property to transfer into the possession of the mortgagee or by his order - possession of a third party pledge differ own property (rights), and the pledge of rights to other people's stuff. The Law of Ukraine «On Pledge» from October 2, 1992 regulates other mortgages.

Termination obligations described in chapter 50 of the Civil Code of Ukraine, which contains provisions that provide enough variety of situations when personal rights and duties that constitute

the corresponding binding relationship cease to exist. Depending on the specific circumstances, there are several methods for termination of obligations:

- Implementation;
- Transfer of compensation;
- Enrollment;
- By agreement of the parties;
- Debt forgiveness;
- Union of debtor and creditor in one person;
- Inability to perform;
- Death of a natural person or legal entity liquidation.

Obligation shall terminate execution carried out properly.

Obligation shall be terminated by agreement of the parties because of the transfer by the debtor to the creditor compensation (money, other property). The amount, terms and procedure of compensation established by the parties (Article 600 of the Civil Code of Ukraine).

Obligation is terminated due to counter claims, which are due deadline and requirements, deadline which is not set or determined by the time of the request.

Due to counter claims can be obtained through the application of one of the parties (Article 601 of the Civil Code of Ukraine).

Obligation shall be terminated by agreement of the parties.

Commitments terminated by agreement of the parties to replace the original liability new between the same parties, is a novelty.

Obligation shall be terminated because of the release of (forgiveness of debt) creditor of the debtor from his obligations if it does not infringe the rights of third parties regarding the creditor's property (Article 605 of the Civil Code of Ukraine).

Obligation ceases coincidence debtor and the creditor in one person (Article 606 of the Civil Code of Ukraine), because you cannot be compelled to himself.

Obligation shall terminate his inability to perform in connection with Circumstance for which none of the parties is not responsible (Article 607 of the Civil Code of Ukraine).

Obligation terminated by the death of a natural person or legal entity liquidation (Article 608 of the Civil Code of Ukraine).

Obligation terminated by the death of the debtor, if the performance cannot be made without the personal participation of the debtor or otherwise, is inextricably linked with the personality of the debtor (such as an author's contract) and the death of the creditor, if the performance is intended for him personally (for example, the person who receives compensation in due to damage to health). In these cases, the death of party's obligation is grounds for termination.

Obligation shall terminate the liquidation of the legal entity (debtor or creditor), unless the law or other legal acts of the performance of an obligation liquidated legal entity is assigned to another entity, including liabilities for damages caused injury to health or cause of death I (Art. 609 of the Civil Code of Ukraine).

## **Module 4.**

### **Topic 18. The Notion, Types and content of Agreement.**

Contract is an agreement of two or more parties aimed at the establishment, modification or termination of civil rights and obligations. The obligations arising from treaties, the general provisions on obligations, unless otherwise provided in the contract or the law. Agreement is an act of the parties. Parties are free to contract.

Classification of contracts:

1.3a the division of responsibilities between the parties:

- a) One-sided;

b) Bilateral.

Unilateral - a contract in which one party undertakes an obligation to the second party to perform certain actions or refrain from them, and the other side has a right to demand without incurring obligations in relation to counter the other side ( commission contract , grant, loan) .

Bilateral - a contract in which both parties have rights and obligations (contract of sale, supply, contract, etc.).

2.3a presence counter indemnity:

- a) Response;
- b) Free.

3.3a point of agreement:

- a) Consensual;
- b) Real.

Consensual is a contract that concluded with the parties reach agreement on all essential terms of the contract. Most contracts are consensus (the supply agreement, contract, etc.).

Real is a contract that is considered concluded from the moment on the basis of the agreement is carried out under a contract execution - the transfer of certain assets to the counterparty (the carriage).

- 4. Primary and secondary contract.
- 5. Contracts basic and advanced.

Is the previous agreement , the parties undertake that for a certain period in the future enter into a contract ( basic) under the terms established by the preliminary contract. The preliminary contract is in the same form prescribed for the main contract. Party unjustifiably refused to sign the main contract must compensate the other party for the damages caused by the delay, unless otherwise provided by the preliminary contract or acts of civil law.

6. Contracts concluded in favor of contractors and third parties.

Article 636 of the Civil Code of Ukraine indicates that the contract to a third party is a contract in which the debtor is obliged to do his duty for the benefit of not counterparty to the contract , and a third person established in the contract , or not installed .

7. Contracts and liability in rem.

Object property treaties have things; the contract generates the counterparty the right storage box, including the right to property. Agreement is not aim at the emergence of the obligation to transfer things, namely the transmission of things, so they are real. Obligations is a contract under which one party is obliged to transfer to the other side of things, implement the actions to perform the work.

Public contract - a contract in which one party - the entrepreneur has undertaken to carry out the sale of goods works and services to everyone who applies to it.

Merger agreement (Article 634 of the Civil Code of Ukraine) - a contract whose terms are set to one side of the forms or other standard forms, which can be concluded only the second side of the accession to the proposed contract as a whole.

Content of the contract consists of the elements that define the rights and obligations of the parties.

Significant (essentialia) are those elements of the contract, without which it could not exist. For each type of contract are determined by their own essential elements, in particular for the purchase agreement (emptio - venditio) are essential subject of the contract (commodity) and its price.

Conventional (naturalia) items are not required, that is, their absence does not affect the validity of the contract.

In addition to these elements of the contract may contain random (accidental) elements, which are not required or customary for this type of contract, but are included in the specific agreement of the parties at the request of his.

Depending on the legal consequences that are associated with the onset of ( non-occurrence ) or the period of the last conditions were divided into : suspense , i.e. those for which the appearance of the rights and obligations under the contract was associated with the occurrence of certain events

(conditions or term) ; canceling , i.e. those for which termination of the rights and obligations under the contract associated with the occurrence of certain events .

When a condition precedent to its occurrence takes place the so-called uncertainty (pendent). During this period, the rights arising from the contract, does not yet exist. Rights and obligations of the parties under the contract arise only in the case of an event, which they are due. Rights and obligations under a contract with a resolute condition arise, as a rule, from the time of its conclusion. Offensive conditions leads to their early termination. These rules are extend to the suspensory and canceling terms.

Purpose of the contract (Latin causa - reason) - this is the nearest the purpose for which the contract is concluded; material basis to conclude the contract.

According to Article .637 CC of Ukraine interpretation of contract terms shall be in accordance with the general rules of interpretation of the transaction set forth in Art. 213 CC of Ukraine.

According to Art. 641 GC offer to conclude a contract (offer) can make each of the parties of the future treaty. Offer is not any proposal, but only one that meets the following conditions. Firstly, the proposal must contain the essential terms of the contract. Second, it must express the intent of the person making the proposal to bind by the treaty and the proposed terms, if adopted by another person. Third, it must sent to a particular person (or several persons).

Response of the person to whom the proposal was addressed to conclude a contract of acceptance recognized acceptance, unless it implies that there is a full and unconditional acceptance of the offer proposed by the acceptor conditions ( Part 1 of Art . 642 of the Civil Code of Ukraine). Reply consent to conclude an agreement on other than what was proposed conditions is under Art. 646 CC of Ukraine opt out of receiving offers and at the same time face the new proposal, made a preliminary offer.

The legal consequence of acceptance - conclusion of the contract does not bind to its implementation, namely the timely receipt of the offer or with such a response. If the proposal to conclude a contract specified period for a response, the contract is conclude, if the person making the offer, received a response of acceptance during this period (Article 643 of the Civil Code of Ukraine).

When orally offer (this is the case when the parties communicate directly with each other) the contract is concluded, if the person to whom the proposal was made, immediately declare its acceptance. When writing a contract is concluded an offer if the person making the offer to receive a response within the time limit set by an act of civil law , and if this deadline is not set - for the normally required for this time .

Acceptance (acceptance ) proposals on the conditions stated in the offer , the commission considered the acceptor within the time limit for response actions , confirming his desire to sign a contract ( Part 2 of Art . 642 CC of Ukraine ) , if it does not contradict the content of the offer or the requirements established by law.

Since the offer or is obliged before the party , which he has made an offer to conclude a contract , only for the period necessary for it to answer the latest late releases of the respective responsibilities of the offer or ( Part 1 of Art . 645 of the Civil Code of Ukraine).

On the question of the form to the contract subject to the general rules on the form of the transactions set forth in Articles 205-209 of the Civil Code of Ukraine.

Practical importance is the question of the place and time of the contract. According to Art. 647 of the Civil Code of Ukraine,generally, place of contract associated with the residence of an individual (the location of the legal entity - the provider,i.e. the person who initiated into the contract. The parties in the contract may establish exceptions to this rule.

If the contract is subject to notarization or state registration, the moment of its conclusion is the time of the license or a registration. If a notarized contract also requires state registration, the moment is the moment of conclusion of the last (h. W Art. 640 of the Civil Code of Ukraine).

As a rule, the contract must be the same for the whole period of its validity, and a contractual obligation - carried out in accordance with those of its conditions, which the parties identified in the contract.

Amending the contract differs from its dissolution that, in the first case, the contract remains in force, albeit with slightly modified conditions. Termination of the same contract entails the termination of contract (Part 2 of Art. 653 CC of Ukraine).

There is the possibility of a unilateral withdrawal from the contract (Article 214, Part W Art. 651 CC of Ukraine), one of its sides, which can also cause a tear, and in some cases - to change the contract.

There are three ways to change / cancellation of the contract: 1) by agreement between the parties; 2) on the initiative of one of them (a unilateral withdrawal from the contract); 3) by the court.

Since the parties must reach an agreement to change (termination) of the contract, the agreement between them as to their legal nature is a contract in connection with which it is subject as a general rule the conditions of validity of transactions (Article 203 of the Civil Code of Ukraine) and privacy order to sign the contract (Articles 638-647 of the Civil Code of Ukraine).

Agreement may be amend or terminated by the court at the request of one of the parties in the event of a material breach of contract by the second party and in other cases stipulated by contract or law.

It is essential to such a breach of the contract party, if, due to damage caused by this second aspect largely deprived of what it expected the contract.

In the case of a unilateral withdrawal from the contract in full or in part, if the right to a waiver by the contract or by law, the contract is terminated or modified accordingly.

In case of significant changes in circumstances, which the parties guided in the contract, the contract may be modified or terminated by agreement of the parties, unless otherwise agreed or follows from the nature of the obligation in connection with the performance of this contract.

