

Министерство сельского хозяйства Российской Федерации  
ФГБОУ ВО «Красноярский государственный аграрный университет»

**Л.Г. Гоцко, С.В. Бершадская, Л.Ю. Айснер**

## **АНГЛИЙСКИЙ ЯЗЫК ДЛЯ ЮРИСТОВ (ПРОДВИНУТЫЙ УРОВЕНЬ)**

*Рекомендовано Учебно-методическим советом федерального государственного бюджетного образовательного учреждения высшего образования «Красноярский государственный аграрный университет» для внутривузовского использования в качестве учебного пособия для студентов, обучающихся по направлению подготовки 40.03.01 «Юриспруденция»*

*Электронное издание*

Красноярск 2024

ББК 81.432.1я73

А 37

*Рецензенты:*

*В.А. Разумовская*, кандидат филологических наук,  
профессор НУЛ поведенческой экономики и развития коммуникаций  
кафедры ИЭГУиФ СФУ

*Н.В. Колесова*, кандидат филологических наук, доцент кафедры  
английского языка КГПУ им. В.П. Астафьева

*Гоцко, Л.Г.*

А 37 **Английский язык для юристов (продвинутый уровень)**  
[Электронное издание]: учебное пособие / *Л.Г. Гоцко, С.В. Бершадская, Л.Ю. Айснер*; Красноярский государственный аграрный университет. – Красноярск, 2024. – 116 с.

Цель учебного пособия – обучение студентов направления подготовки 40.03.01 «Юриспруденция» владению иностранным языком (английским) в сфере профессиональной деятельности (на продвинутом уровне). Учебное пособие состоит из 5 тем, заданий к ним, нацеленных на развитие навыков устной и письменной речи, промежуточных тестовых заданий по каждой теме, итогового тестирования по всем темам учебного пособия, заданий для самостоятельной работы и терминологического словаря. Тематика материалов соответствует учебному плану подготовки юристов и реализует принцип межпредметных связей.

Предназначено для студентов, обучающихся по направлению подготовки 40.03.01 «Юриспруденция».

ББК 81.432.1я73

## ОГЛАВЛЕНИЕ

|   |     |
|---|-----|
| ВВЕДЕНИЕ .....  | 4   |
| INTODUCTORY ACTIVITIES.....   | 5   |
| 1. THE ESSENCE OF THE CONTRACT. TYPES OF CONTRACTS .....                            | 10  |
| 2. THE ESSENCE OF THE OFFER .....   | 20  |
| 3. THE ESSENTIAL ELEMENTS OF A CONTRACT: ACCEPTANCE, CONSIDERATION, INTENTION ..... | 30  |
| 4. THE ESSENTIAL ELEMENTS OF A CONTRACT: CAPACITY, LEGALITY AND CERTAINTY .....     | 38  |
| 5. DISCHARGE OF A CONTRACT .....  | 47  |
| SUPPLEMENTARY ACTIVITIES.....   | 59  |
| ТЕРМИНОЛОГИЧЕСКИЙ СЛОВАРЬ .....   | 106 |
| ЗАКЛЮЧЕНИЕ .....  | 113 |
| ЛИТЕРАТУРА .....  | 114 |

## **ВВЕДЕНИЕ**

Учебное пособие разработано для студентов второго курса Юридического института Красноярского ГАУ, обучающихся по направлению подготовки 40.03.01 «Юриспруденция».

Целью пособия является формирование универсальной компетенции (УК-4) будущих юристов на основе работы с англоязычными источниками.

Тематика материалов на английском языке, включенная в разделы пособия, соответствует учебному плану подготовки юристов и нацелена на достижение воспитательного эффекта и формирования у студентов универсальной компетенции (УК-4): способен осуществлять деловую коммуникацию в устной и письменной формах на государственном языке Российской Федерации и иностранном(ых) языке(ах).

Учебное пособие состоит из вводного раздела, пяти основных разделов и дополнительных разделов с заданиями для самостоятельной работы и терминологического словаря, содержание которых охватывает основные аспекты профессиональной деятельности юриста.