In case of change or cancellation of the contract, obligations modified or terminated after reaching an agreement on the amendment or termination of the contract, unless otherwise provided by the contract or due to the nature of change. If the contract is modify or terminated by a court order, the obligation modified or terminated after the court decision on the amendment or termination of the contract in force.

Modification or termination of the agreement made in the same form as the contract that is modified or terminated, unless otherwise provided by contract or by law or follows from business practices.

The cancellation made in the same form in which the transaction took place.

Legal consequences of failing to deal established by law or agreed by the parties.

In the case of a unilateral withdrawal from the contract in full or in part, if the right to a waiver by the contract or by law, the contract is terminated or modified accordingly.

The right to withdraw from the contract also set by the contract.

## **Topic 19. Contract of sale. Gift Agreement. Rent Agreement. Lifelong maintenance (attendance)**

From an objective point of view, the sale is an institution of civil law, namely a system separate from the other and interconnected civil - legal rules governing the conclusion, amendment, termination of the contract of sale, establish the essential terms defining the rights and obligations of the parties and, accordingly, their implementation and enforcement, as well as establish the specifics of civil - legal regulation varieties sales contract.

In terms of content of the legal consequences that arise, the contract of sale - it civil - legal obligation, which refers to the legal relationship in which one party (the seller) transfers or agrees to transfer the property (goods) in the ownership of the other party (the buyer), and the buyer accepts or agrees to accept the property (goods) and pay him a sum of money (st.655 Civil Code of Ukraine).

Contract of sale is consensual (even the words of the «transfer» or «shalltransfer» does not make it real, because in any case, the issue of transfer of the property by prior arrangement).

Certain provisions of the sales contract and subject to the following normative - legal acts:

1. Consumer Protection: Law of Ukraine Supreme Council of the USSR from 23.07.1991 - 1991, № 30, article 379
2. On Business Associations: The Law of Ukraine № 19 veres.1991 of 1576 - XII // The Voice of Ukraine. - 1991. - Oct 11
3. On Joint Stock Companies Law of Ukraine Supreme Council of Ukraine of 19.12.2008 - 2008, № 50, / № 50-51 / s. 2432, Article 384
4. On Pledge: Law of Ukraine of 02.10.1992 № 2654 - XII // Bulletin of the VerkhovnaRada of Ukraine of 24.11.1992 - 1992, № 47, article 642
5. on the reconstruction of the debtor's solvency or declaring bankruptcy: Law of Ukraine № 2343 vid14.05.1992 - XII // Bulletin of the VerkhovnaRada of Ukraine of 04.08.1992 - 1992, № 31, article 440
6. On liability for delay in performance of monetary obligations: Law of Ukraine 22.11.1996 № 543/96-VR // Bulletin of the VerkhovnaRada of Ukraine of 14.02.1997 - 1997, № 5, Article 28
7. On Concessions: Law of Ukraine of 16.07.1999 № 997 - XIV / / Bulletin of the VerkhovnaRada of Ukraine of 15.10.1999 - 1999, № 41, article 372
8. On Banks and Banking Activity: Law of Ukraine of 07.12.2000 № 2121 - III // Bulletin of the VerkhovnaRada of Ukraine of 09.02.2001 - 2001, № 5, Article 30
9. On securities and stock market: the Law of Ukraine from 23.02.2006 № 3480 - IV // Bulletin of the VerkhovnaRada of Ukraine of 04.08.2006 - 2006, № 31, p. 1126, Article 268
10. on Contracts for the International Sale of Goods: The United Nations Convention of 11 April 1980 // Official Herald of Ukraine from 26.04.2006 - 2006. , № 15, p. 438, article 1171 Code Act 35973/2006 (entry into force for Ukraine: February 1, 1991)

There are a number of special regulations governing certain types of sales contracts. Official rules for the interpretation of trade terms of the International Chamber of Commerce Incoterms 2010 (effective January 1, 2011), previously acted - as amended in 1990.

Certain features of the sales contract are embodied in its special forms: agreements on the retail sale; supply contracts; contracts contracting of agricultural products; supply contracts energy and other resources through the network; barter agreements.

Civil Code of Ukraine calls parties sales contract the buyer and seller .

Seller under a contract of sale may be any member of civil relations (Article 2 of the Civil Code of Ukraine ), which alienates property in his possession ( full economic management or operational management ) .

The seller , in addition to the principal ( Art. 663TSK Ukraine) , and imposed an additional :

1. Obligation together with the product transfer to the buyer of its accessories and documents (technical passport, certificate of quality , etc.) relating to the goods (Article 662 of the Civil Code of Ukraine)

2. Duty to warn the buyer of all the rights of third parties on the goods sold (the rights of the employer, the right to bail, the right of life use , etc. (Article 659 of the Civil Code of Ukraine)

3. Keep up to transfer to the buyer sells the property without allowing his deterioration when title passes to the buyer before the transfer of goods (Article 667 of the Civil Code of Ukraine)

4. Obligation to transfer ownership to the buyer ( the economic or operational management) for the alienated and the transferred property . This obligation stems from Article 665 , however, does not explicitly set.

Article 658 of the Civil Code of Ukraine provides for the right to sell the goods by the seller , but there are some legal restrictions for the owner for the implementation of this right : the forced sale and other cases provided by law .

Purchaser under a contract of sale may be any member of civil relations. However, there may be limitations. For example , young persons may be buyers for the sale contract only when it comes to committing petty domestic transactions (Article 31 of the Civil Code of Ukraine) , the right of foreign ownership of land ( Article 81 of the Land Code of Ukraine) , a special procedure for acquiring rights ownership of firearms.

The main responsibility of the buyer is to take the property transferred ownership (economic or operational management), as well as a fee for this property

The subject of the contract of sale is a property (goods): movable and immovable property, foreign currency and Securities Company as a single property complex, transferable property rights (use someone else's land - fee farm).

may also be entitled to claim, unless such right is not of a personal nature. It Part 1 of Art. 656 of the Civil Code of Ukraine does not establish a mandatory requirement for the sale of the property, which at the time of sale shall belong to the seller at the right of ownership. Therefore, the sales contract may be entered into and when the goods will be created (produced, acquired) in the future.

The notion of the subject sales contract covers items (range, range) and the number of goods sold.

About the quality of the goods, the seller is obliged to transfer the goods, the quality of which corresponds to the conditions specified in the contract (Article 673 of the Civil Code of Ukraine). Quality goods should be confirmed by relevant documents that transmit together with the goods (the quality certificate of conformity, etc.), if such a requirement expressly provided for by the contract or by law (Art. 662, 673, 674 of the Civil Code of Ukraine).

Total legal consequences of the transfer of goods of poor quality, established by item. 678 of the Civil Code of Ukraine, are reflected in the Law of Ukraine "On Protection of Consumers' Rights Pay special attention to setting prices in the sales contracts.

Given the rate of Part 4 of Art. 632 of the Civil Code of Ukraine, the price in the contract is established by agreement of the parties. If price is not installed and cannot be determined on the basis of its terms, it is determined at regular prices prevailing for similar goods at the time of concluding the contract.

Obligation to transfer goods to the buyer (Article 664 of the Civil Code of Ukraine) deemed to be satisfied:

1. at the time of delivery of goods to the buyer if the seller's obligation to contract is set to deliver the goods.

2. at the time of placing the goods at the buyer's disposal, if the product is supposed to transfer to the buyer at the location of the goods. Goods deemed granted to the buyer, if within the period prescribed by the contract, it is ready to transfer to the buyer at the right place and the buyer is informed about it. Ready to send the goods must be properly identified to the contract, in particular through labeling.

3. If the contract of sale does not imply obligation of the seller to deliver the goods or to transfer the goods to his whereabouts, the seller's obligation to transfer the goods to the buyer is considered executed when the goods to the carrier or the organization of communication for delivery to the buyer.

Ownership of the property under a contract that is subject to notarization occurs in the acquirer of the date of such certificate. If agreement on alienation of property subject to state registration, ownership of the buyer as of such registration (Part 4 of Art. 334 CC of Ukraine).

The special nature of the relationship under the supply agreement determines the specifics of the contract, including:

- 1) the essential conditions of the supply agreement, as opposed to a contract of sale is also a term, resulting in time of the contract and its execution time is never the same. The contract shall be provided by the parties consent order delivery times for subsequent periods to expiry. If this procedure is not provided, the contract is valid for one year (Part 3. 267 of the Commercial Code of Ukraine). The parties may agree in the contract a schedule of delivery (month, decade, era, etc.) (Part 3. 267 of the Commercial Code of Ukraine);

- 2) the subject of the supply agreement, in accordance with Art. 712 CC of Ukraine may be the only product designed for use in business and other purposes not related to personal, family, household and similar use. In accordance with Part 6 of Article. 265 of the Commercial Code of Ukraine, the implementation of business entities commodities businesses to not performed according to the rules of the contract of sale. In other matters, such as the number, variety, quality, completeness, container and (or) packaging goods to the supply agreement, the general provisions

of the contract of sale , unless otherwise provided by contract or by law does not follow from the nature of relations between the parties (M . 2 tbsp. 712 CC of Ukraine );

3) supply agreement entered into at the discretion of the parties or in accordance with the Public Procurement ( Part 2 of Art . 265 of the Commercial Code of Ukraine);

4) The supplier under the supply agreement can only be an entity . A buyer can act as a business entity , or an individual , if it buys goods for purposes not related to personal , family, household and similar use.

5 ) the terms of supply agreements between undertakings should be taught in accordance with the requirements of international rules for the interpretation of Incoterms (Part 4 of Art. 265 of the Commercial Code of Ukraine ). In accordance with paragraph 1 of Incoterms Official Rules interpretation of trade terms " ICC " in the version of 2010, the purpose of Incoterms is to provide a single set of international rules for the interpretation of the most commonly used trade terms in foreign trade.

According to the contract of agricultural products agricultural producer undertakes to produce certain agricultural products contract and send it to the property purchaser ( the contractor ) or determined by him to the recipient , and the collector agrees to accept the goods and pay for it at the established price under the contract. For it is a common characteristic :1) double-sided ;2) consensual ;3) retaliation.

Sources regulation. By agreement of contracting the general provisions for the sale and provision of the supply agreement, unless otherwise provided by contract or by law. The law may provide the features and performance of contracts signing contracts for agricultural products .These laws are for example :1) Economic Code of Ukraine2) The Land Code of Ukraine3 ) Law of Ukraine "On Agricultural Cooperation ";4 ) Law of Ukraine " Private farm " and other. Law establishes special order contract contracting agricultural products in order to conclude it subject to the general provisions of the sales contract .

Contract contracting agricultural products concluded in writing. Parties to the contract are the agricultural producers and packer ( the contractor ).

The manufacturer of the contract can act as professional farmers ( farmers , agricultural cooperatives and commercial companies, individual entrepreneurs ), and individuals who produce marketable agricultural products on their own plots ( private households ).

Purchaser ( the contractor ) in the contract of agricultural products is a legal or natural persons - entrepreneurs who are engaged in professional activities to purchase commercial agricultural production with a view to its further sale or processing. Contents of contract contracting agricultural products. In a procurement contract should include:1. Products (range) number of state standards or specifications , the maximum permissible content of harmful substances in products ( the subject of the contract may include: agricultural products grown brand products such as raw or after initial processing );2. Yielding the contractor receives directly from the manufacturer ;3. Unit price , total agreement , order and delivery terms , terms of handover products;4. Obligations on the contractor providing aid in the organization of agricultural production and its transport to the receiving centers and enterprises;5. Mutual liability of the parties in the event of non-fulfillment of the contract;6. Others provided a default contract of agricultural products approved under the procedure established by the Cabinet of Ministers of Ukraine . By no delivery of agricultural products within the terms envisaged procurement contract, a manufacturer pays the contractor a penalty in an amount established by the contract, unless otherwise provided by law. Failure to comply with obligations to the acceptance of agricultural products directly from the manufacturer, and in the case of non-acceptance of goods brought by the manufacturer within the period and in the manner agreed upon by the parties, the contractor shall pay the producer a fine of five percent of the cost of missed production including premiums and discounts , as well as reimburse the damages caused by the manufacturer , and for products, perishable - its full value. If the product was not timely prepared for handover and this was not prevented Contractors, the contractor shall reimburse the losses.

Under the contract of gift giver transfers or agrees to transfer future property donated to the donee ( gift ) in the property. The contract of donation as a contract of sale to end ownership of the

donor and of ownership of talented individuals with the only difference being that the deed of gift always is free, but because the donor has no right to demand from talented individuals opposing actions

An indication of the donation contract is its gratuitousness. In the presence of consideration deed of gift is considered invalid. However, it may be considered a violation of signs chargeless gift contract the following cases:

- Symbolic consideration as a tribute to tradition - for example, salaries in the form of small coins for gift - piercing and cutting items or pets;
- The obligation of the donee entity to use for a particular gift, due to the target (donation - art. 729 CC of Ukraine);
- Laying on the individual donee duty to a third person (Art. 725 CC of Ukraine). Such responsibility is to perform certain actions or to desist from its commitment, namely to transfer a sum of money or other property in the property, pay cash rent, give the right of perpetual use of a gift or part of it, not make claims to a third party check and so on. This duty person assumes voluntarily, guided by their own interests and meet certain property provided to a third party whose rights have been limited (burden) ownership of the donee.
- Laying on the individual donee the obligation for the giver. For example, the donor has the right to an easement (passage, passage, etc.) in the donated land or the right of residence in donated home.

The contract of donation is unilateral and specific. Real deed of gift, usually does not generate obligations. He concluded and executed at the time of transfer of things. That is an essential condition of the contract is to transfer stuff. The new Civil Code of Ukraine provides for exceptions to the rule regarding two aspects: the possibility of not acquiring ownership and encumbrance certain responsibilities: First, it refers to the donation contract with the obligation to transmit gift in the future. There is a contractual relationship - the lender becomes the donee (Art. 723 CC of Ukraine), as he passed a certain claim and the debtor - giver. Legal requirements concerning third parties can only be transferred on the basis of the assignment; Second, imposing the obligation on the donor if he was aware of the shortcomings of the donee to report things or particular properties that may be hazardous to life, health and property of both the donee and others. After a failure, he is obliged to compensate the damage, if the possession, use gift was harmed (Article 721 CC of Ukraine). When consensual agreement donee is entitled to demand the transfer of gift and giver is obliged to pass (Art. 723 CC of Ukraine).

Under the contract rent one party (the receiver of rent) transmit to the other party (the payer of rent) to own property and rent payer in return it agrees to periodically pay an annuity to the recipient in the form of a certain sum of money or otherwise (Article 731 CC of Ukraine).

Treaty annuity can be established that the receiver transmits rent property in the property rent payer for payment or free of charge. If the contract rent is established that the receiver transmits rent property in the property rent payer for payment, to the parties on the transfer of property, the general provisions for the sale, and if the property is transferred free of charge - the provisions of the deed of gift, unless it is contrary to the essence of the contract rent.

In case of transfer under payment of rent of land or other real property rents recipient gets the right mortgage for this property. Rent payer has the right to dispose of the property transferred to it under the payment of rent, except with the consent of the alienator. In case of alienation of property of another person to move her duties rent payer. Payment of rent may be provided establishing the obligation to insure the risk annuity payer's failure to perform its obligations under the contract rent.

The risk of accidental destruction or accidental damage to property transferred free of charge under the perpetual annuity payment, is the rent payer. In case of accidental destruction or accidental damage to property transferred for payment under the payment of perpetual annuities, the payer has the right to demand termination under obligation to pay the rent or change the terms of payment.

Accidental destruction or accidental damage to property transferred under the payment of rent for a certain period of time does not exempt the payer from the obligation to pay rent until the end of the term of payment of rent under the conditions prescribed annuity contract. Definition of contract

maintenance for life (care) , its form parties , the subject of the contract and grounds for termination of the contract shall be processed student yourself.

This agreement is compensated because the purchaser gets the ownership of certain property, and disposing - required maintenance in the form of relevant material goods and services. The cost of disposing of the property transferred may not be equivalent to the cost of the maintenance of the acquirer .Attention is drawn to the fact that according to Art. 746 CC of Ukraine disposing the contract may be an individual , regardless of age and health. Purchaser may be capable adult person or entity . If recipients have several individuals , they become co-owners of the property transferred to them under the contract , the right of joint ownership . If multiple recipients are individuals and their duty to the alienator is solidarity .

Contract maintenance for life may be entered in favor of disposing of a third party (Art. 746 CC of Ukraine ). Property owned by co-owners in joint matrimonial property, including property owned by spouses may be alienated by them under the contract of life maintenance (care). In case of death of one of the owners of the property which has been alienated them under a contract of life maintenance (care) , the amount of the obligation of the purchaser shall be reduced accordingly . If the alienator is one of the owners of property that belongs to them under joint ownership , contract maintenance for life (care) may be executed after the determination of its interest or determination procedure for use between the owners of this property (Art. 747 CC of Ukraine ).

The rights and obligations of the parties . The contract of life maintenance (care ) can be identified all kinds of logistics, as well as all types of care ( custody ) that the purchaser must provide the alienator . If the obligations of the purchaser were not specifically identified or there is a need to provide other forms of disposing of material support and care , the dispute shall be resolved in accordance with the principles of fairness and reasonableness. Purchaser is required in case of death of disposing bury it , even if it was not provided for in the contract (Art. 749 CC of Ukraine ).

When disposing of the property passed to his heirs , the cost of his burial should be fairly divided between them and the purchaser .The acquirer may be required to provide third party or disposing of housing in the house (apartment ) , which he handed to the contract. In this case, the contract must be specifically defined portion of rooms in which the alienator is entitled to reside (Article 750 CC of Ukraine ).

Of wealth, which should provide a monthly disposing should be evaluated in monetary terms. Such assessment shall be indexed in the manner prescribed by law ( Art. 751 CC of Ukraine ).The contract of life maintenance (care) may be terminated to the court:1) at the request of disposing or third party to whom it was awarded in the case of non-performance or improper performance of their duties purchaser , regardless of fault;2 ) at the request of the purchaser .The contract of life maintenance (care) terminated with the death of the alienator (Art. 755 CC of Ukraine ).In the event of termination of the contract of life maintenance due to the deviation of the purchaser of its execution disposing takes ownership of the property that was transferred to him , and has the right to demand its return. In this case, the costs incurred by the acquirer for the maintenance and care of disposing non-refundable.

In the event of termination of the contract due to the inability of its further fulfillment purchaser on the grounds that the essential , the court may retain ownership of the purchaser of the property, taking into account the length of time during which he duly performed his obligations under the contract.

Responsibilities of purchaser under a contract of life maintenance (care ) go to the heirs, which took over ownership of the property that was the subject of the contract. If the purchaser of the property no heirs or they refused to accept the property transferred disposing disposing again becomes the owner of the property. In the case of a contract of life maintenance (care) is terminated.

Upon termination of a legal entity , the acquirer with the definition assigns them rights and obligations transferred under the contract of life maintenance (care). In case of liquidation of a legal entity , the acquirer of title to property transferred under a contract of life maintenance (care) , goes to the alienator . If as a result of the liquidation of the legal entity , the acquirer of the property which has been transferred to it under the contract of life maintenance (care) , moved to its founder

(participant) , it transferred the rights and obligations of the purchaser under a contract of life maintenance (care).

## **Topic 20. Lease Agreement. Specific types of employment contract: features of legal regulation**

Features leases certain types of property may be established – lyuvatysya laws of Ukraine "On Lease of State and Municipal Property", "On Land Lease" and so on. Features of the lease of state property shall be governed by the Law of Ukraine "On Lease of State and Municipal Property".

Under the contract of hiring (rent) the landlord sends the tenant abozobov'yazuyetsya convey the property to use for a fee for a certain period (st.759 CC of Ukraine).

The essential terms of the lease are subject contract , the lease term , rent and other conditions determined by the parties in the contract. Rents set by the parties to the contract, if it is not specified , it is determined by the quality of consumer items and other circumstances that are significant . Form of payment - cash or in kind .

The lease - term contract, even if it is concluded without specifying the period . If the period is not specified , the contract is concluded for an indefinite period . The lease of state property can not be concluded for an indefinite period. When a contract for an indefinite period , each party has the right to withdraw from the contract , the other party notice in writing of one month in the case of hiring of immovable property - three months , unless otherwise provided by contract if the employer continues to use the property after the expiry of the contract , in the absence of objections landlord contract is extended for a previously established agreement.

Thing is, referred to the hiring may be insured ( st.771 Civil Code of Ukraine ). The risk of accidental destruction or damage to property shall be the employer who withheld the return things lessor (Article 772 CC of Ukraine ).

Ownership of fruit production and revenues received by, due to the use of a thing belonging employer (Article 775TSK Ukraine ).

Overhaul things should be carried out by the landlord , unless otherwise provided by contract or by law ( Art. 776 CC of Ukraine ). If the landlord does not carry out major repairs , the tenant may:  
1) repair the thing zarahuvavshy repair cost on account of fees for the use of the thing, or to demand compensation for the cost of repair ;  
2 ) require the termination of the contract and damages.

The employer has the primary right to contract for a new term to other persons. The tenant can improve thing only with the consent of the lessor (Article 778 CC of Ukraine ). In this case, after the expiry of the contract the employer has the right to remove improvements if possible without damaging way, or to demand compensation for the cost of work if improvements can not be separated . If as a result of improvements , a new thing , the employer becomes its co-owner , his share of the value of its expenditures for improvement.

If the employer without the consent of the lessor did improve , it can remove them if possible without damaging things, but if you can not , then he is not entitled to reimbursement for improving things. The lessor is entitled to demand compensation for the damages.

Damage caused to third parties in connection with the use of a thing is reimbursed by the employer .

Rent - a contract in which the landlord , who carries on business transfers or agrees to transfer movable thing tenant for use for a fee for a certain period . This agreement is a form of employment agreement and its legal nature is a contract joining. This is a public contract, contract terms should not worsen the situation of the employer .

The subject of the contract is moving things that are designed to meet the needs . Rental fee at the rates set by the landlord and is the same for all employers.

Features of the contract of hire :

1) the employer has the right to withdraw from the contract at any time;

2) the employer has the right to sublease contract and pre-emptive right to purchase things in the case of sale;

3) your employer can not impose Capital – nd and maintenance.

The subject of the contract of employment vehicle can be air, sea , river , land -propelled vehicles and so on. If the vehicle is transferred for rent with crew such a treaty called treaty chartering. Under this contract operation it carried a crew that does not terminate the employment relationship with the landlord .

Rights of the agreement performed Articles 798 - 805 CC and separate laws.

The form of the writing , and if the member is an individual contract , it notarized.

The employer shall use their own vehicle on their behalf enter into contracts of carriage and other contracts . It must maintain the vehicle in good condition , to indemnify in case of damage of the product. The condition of vehicle insurance is compulsory landlord .

The law may set other features of the contract of employment vehicle crew (eg rental of aircraft and marine vessels ).

According to the lease agreement , one party (lessor ) transfers or agrees to transfer to the other party ( the lessee ) to use property owned by the lessor 's ownership was acquired by him without the prior agreement of the lessee (direct lease), or property specifically acquired by the lessor in seller (supplier ) as the lessee specifications and conditions (indirect leasing) for a specified period and for a fixed fee (lease payments ) - Part 1 of Art . 806 CC.

The lease agreement , the general provisions of the lease ( rent) with the specifications established by § 6 ch. 58 Civil Code and the Law of Ukraine " On Financial Leasing ".

The word "lease " is a Ukrainian transcription Americanized term leasing, which means " lease ", which began to be used in England at the end of feudalism in the value of the lease of property . As a type of business lease has been extended to the United States from the late 50s of last century, and is now known to legislators almost all countries.

In economic practice and doctrine tsivilisticheskoy distinguish two forms of lease: operational ( or operating ) and financial. Typically, financial leasing Leasing recipient has the right to acquire property in the property for its residual value.

Leasing encompasses complex contractual relationships : the sale, lease, assignment, commission , credit and agency agreements.

There are direct and indirect leasing .

In direct leasing party is the lessor and the lessee .

In contrast, employment contracts and leases , where there are two parties - landlord and tenant , the contract indirect leasing leasing transactions involving three members:

1. The manufacturer (seller) of equipment that enters into a contract of sale with the leasing company ;
2. Lessor ( leasing company ) who on behalf of the future lessee enters into a contract of sale with the manufacturer and takes ownership of the equipment;
3. Lessee, who orders some equipment to the lessor .

Operating lease is a variation of the lease as at the end of the term of the lease agreement the property be returned to the lessor . Financial leasing (hereinafter - leasing) - a type of civil legal relations arising from financial leasing contract .

In a financial lease (hereinafter - the lease agreement ) the lessor is obligated to acquire the ownership of a thing from the seller (supplier ) as the lessee specifications and conditions and send it in using the lessee for a specified period of not less than one year for a fixed fee (lease payments) .

The subject of the lease agreement (hereinafter - the leased asset ) can be non-consumable thing with individual characteristics and classified in accordance with the laws of fixed assets.

May not be leased land and other natural objects , common property systems and their separate business units ( branches, departments , sections) .

The essential terms of the lease agreement are: the leased asset ; period for which the lessee is entitled to use the leased asset ( the lease term ); amount of lease payments; other terms on which any statement of at least one of the parties must be agreed .

Item ( object) financial leasing contract may be non-consumable thing with individual characteristics and classified in accordance with the laws of fixed assets. The subject of leasing can not perform land and other natural objects , common property systems and their separate business units ( branches, departments , sections). The risk of accidental loss of leasing relies on the general rule for the lessee.

The rights and obligations under finance leases . Lizynhodavetszobov'yazanyy : 1) invest in the purchase of the leased asset both own and borrowed and borrowed funds , and 2 ) promptly provide the leased asset to the lessee in a condition consistent with its purpose and conditions of the contract; 3) notify the lessee of known him special qualities and shortcomings of the leased asset , which may pose a risk to life, health , property or cause damage to the leased asset at the time of use.

Lessee shall:

- 1) take the leased asset and use it according to its purpose and conditions of the contract;
- 2) maintain the leased asset in good condition ( perform repair , maintenance );
- 3) timely pay the lease payments ;
- 4) insure the leased asset ;
- 5 ) Provide the lessor on the technical condition of the object , and access to the leased asset to verify the conditions of its use and maintenance;
- 6) In the event that the term of the lease and in the event of early termination of the lease agreement to return the item in good condition considering depreciation.

The risk of accidental loss of the leased asset relies on the general rule for the lessee.

The law contains special rules relating to suspension or termination of the lease agreement , so it applied the general rules on termination of the employment agreement (lease) , unless it is contrary to law.

Concept, feature and form of agreement. In accordancewith a century 827 the Civil code of Ukraine, by agreement ofloan one side (creditor) gratuitously passes or obligated topass to the seco nd side (to the user) a thing for the useduring the set term.

To the agreement loans are used position of head 58 theCivil code of Ukraine (найм, lease).

This agreement has such features:

1. The property is transferred to the user in the temporary possession and use ;
2. Within the loan may be transferred thing with individual characteristics, ie the loan agreement passed consumable things ;
3. Loans under the contract shall be returned to the same thing;
4. , He can be a real (if things are the same as the transmission time of the contract ) or consensual ( if the parties have agreed that the thing passed after the conclusion of the contract) .
5. Before loan agreement applicable rules governing property lease (rent );
6. Agreement loan is always free. Gratuitousness contract finds its reflection in the distribution of responsibilities between the parties and the scope of responsibility pozychkodavtsya . In this case we can talk only of limited liability : lender compensates users only real, incurred damage but will not reimburse lost profits , and not for any fault, but with intent or gross negligence.

It is envisaged the article 828 of the Civil code of Ukraine,that the agreement of loan of thin g of the domestic settingbetween physical persons it can consist orally. Agreement ofloan between l egal entities, and also between a legal andnatural person consists in writing. The agreement of loan ofbuilding, other capital building (them separate part) consistsin a form that is certain in accordance with the article 793 ofthe Civil code of Ukraine (for a term of three and more thanyears subject to t he notarial certification). The agreement ofloan of transport vehicle in that even one side is a physic alperson consists in writing and subject to the notarialcertification.

Certainly, if the obligatory notarial certification of agreementof loan is not statutory, and par ties intend to certifyagreement notarial, a notary is not right to refuse to them insuch certification.

By the conditions of the agreement of loan

- 1.name of parties of agreement, residence or location,identification number - for physical persons and identifyingcode from data of ЄДРПОУ - for legal entities is asubstantial condition;
2. a subject of agreement of loan is a substantial condition;

3. information is about a document that confirms the right of ownership on the indicated property;
4. cost estimation of property that is passed by agreement. A cost estimation of property is not the substantial and obligatory condition of agreement, but there is necessary for determination of estimation of those changes property costs that happened in times of his stay in possession of user. In case of death of property there is a necessity to know his cost for determining size of compensation.
5. term of action of agreement.
6. A term in the agreement of loan is not a substantial condition, and to the volume, if it is not certain parties of agreement of him, he is determined in accordance with the aim of using a thing (a century 831 ЦК of Ukraine);
7. place of performing contract.
8. right and duties and other terms, set by arrangement parties of agreement, founding, parties

Parties of agreement of loan are: creditor and user. A creditor can be a physical or legal person. A law, in particular, separately sets requirements to the creditor, that there can be a proprietor of things that is passed on loan, or on the consent of proprietor person that carries out a this property (ч.1 and 829 ЦК of Ukraine) management. Legal entities that carry out entrepreneurial activity can not pass to a thing in the безоплатне use the person, that is a founder, participant, leader, member of her or gan of management or control (ч.2 century 829 ЦК of Ukraine).

## **Topic 21. Contractor's Agreement.**

According to Art. 837 CC of Ukraine under the contract, one party (the contractor) undertakes at his own risk to do some work on the instructions of the other party (the customer) and the customer agrees to accept and pay for the work done. Works contract may be negotiated for the manufacture, processing, recycling, repair things or to perform other work with the tradition of its results to the customer.

From the sales contract a contract different:

- 1) The subject of the agreement in the contract of sale is individually defined thing;
- 2) The time of conclusion and execution of the contract: these moments tend to coincide with the contract of sale, and to contract award - no.

Relations arising from this contract shall be governed by the Law of Ukraine "On licensing certain types of activities," hl.61 62 CC of Ukraine and other normative acts.

The essential terms of the contract is subject, the price and terms of performance. The subject is the result of individualized labor contractor. The contract must be clearly defined requirements for its subject.

Price - This is the amount of money due to the contractor for the job. If the contract does not set the price of work or AI methods, the price is set by the court on the basis of price, which is usually used for similar work taking into account the necessary expenses of the parties (Art. 843 CC of Ukraine). Price includes reimbursement of the contractor and the payment for their work. Price can be defined in the contract and in the budget that includes an itemized list of costs to execute; it is not integral part of the contract. Estimates can be hard and rough. Changes in fixed cost estimate may be made by agreement of the parties breathes. In case of excess solid estimate all associated costs shall be the contractor, unless otherwise provided by law or contract.

Period of performance or its separate stages set in the contract, if the contract terms are not installed, the customer is entitled to require performance of work within a reasonable time, in accordance with the substance of the obligation, the nature and scope of work, customs of business turnover (Article 846 CC). Timing can be the initial, intermediate and final. This contributes to the progress of rhythmic and their timely completion, and allows the customer to check the progress and take action when they are ill performance. Terms are subject to change in the cases provided by law, for example, p. 651 of the CC allows the change of the contract when it is a material breach by the other party.

Equally important are the effects of breach of contract by the customer and the contractor.

The legal consequences of breach of contract by the customer.

The Contractor shall be entitled to withdraw from the contract award him compensation of damages if the customer, despite timely warnings by the contractor in the relevant period does not replace poor quality or unsuitable material, not replace instructions on how to do the work, not eliminate other conditions that threaten the quality or life performance (Art. 848 CC of Ukraine).

The Contractor shall have the right not to take the job, and started working to stop if the customer has not provided any material, equipment or thing to be processing and this has created the impossibility of performance (Art. 851 CC of Ukraine).

The Contractor shall be entitled to non-payment at the established price or other amount due to him, to hold the result of the work and equipment, the balance of unused material and other property of the customer, which is the contractor (Article 856 CC of Ukraine).

The legal consequences of breach of contract by the contractor:

1. The Customer may abandon the contract and claim damages if the contractor fails to perform or started working it slowly, her to finish the term is clearly impossible; set a deadline for remedying defects if it is clear that the job is done properly and also to demand cancellation of the contract and damages for non-compliance of its requirements (customer is right, not the obligation) st.849 CC of Ukraine.

2. Contracting Authority may at any time prior to completion of works withdraw from the contract, the contractor paying a fee for the work done and damages to compensate him (paragraph 4 of Art. 849 CC of Ukraine).

3. If the contractor withdrew from the agreement, which worsened the job, or allowed other defects in the work, the customer is entitled to claim their choice of free correct deficiencies within a reasonable time or fix them at their own expense with a right of reimbursement or payment for a corresponding decrease in work unless otherwise provided by contract (Article 852 CC of Ukraine). If the work is substantial deviations from the terms of the contract or other significant deficiencies, the customer is entitled to demand cancellation of the contract and damages. Customer must inspect the work done, in case of detection of departures in the terms of the contract or other defects immediately declare them to the contractor, or he loses the right to subsequently refer to these deviations from the terms of the contract or deficiencies in the work performed.

The risk of accidental destruction or accidental damage to the material before the deadlines contractor shall work party providing materials, and after expiry - the party that missed the deadline, unless otherwise provided by contract.

The requirements for poor quality of work under the contract shall apply the statute of limitation of one year, and about buildings - three years from the date of acceptance of the customer.

If, in accordance with the contract work is taken in parts, the limitation period starts from the date of acceptance of the work as a whole.

## **Topic 22. Service Agreement. Contract of commission and commission contract.**

According to Art. 901 CC of Ukraine under a contract of service, a party (executor) undertakes the task of the other party (the customer) to provide a service that is consumed in the course of committing certain acts or to commence operations, and the customer agrees to pay the artist referred to the service, unless otherwise provided by contract .Description of the service contract. Parties to a contract to provide services are a customer and performer. Customer is a person who is interested in obtaining the services appropriate kind of orders granting the conditions specified in the agreement, controls the service and pays it. They can be both legal and natural person regardless of whether it has the status of a business entity.

Contractor under the general provisions of the Civil Code of Ukraine, as well as the customer, can be any person or entity. The provisions of special laws, regulations clarify its status.

The subject of the contract in question is the provision of various kinds for the customer.

In theory, the service is useful labor activity of the person (group of people), the results of which obtain the expression of the beneficial effects that satisfy any need of the society.

Specific characteristics of services distinguish it from the product. For services characterized by stealth (you can not pick up, store, transport, store); differentiated quality of service (depending on the qualifications of the employee); service is inexhaustible (regardless of the number of times to provide its own quantitative characteristics do not change)

Services differ from work, but this difference is no longer so clear. Beneficial effects on the activities of the service is not acting as a specific financial results, as is the case in the performance (eg, contract), and is in the process of service delivery. In addition, the peculiarity is the coincidence in time and space processes of production, distribution and use of consumer value. That consumption of services occurs in the course of its provision, unlike the work of consumption which results not usually coincides with the time of delivery.

Contractor provides customer service for its task. The objective of the contract of service is the order with which the customer is drawn to the artist. He has a defined scope of services, the provision of which the customer is interested, their scope and guidelines for their provision.

The service is consumed during the commission of certain acts or to commence operations.

Customer agrees to pay for the service that was provided. Compensatory nature of the service is due, above all, the presence of this direct guidance in determining the service contract. According to Art. 903 CC of Ukraine if the contract provides for the provision of services for a fee, the customer needs to pay for the services offered in the amount of time and in the manner established by the contract. If you can not perform a service agreement that there was no fault of the artist, the customer shall pay a reasonable fee performer. If the inability to perform the contract arose through the fault of the customer, he is obliged to pay the executor fee in full, unless otherwise provided by contract or by law.

However, the service agreement may be free. In this case, the customer must reimburse artist all actual costs necessary to perform the contract (Art. 904 CC of Ukraine).

The term is not defined by law as an essential condition of the contract for services. Article 905 CC of Ukraine considers the decision on the term of the service contract at the discretion of the parties, unless otherwise provided by law or other legal acts.

Losses suffered by the customer nonperformance or improper performance of the contract to provide services for a fee, refundable if there executor of his guilt in full, unless otherwise provided by the contract. Artist who violated the service agreement for payment in carrying out business activities, is responsible for a violation if he proves that good performance was not possible due to force majeure, unless otherwise provided by contract or by law.

## **Module 5.**

### **Topic 23. Storage Agreement**

Under the contract of storage, one party (custodian) shall keep the thing that assigned to it by the other party (transferor) and return it to depositor safety.

The contract is a public storage if storage is carried out business entity in stock (in chambers, rooms) public (Art. 936 CC of Ukraine).

The sources of legal regulation of the storage contract include: Law of Ukraine "On the certified warehouses and simple and double warehouse certificate "; Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets ", Law of Ukraine " On Banks and Banking Activity "; and so on.

The term of the contract is determined by the parties to the contract. If the shelf life of the contract is not defined and can not be determined based on the terms of the agreement, the custodian must keep the thing to the transferor filing claims for its return (paragraph 2 of Art. 936 CC of Ukraine).

Storage agreement is concluded in writing if:

1. Parties to the contract are legal persons;
2. Parties to the contract are the natural and legal persons;
3. Parties to the contract are individuals, and the price of the contract at more than 20 times higher than the non-taxable minimum incomes of citizens (340 UAN.).

Storage agreement under which the custodian is obligated to accept the deposit of thing in the future must be concluded in writing, regardless of the value of things that could be deposited. In other cases, the storage contract may be concluded verbally.

Failure to comply with the written form of the contract of storage does not entail its invalidity, but in the case of a dispute arising from this agreement, court decisions can not be based on the testimony of witnesses.

The essential terms of the contract of storage in terms of economic exchange is the subject, the price and terms of the contract. Let us discuss some of them in detail.

The custodian must keep the thing within the period specified in the contract deposit. After the deadline the custodian may require the transferor to pick up a thing, but the latter is obliged to do so. At the same time, the end of shelf life does not relieve a custodian from liability for storage, unless the agreement provides otherwise.

As a general rule, a contract is keeping compensation, except as otherwise provided. The payment amount and the timing of its introduction are set by the contract. If the store has stopped prematurely due to circumstances for which the custodian does not comply, he shall be entitled to a proportionate part of the fee.

Features a storage in the warehouse. Warehouse is an organization that keeps goods and provide services related to storage, based on entrepreneurship.

Under the contract storage warehouse is obliged to store the goods for a fee, referred to it transferor and return the goods in safety. Object Storage - things individually identified and stuff from the generic. If the composition has the right to dispose of things with certain generic features, the relationship of the parties are governed by the provisions of the loan agreement.

Duties of the warehouse:

1. Inspect the goods at their own expense to determine the number and external conditions.
2. Depositor provide opportunities to examine the goods or samples during the storage period.
3. Immediate change in storage conditions independently take appropriate action and notify the transferor.
4. In the event of damaged goods immediately make and act on the same day to inform the depositor.

Handling documents:

1. Material receipt.
2. Double warrant. It consists of two parts - the warehouse certificate and the certificate (warrants). This product is accepted for the following documents may be assigned during the storage period. Article 962 CC of Ukraine establishes requirements for the contents of this document.
3. Easily warrant issued to bearer. Requirements for the contents of this document are set centuries. 965 CC of Ukraine.

## **Topic 24. Transportation Agreement**

According to the loan agreement , one party ( the lender ) transfers the property to the other party ( the borrower ) money or other things by fungible, and the borrower agrees to return the lender the same amount of money ( loan amount ) or the same number of things of the same kind and of the same quality .

The subject of the loan may be cash in the cash and non-cash, and things by fungible. The property which is the subject of the loan becomes the property of the borrower and use it on your own. Thus, the lender has the right to demand the return is not the same property (same banknotes), and property of the same kind and quality (certain sum of money).

Loan Agreement shall be concluded in writing, if the amount is not less than ten times higher than the statutory tax-free minimum incomes or in cases where the lender is a legal entity - regardless of the amount.

According to Art. 1047 of the Civil Code of Ukraine a loan agreement for an amount not exceeding ten times the income of citizens, with the exception of a loan agreement in which the lender is a legal entity, it may be concluded verbally. In support of its conclusion, given the borrower's receipt or other document confirming the transfer of the lender certain sum of money or a certain number of things. The absence of a debt instrument entails the same consequences as the non-observance of the written form - in the case of a dispute the parties can not rely on the testimony of witnesses.

Loan for its legal nature is real, one-way, and, as a general rule for compensation agreement. The unilateral nature of the loan is that the obligation under this contract shall only borrower: he must repay the lender received the amount of money or the same amount of things of the same kind and quality within the period and in the manner prescribed by the contract.

As a general rule, the loan agreement is compensated. Payment on the loan agreement is set as a percentage that will be calculated depending on the duration of use of property or cash. Rate of interest set by the legislator did not, and therefore, the parties have the right to determine the amount of interest on the loan.

Interest on loan agreements lender can be paid in any manner agreed by the parties (including the one-time), and if such an order is not determined by the parties, interest shall be paid monthly to the date of actual return of debt provided by Sec. 2 Part 1 of Art. 1048 of the Civil Code of Ukraine.

In accordance with Part 2 of Art. 1048 of the Civil Code of Ukraine is considered to be an interest-free loan agreement if:

- 1) it is enclosed between individuals in an amount not to exceed 50-th sized non-taxable incomes, and is not associated with a business carried on at least one of the parties;
- 2) the borrower passed things by fungible.

The borrower must repay the loan the lender (cash in the same amount or items identified fungible, in the same quantities of the same kind and of the same quality that were referred to it by the lender) within the period and in the manner established by the contract.

If the contract is not fixed repayment term or the time limit specified time of filing requirements, the loan must be paid back by the borrower within thirty days from the filing requirements of the lender that, unless otherwise provided by the contract. Loans to the contract interest-free loans can be paid back by the borrower in advance, unless otherwise provided by the contract.

The loan is considered a return to the time of transfer of the lender of things, specified fungible, or transfer a sum of money that borrowing bank account. In accordance with Part 1 of Article 1050 of the Civil Code of Ukraine, if the borrower fails to back the loan amount, it shall pay a sum of money in accordance with the requirements of Art. 625 of the Civil Code.

In accordance with Part 2 of Art. 625 of the Civil Code of Ukraine debtor who has delayed implementation of the liability at the request of the creditor is obliged to pay the amount of the debt based on the established inflation rate for the whole period of delay, and three per cent per annum on the outstanding amount if different interest rate is not fixed by the contract or law.

In accordance with Part 2 of Art. 625 of the Civil Code of Ukraine provides for the recovery of 3% per annum, unless otherwise provided by law or contract. Thus, in accordance with Art. 536 of the Civil Code of Ukraine for the use of other people's money the debtor is obliged to pay interest, unless otherwise provided by law or contract. Interest rate is determined by contract, law or other act of civil law. If the borrower fails to back things by fungible, he must pay the penalty in accordance with Articles 549 - 552 of the Civil Code of Ukraine, which is calculated from the time that things have to be paid back to the date of actual repayment the lender, regardless of the payment of interest, due to him under Article 1048 of the Civil Code of Ukraine. The only condition for a penalty - a mandatory assembly condition of the borrower and the lender a penalty in writing and signed by authorized representatives.

The Borrower has the right to challenge the loan agreement on the grounds that money or things really were not received by it from the lender or had received a lesser amount than by contract.

Article 1053 of the Civil Code of Ukraine establishes the rule, which provides an opportunity novation obligation for borrowed more debt. Innovation - a way to termination obligations under the parties' agreement to replace the original liability to new obligations between the same parties in accordance with the requirements of Part 2 of Art. 604 of the Civil Code of Ukraine.

### **Topic 25. Property Management Contract and Freight Forwarding Contract.**

Concept of trust management of property, its main types. Parties, form and duration of the contract. Essential terms of the property management contract. Subject of property management contract. The collection of property, transferred to the trustee for the debts of the manager of the management. Founder of management. Trustee Trustee. A person who benefits from property transferred to trust management. Rights and duties of trustee. Transfer to property management, which is the subject of a collateral agreement. The right of the manager to pay. Responsibility of the manager. Termination of the property management agreement. Features of securities management.

Concept of transport forwarding contract and its types. Parties and contract form. Contract fee. The order of execution of the contract. Documents and other information provided to the creditor. Refusal of the contract. Responsibility of the parties under the contract of transport expedition

### **Topic 26. Loan and Credit Agreement. Insurance Agreement.**

According to Part 1, Art. 1054 CC, under the loan agreement the bank or other financial institution (lender) agrees to provide funds (credit) to the borrower in the amount and under the conditions established by a treaty, and the borrower agrees to repay the loan and pay interest.

The loan agreement is consensual, bilateral and onerous. In contrast to the loan agreement, loan agreement is a bilateral agreement, as rights and responsibilities vested with both his party (Part 4 of Art. 626 CC of Ukraine). Parties to the loan agreement and the borrower is the lender. The latter can be any member of civil relations under Art. 2 CC. On the contrary, as a creditor may be significant, but the circle of participants in civil relations, such as a bank or other financial institution.

In accordance with paragraph 1 of Part 1 of Art. 1 of the Law "On Financial Services and State Regulation of Financial Services" financial institution is a legal entity that is under the law provides one or more financial services and entered in the appropriate register in the manner prescribed by law. Financial institutions include banks (Law of Ukraine "On Banks and Banking Activity"), credit unions (the Law of Ukraine "On credit unions"), pawnshops, leasing companies (Law of Ukraine "On licensing"), trust companies, insurance companies (Law of Ukraine "On Insurance"), savings institutions pensions (Law of Ukraine "On mandatory State pension Insurance"), investment funds and companies (Law of Ukraine "On investment activity") and other entities whose sole business is to provide financial services (Law of Ukraine "On financial and credit mechanisms and management of property in housing construction and real estate").

The subject of the loan agreement, as opposed to the loan agreement are exclusively cash (credit). Cash provided by the borrower may be in the currency of Ukraine (UAH) and foreign currency (Art. 192 CC of Ukraine). An essential condition of the loan agreement is the price (Art. 632 CC of Ukraine), ie, charges that the borrower pays the lender for giving him credit. Traditionally, the loan agreement, as the agreement loan, payment for the loan (loan) terminology is indicated as percentages. The fee for the loan is calculated on the basis of two main components: the cost of credit for most financial institutions are usually associated with the NBU rate and margin, ie the difference in favor of the financial institution has to cover risks and profit.

Are mandatory requirements of Art. 1055 Central Committee regarding the form of the loan agreement. This contract under, risk recognition it on an uncontested basis void should commit in writing.

Creditor under the loan agreement concluded it is obliged to provide the borrower money (credit) in the amount and manner prescribed by the contract. Creditor may refuse the loan in full or in part or to stop further lending when credit was planned to provide some on the grounds provided by law or contract.

According to the Civil Code of Ukraine the following reasons are: violations of the procedure for recognition of the borrower bankrupt under the law of Ukraine. "On restoring the debtor's solvency or bankruptcy» (Part 1 of Art. 1056 CC of Ukraine), the existence of other circumstances.

Creditor is entitled to demand payment of him borrower for the loan interest at the rate prescribed in the contract. Where the size does not determine a possible, on the basis of § 4. 632, § 1 of Art. 1048 CC of Ukraine lender is entitled to receive interest at normal size, ie the interest paid on similar credit agreements at the time of conclusion of the contract, which may not be less than the discount rate of the National Bank of Ukraine.

If the contract provides otherwise, the lender under Part 1, Art. 1048 CC of Ukraine has the right to demand payment of the interest on the loan each month. Creditor is entitled to demand early repayment of the loan and payment of interest in cases: delay returning next part (Part 2 of Art. 1050 CC of Ukraine). Borrower as a party to the loan agreement must repay the lender granted him a loan and pay interest on the amount and in the manner prescribed by the contract. The Borrower has the right to refuse to receive the loan in full or in part, provided, first, the absence of a ban on such refusal, by contract or by law, and secondly, the message to the lender stipulated in the contract term lending money (credit).

### **Topic 27. Bank Deposit Agreement. Bank Account Agreement. Concept of Factoring Agreement**

The concept of a bank deposit and its species. Parties form and deposit agreement. Interest on deposit types, procedure of calculation and payment. Adding of the third- persons funds to the depositor. Savings books, savings (deposit) certificate Liability for breach of contract of bank deposit.

The concept of a bank account and its basic types. Party and form of a bank account. The order of opening a bank account and the bank account contract . Account transactions that are performed by banking institution . Banking secrecy. Loans account. The grounds and procedure for writing off money from the account. The Bank's Liability for delay and arbitrary transfer of funds withdrawal from your account, the arrest and suspension of account transactions. The grounds and procedure for termination of the contract of bank account.

The concept of factoring and its species. Party and form a factoring agreement. Topic, validity factoring agreement . The order of the contract. The invalidity of the prohibition of assignment . The responsibility of the client to the factor. Implementation of monetary claims by the debtor agent . The next assignment of monetary claims. Copyright factors. Counterclaims of the debtor. Protecting the rights of the debtor. Liability for breach of contract.

### **Topic 28. The calculations in civil law.**

General provisions on calculations. Forms of calculations. Types of cashless payments. General provisions on settlements with the use of payment orders. Conditions for execution by the bank of a payment order. Execution of payment orders. Responsibility for non-execution or improper execution of a payment order. Letter of credit. Types and order of execution of letters of credit. Calculations for collection. Settlements with the use of settlement checks.

### **Topic 29. Agreements to Dispose the Intellectual Property Right**

Concept and types of agreement on disposition of intellectual property rights. The license for using of intellectual property rights and their types. Party and form . term of the license agreement. Significant terms of the license agreement. Standard license agreements for using of

intellectual property rights. Agreement for the establishment and order and the object of intellectual property. The state registration of contracts on disposition of intellectual property rights. Liability for breach of a license agreement.

### **Topic 30. Economic Concession Agreement. Joint Venture Agreement.**

Concept and types of Economic concession. The Topic of the contract. Side and form of contract . Contract of Economic sub . Duties of owners and users. Special conditions of the contract of Economic concession. To change the contract. The grounds and procedure for termination. Preservation of the agreement of Economic concession and replace if sides. Legal Consequences of the termination of the use of which provided the contract of Economic concession. The responsibility of the parties to the contract.

The concept of the joint venture agreement hectares of its kind . Side and form of contract . Contract of mate order of the contract of the company. Contributions parties to the treaty. Common property of society. Keeping the common affairs of parties to the treaty. Joint costs and joint damage parties to the treaty. Profit distribution . Highlight the participant's share partnership. Disclaimer participant from further participation in the contract of the company and termination of the contract. Responsibility of State for which terminated a contract of partnership. Responsibility of participants after general obligations.

## **Module 6**

### **Topic 31. General provisions on non-contractual obligations. Public Promise of the Reward Without Competition Announcing**

The obligation may arise not only from treaties, but also for other legal reasons, such as unilateral contracts, prejudice and unjust acquisition, retention property. In legal literature they define as non-contractual obligations.

Rights non-contractual obligations carried out a separate subdivision 2 of section 3 of the Central Committee of Ukraine.

Non-contractual obligations should be distinguished from the treaty :

- 1) contractual obligations arising in the case of a civil contract (including contract liability for non-performance or improper performance of the contract ) and non-contractual - in the event that the subjects were not in a contractual relationship (but the rules of tort subject to liability and harm to the person with whom the victim contracted , such as damage caused as a result of deficiencies of goods, works (services) (Articles 1209-1211 CC) ;
- 2) the contractual obligation - the obligation that always exists between the parties, and non-contractual - it's always a new legal duty, and tortious obligations it imposed on the offender in lieu of unfulfilled;
- 3) contractual obligations are relative and non-contractual arising from breach of absolute rights;
- 4) contractual obligations regulated as mandatory and discretionary rules, and non-contractual - especially imperative;
- 5 ) In case of non-fulfillment or improper fulfillment of contractual obligations as a possible liability in the form of damages, and in the form of payment of penalties, fines and non-contractual obligations - only in the form of damages ;
- 6) the contractual obligations on the liability of wine affects the lender as to the obligations of reparation matters only intent and gross negligence of the victim and the tortfeasor financial status - individual.

There are the following types of non-contractual obligations:

- 1) the obligation of the public promise of reward;

- 2) commitment to the commission of acts of property interests of another person without their authorization;
- 3) the obligations of salvage health and life of an individual, property, person or entity;
- 4) The liability of a threat to life, health, property or the property of an individual legal entity;
- 5) The obligation of reparation;
- 6) the obligations of the acquisition, maintenance of property without sufficient legal grounds.

In legal literature obligation of the public promise of reward from committing acts of property interests of another person without his authorization of rescue and life and health of an individual, property, person or entity referred to obligations of unilateral action. The peculiarity of such unilateral actions is that their exercise of rights by one person, and sometimes duties arise in different individuals, and thus formed the legal obligation.

With the commitment of the public promise of reward without declaring the competition has the right to publicly promise to reward ( reward ) for transferring it to the appropriate output ( transfer information, finding things, finding a natural person , etc.) ( Part 1 of Art . 1144 CC of Ukraine ).

Rights liabilities carried § 1 ch. 78 CC of Ukraine .

The promise of reward has legal value only if the following symptoms:

- 1 ) The promise of remuneration should be public , that is to be notified in the media or otherwise to the public ;
- 2 ) The promise of remuneration should have a property , eg, payment of a sum of money to provide things, travel vouchers , etc.;
- 3) by receiving compensation is an indication of the results that should be achieved to obtain compensation (transfer information, finding things, finding a natural person , etc.);
- 4 ) The promise of remuneration should enable to determine who it promised.

Consequently, the public promise of reward - is addressed to an indefinite number of persons pledge of property compensation for achieving specified results to those who reach this result.

By its legal nature of a public promise of reward is one-sided conditional transaction , which is the basis of a complex legal structure that contains the elements of the two -sided transactions - public promise of reward and response to it as the achievement of a specified result. They have a counter and must be matched with each other , but their implementation does not mean the contract. And the promise of reward is not an offer , and achieve results - not acceptance.

Subjects obligations can be both physical and legal persons. A person who promises to reward the debtor , and the one who answered on this promise - the lender.

By the terms of the notification public promise of reward legislators include:

- the content of the task;
- deadline ;
- place of execution ;
- the form and amount of compensation .

Summary task is to implement a single lawful act or an unlimited number of one type of action that can perform different individuals.

The period of the task can be set directly in the ad. If not , then the problem is considered valid for a reasonable time within the meaning of the task.

A person who publicly promised to reward the right to change the terms of challenges and rewards. And the person who undertook the task may demand compensation for damages caused to it due to changes in the job. If due to changes in the terms of remuneration of the task is no longer of interest to the person who has started his performance to changing conditions , then that person is entitled to reimbursement of expenses which it has undergone (Art. 1147 Civil Code of Ukraine ).

In the case of the assignment and transfer of its results a person who publicly promised reward ( reward ) is obliged to pay it. If the problem relates to a single action, compensation is paid to the person who performed the task first, and if the task was performed by several people at once - remuneration is shared between them.

Liabilities in connection with a public promise of reward shall be terminated in the following cases:

- 1 ) the expiration of the deadline for the transfer of results ;
- 2) transfer of results by the person who performed the first task.

A person who publicly promised compensation under Part 2 of Art . 1149 CC of Ukraine has the right to publicly announce the termination of the task (right indentation). However, such cancellation shall not infringe the interests of potential searchers . Therefore, the legislator provides for a provision allowing persons who have suffered real costs of preparation for the job is eligible for reimbursement

### **Topic 32. General provisions on reparation.**

The notion of obligation due to harm. General grounds of liability for property damage. Subjects of legal relations arising as a result of harm. Compensation for damage caused by a person in the event that he exercises the right to self-defense. Compensation of damage caused in a state of extreme necessity. Liability for harm caused jointly by several persons. Right of recourse to this person. Ways of compensation for damage to the property of the victim. Consideration of the guilt of the victims and the property status of the physical person who caused the harm. Compensation for damage by staple, which insured its liability.

The notion of liability of a legal or physical person for the damage caused by their employee. The procedure for the indemnification by a legal or physical person of the harm done by their employee.

The notion of liability for damage caused by a minor or minor. Procedure and methods of compensation for damage. The notion of liability for damage caused by an incapacitated person, a person with limited capacity or a person who did not realize the significance of his actions. The grounds and conditions of responsibility, the procedure and methods of compensation for the harm done.

### **Topic 33. Obligations of harm caused by a source of increased danger.**

With the commitment of the public promise of reward with the announcement of the contest the person (customer competition ) may announce (competition ) for the general public to determine the best of the payment of remuneration to him .

Rights liabilities carried § 2 Sec. 78 CC of Ukraine .

Commitments to public promise of reward with the announcement of the competition has the following features:

- 1) the promise of a reward for achieving a certain result founder of the competition should be public , that appeals to the general public through the media or otherwise. On this basis the competitions are divided into open ( inviting the participation of all who wish to ) and closed ( invited to attend personal members) ;
  - 2) the promised reward - bonus, which is paid to the winner of the contest for the results achieved , regardless of its rights to receive other forms of remuneration ;
  - 3) reward promised only the best effort. Therefore, the competition should
- Subjects commitment are the founders of the contest and contestants .

Founder of competition must:

- 1) to report on the conditions of competition in conjunction with the announcement of the contest or in person to anyone who was willing to participate in it ;
- 2) accept and examine the contestants work;
- 3 ) to pay compensation to the winner of the contest .

Conditions of competition can be divided into mandatory and optional . By binding the legislator include: a) the subject of the tender; b ) type of awards ( award amount ) for each prize.

The subject may be a result of competition and intellectual property, commit certain actions, performance and more. And the founder of the competition should describe the task of defining the requirements for the result of certain actions, work which he wishes to obtain.

The fee may be defined as the sum of cash, or in other tangible assets. In addition, the founder may provide in the conditions of the competition winner only provide moral encouragement. In terms of competition (optional) can be described as: a) the number of prizes; b) the deadline for the contest works or perform a certain action, etc. As for the deadline for submission of works to the contest or specified task, it must be determined with the possibility of bankruptcy actually perform the task. Moreover, the founders may determine both final and intermediate terms. However, the deadline for the contest works if performance is not an essential condition for the announcement of competition, so set aside an announcement possible.

While the competition may need to make changes to the announced tender conditions or even cancel it. Legislator gives the founder of competition such rights (Articles 1152-1153 CC of Ukraine), but subject to certain conditions. Amendments to the tender conditions may: a) just before the contest; b) this must be declared in the same order in which the competition was announced. If after changing the terms of competition involved in it shall not be of interest or is not possible, then that person is entitled to recover the founder of costs which it has undergone to prepare for the competition.

Founder of competition may waive the meeting, if the competition has become impossible in the circumstances that do not depend on it. In case of refusal of the founder of the competition on other grounds participant is entitled to reimbursement of expenses incurred in preparation for the competition.

The right to receive remuneration (bonuses) occurs only winner.

The winner is the person who has achieved the best results. The procedure for determining the winner sets the founder of the competition. And to assess the results sent to the contest may founder of the competition, both independently and specially created for this purpose, the tender committee.

As a result, the decision is made. If the decision is made by the tender committee, jury, it shall approve the founder of the competition. For example, the results of the evaluation results and intellectual property that are submitted, the founder of Competition (Competition Commission, the jury) may decide to:

- 1) award all prizes and awards (bonuses) that have been identified to the contest;
- 2) individual award prizes if they were installed a few, and awards;
- 3) refuse to award prizes if none of the work submitted, does not meet its requirements;
- 4) the award of prizes and (or) awards (bonuses) (Article 1155 Civil Code of Ukraine).

To applicants of its founder must declare in the same order in which the competition was announced. Contestants may appeal the decision to applicants on a common basis.

After determination of the winner is obliged to give him the founder of the stipulated period, provided the conditions of the competition fee (premium), and the winner has the right to require performance of his duty by the founder of Competition (Part 1 of Art. 1156 CC of Ukraine).

The results of the submitted works, except that they were the subject of the competition is to have a commodity value (or aesthetic value to the author's particular job). Therefore, the legislator regulates relations on the results of the contest in the art. 1156 CC of Ukraine. For example, if the subject of the competition was the result of intellectual and creative activity, the founder of the competition shall be entitled to further its use only with the consent of the winner. And the founder of the competition has a preferential right over other parties to conclude the contract with the winner of the contest on the use of the object of the contest.

According to Art. 1157 CC of Ukraine founder of the competition must return things submitted, their owner. At the contest, for which the founder of the competition does not return his party thing submitted, shall be void.

Founder of competition may leave in a thing submitted, only: a) with the consent of the contest participant; b) if the Bidder within one month from the date of announcement of the results did not present a claim for its return; while the participant is entitled at any time to submit a claim for the return of things submitted to the contest. In addition, the founder of the competition can take

ownership of the thing submitted, if not donated or purchased by the founder of the contest it by acquisitive prescription. With the commitment of the commission of acts of property interests of another person without his authorization, a person commits an act aimed at preventing, eliminating or reducing the risk of occurrence of property unfavorable consequences for the property interests of another person without his authorization.

Rights obligations shall chapter 79 of the CC of Ukraine.

Subjects obligation is a person who performs actions without authorization in the interests of another person, the person in whose interests committed following.

The object of the obligation is to commit acts for the benefit of another person without authorization. This concept encompassed both actual (implementation of urgent repairs, paying rent, making tax and other obligatory payments, etc.) and legal actions (commitment and enforcement of contracts and other legal acts).

The person who committed acts of property interests of another person without his authorization, must:

1) at the earliest opportunity to inform her of his actions. Moreover, if these actions will approve another person to continue to the parties, the provisions of the treaty. If the person who started the action in the property interests of another person without their authorization, is not able to report on the actions the person is obliged to take all measures that depend on it, to prevent, eliminate or reduce unfavorable effects on the property of another person. A person who commits acts of property interests of another person without their authorization, is obliged to take on all responsibilities related to the commission of the acts, including responsibilities for committed transactions (Article 1158 Civil Code of Ukraine);

2) immediately after completion of the steps is to give the person in the property interest which has been committed action report on these actions and give her all that this has been obtained (Article 1160 Civil Code of Ukraine).

The main responsibility of the person the benefit of which committed such acts is the duty refund actual costs incurred if they were justified by the circumstances under which the action was committed. She has the right to refuse refunds if the person who committed acts of property interests of another person without his authorization, at the earliest opportunity not told her about his actions.

For the obligations of salvage health and life of an individual, property of the person or entity who commits acts aimed at saving lives and health of other individual property to another person or entity, without proper authority is entitled to redress for any damage in full.

Legal regulation is made the head of the Central Committee of Ukraine 80.

Legislator distinguishes the following cases of liability:

1. Rescue of health and life of the individual;
2. Salvage a person or entity.

The grounds of the obligation of saving life and health of an individual is:

- 1) there is a real threat to the health and life of the individual; person acts as doctors, firefighters and others is not recognized
- 2) lack of authority to perform rescue lifeguard on other subjects such obligations;
- 3) focus on rescue operations of health and life of the individual;
- 4) the emergence of a lifeguard damage as a result of committing rescue action for the health and life of an individual.

According to Art. 1161 Civil Code of Ukraine, the damage caused to a person who without proper authority saved the life and health of an individual from the threat to it, the state reimbursed in full.

The grounds of the obligations of salvage natural person or legal entity (other person) are:

- 1) there is a real threat to the property of another person;
- 2) absence of a lifeguard to perform rescue authority in respect of property of another person of action;
- 3) focus on the salvage operations of another person;
- 4) The property must have substantial value, which is determined by agreement of the parties, acts of legislation, administrative regulations, etc.;

5) the emergence of a life-guard damage as a result of committing the rescue operations on the property of another person.

Legislator distinguishes between two types of damage caused as a result of the person committing an action for saving the property of another person without proper authority : a) damage caused injury, other impairment of health or death of an individual ; b) the damage to the property of an individual. If the damage caused injury, other impairment of health or death of the natural person who without proper authority rescued from the real threat of property of another person with a substantial value , it shall reimburse the state in full ( Part 1 of Art . 1162 CC of Ukraine ) .

But the damage done to the property of a person who without proper authority rescued from the real threat of property of another person with a substantial value compensates the owner ( holder ) of the property taking into account its financial position ( Part 2 of Art . 1162 CC of Ukraine ). In this case, damages are awarded : a ) taking into account the situation of the property owner ( holder ) of the property , which suffered damage; b) to the value of the property has been saved.

Legal regulation of an obligation is established by chapter 82 of the Civil Code of Ukraine and other acts. Tort liabilities, like other civil law duties, arise by the presence of casual facts which are connected with inflicting damage, i. e. a tort. As far as the tort liabilities include responsibility for the inflicted damage, conditions for tort liability coincide with tort responsibility.

Responsibility for the inflicted damage may exist only if there is reasons which are considered by the art. 1166 of the Civil Code: a) the presence of the damage; b) the wrongful behavior of an injurer; c) a causal link between the damage and the wrongful behavior of the injurer; d) a guilt. These reasons are general, because their presence is necessary for all cases of paying for the damage, unless otherwise stipulated by law. If law changes, expands or restricts the reasons required for imposing responsibility for the damage, it is called special reasons for responsibility which characterize features of certain offenses. For example, if an owner of a source of increased danger inflicts the damage, he is responsible for it regardless of presence of the guilt. (art. 1187 of the CC of Ukraine).

According to the general rule of p.1 art. 1166 of the CC the damage can be compensated: a) entirely – in other words it is compensated like a real damage, i.e. lost or defective property as a result of illegal behavior of the injurer, and also like a lost profit (in case of inflicting damage by the person, who is a subject of entrepreneurship); b) by a person who inflicted the damage.

In contradistinction from the general rule, there are cases which are considered by law:  
— liability for compensation for damage can be imposed on the person, who is not the injurer, for example, if a child inflicts the damage, parents or custodian or another person who fosters a child must pay for it. (art. 1178 of the CC of Ukraine);  
— extent of compensation can be decreased, for example, if the person who inflicted the damage is a natural person. It depends on his financial situation, except when the damage appears to be a crime; (p. 4 art. 1193 of the CC of Ukraine);  
— extent of compensation can be increased, for example, in case of the health damage or maim. (art. 1203, 1208 of the CC of Ukraine).

There is an express reference on the wrongful behavior of the injurer as an obligatory ground for tort responsibility in p. 1 art. 1166 of the CC of Ukraine.

The obligatory ground for tort responsibility can be the cause and effects relationships between the wrongful behaviour and the damage. In some cases it has complicated features, for example in case of inflicting bodily damage or another kind of health damage the natural person must establish the cause and effects relationships between illegal behavior and bodily damage, and also between bodily damage and lost of general or professional employability (art. 1195 of the CC of Ukraine).

The subjective reason for tort responsibility is the guilt. There are certain features of the guilt in civil law according to p. 2 art. 1166 of the CC of Ukraine: a) the guilt of the injurer is assumed, i.e. he must prove his innocence; unless he is considered guilty; b) amount of compensation doesn't depend whether the damage was inflicted intentionally or negligently, that takes into account only presence of the guilt, but not its form. The peculiarity of tort responsibility can be the possibility to put the obligation to compensate the inflicted regardless of the guilt of the injurer, for example, if the

damage was inflicted by a source of higher liability (art. 1187 of the CC of Ukraine). As the reasons of dismissal from tort liability the legislator considers an incident (a case), irresistible force and an intent of a victim. The case (casus) – is inflicting damage without intent or negligence, that is, if the person did not know, could not and should not have known about the possibility of adverse outcome.

Irresistible force – is an special and irreversible event which relieves from obligations the injurer on condition that he could not predict or stave off the damage.

According to p. 3 art. 1193 of the CC of Ukraine, the guilt of the victim is not considered: a) reimbursement of additional costs for the damage caused by injury or other impairment of health (caused by the need for enhanced nutrition, spa treatment, purchase of medicines, prosthetics, outside care, etc.) (p. 1, art. 1195 of the CC of Ukraine); b) the damage caused by death of the breadwinner (art. 1200 of the CC of Ukraine); c) reimbursement of funeral expenses (art. 1201 of the CC of Ukraine); d) when the victim is a minor or incompetent person.

Subjects of tort liability, like any other civil law duty, are obligor and obligee. The obligor is a person who is obliged to compensate the damage, the obligee is an aggrieved party. Juridical persons can also be the subjects of tort responsibility. There is a certain peculiarity in their participation in this kind of civil matters. They are liable for the damage committed by their employees because of their working activity (art. 1172 of the CC of Ukraine).

The liability of damage compensation can be put on the State of Ukraine, Autonomus Republic of Crimea, agency of local self-government in case of inflicting the damage by corresponding agencies or their authourity. (art. 1173, 1174, 1175, 1176 of the CC of Ukraine).

The other side of the tort liability is the aggrieved party, the person who suffers damage because of obligor's actions (failure to act). Any subjects of civil law can be the aggrieved party.

The object of tort liability is the debtor's action with full amount of compensation.

Art. 1192 of the CC of Ukraine provides the following ways of compensation for damages: 1. In kind (to return a thing of the same kind and of the same quality, repair a thing, etc.); 2. Compensation for damages. According to art. 1211 of the CC of Ukraine the victim has the right to choose what kind of compensation is appropriate for him, but the final decision depends on the court.

### **Topic 34. General provisions of inheritance law.**

The concept of inheritance and inheritance law. Types of inheritance. The time and place of opening the inheritance. Heirs and testators. Grounds and procedure for removal from the right to inheritance. The composition of the inheritance. Rights and obligations that are not part of the inheritance. Rights and obligations that are inherited.

### **Topic 35. Inheritance by law. Inheritance by will.**

The concept and essence of the queue awn inheritance by law. Change the order of obtaining the right to inheritance. The size of the share in the inheritance of the heir by law. The first turn of the heirs according to the law. The second turn of the heirs according to the law. The third turn of the heirs according to the law. The fourth line of heirs by law. The fifth line of heirs by law. Inheritance by the right of representation. The concept of the will and the right to the will. The rights of the testator at the conclusion of the covenant. Testamentary waiver. The position of the testator on the heirs of the obligation to commit acts of a property nature. The destination of the heir. Establishment of servitude by the testator. The right to an obligatory share in the inheritance. General requirements for the form of a will. Certification of testament with witnesses. Testament with the condition. The testament of the spouses. Secret testament. Hereditary contract. Invalidity of the will. The procedure for appointment of the executor of the will. Powers of the executor of the will. Control over the execution of the will.