# INTODUCTORY ACTIVITIES

## A CONTRACT CASE

**Exercise 1.** *Diana Williams is a lawyer. Today she has a new client. Diana's notes from the meeting with her new client are below. Look at the headings in the box below. Read Diana's notes and give each paragraph the correct heading.*

|                     |                   |                |                   |                  |
|---------------------|-------------------|----------------|-------------------|------------------|
| General information | What I need to do | Client deatail | Facts oft he case | New client notes |
|---------------------|-------------------|----------------|-------------------|------------------|

A \_\_\_\_\_

Name: Charlotte Hewittson

Address: Chatsworth School of English, Braeburn House, Chatsworth, CH3 2SJ

Telephone: 0771 883567 Appointment: 10 July, 2pm

B \_\_\_\_\_

Charlotte Hewittson has a language school in Chatsworth. Her school teaches English to foreign students. On the last Thursday of every month Charlotte takes her students for a day in London. They visit attractions like Madam Tussaud's and Buckingham Palace and they eat lunch in Hyde Park. Charlotte uses a local bus company to take her students to London.

The name of the bus company is Chatsworth CitiTravel. Charlotte first used this bus company six years ago. She trusts them and has a good working relationship with them. However, Charlotte never signs a contract with them. She always books the bus by phone.

C \_\_\_\_\_

On 2 June Charlotte telephoned the bus company to book the bus as usual for the last Thursday of the month. Unfortunately it was lunchtime and no one was in the office. Charlotte left a message on the answering machine to make her usual booking. The bus company secretary called Charlotte back, but Charlotte was teaching her class. The secretary left a message for Charlotte. The message was, 'We are very sorry Charlotte, but we can't give you a bus on the last Thursday of this month. We will send one on Friday instead. Call us back immediately if this is not OK. If you don't call us our driver will be there on Friday' Charlotte needed a bus for Thursday, not Fri-

day. So, she used another bus company. She forgot to call Chatsworth CitiTravel to say that Friday was no good. The bus arrived on Friday morning. Now Chatsworth CitiTravel wants the cost of hiring the bus. This is £360.

D \_\_\_\_\_

Indeed to advise Charlotte about paying CitiTravel the £360 that they are demanding from her. My advice depends on Charlotte's situation with CitiTravel. If she has a contract with them, she is obliged to pay. If there is no contract with them then there is no obligation to pay.

**Exercise 2.** Read the information in Exercise 1 again and decide if the following statements are true or false.

|  |              |
|--|--------------|
| 1. Charlotte takes her students to London every Thursday.                  | True \ False |
| 2. Charlotte's students are not English.                                   | True \ False |
| 3. Charlotte signed a contract with the bus company six years ago.         | True \ False |
| 4. Charlotte agreed to use a CitiTravel bus on Friday instead of Thursday. | True \ False |
| 5 The cost of hiring the CitiTravel bus is £360.                           | True \ False |

Before you look at the next exercise decide if Charlotte has contract with Chatsworth CitiTravel.

|     |    |       |
|-----|----|-------|
| Yes | No | Maybe |
|-----|----|-------|

**Exercise 3.** Diana Williams's opinion about Charlotte's legal problem is in Exercise 4. You will need the following words to complete the text. Match each word with the definition provided.

There is an example at the beginning (\*)

|                     |   |
|---------------------|---|
| (*) Offer means     | a proposal, the terms of which are certain. |
| A. Acceptance means | a person who makes an offer. (1)            |
| B. Offeror means    | a decision of a judge in an earlier         |

|                    |   |
|--------------------|---|
|                    | case that other judges must follow if the circumstances of the situation are the same or similar. (2) |
| C. Precedent means | that you must do something. It is necessary to do it. (3)   |
| D. Case means      | a legal agreement made between two or more parties. (4)   |
| E. Contract means  | an unconditional agreement to what is proposed by the other party. (5)                                |
| F. Obligated means | a set of arguments in a situation that might become legal or is already legal in nature. (6)          |

**Exercise 4.** *Here is what Diana thinks about Charlotte's legal problem. Complete the text using the highlighted words from Exercise 3.*

Diana's opinion

Does Charlotte have a (a) \_\_\_\_\_ with Chatsworth CitiTravel?

In some legal systems around the world the answer is 'Yes' and in some it is 'No'. Many lawyers will say it is difficult to reach a definite conclusion. According to English law, Charlotte probably does not have a contract with the bus company. Because she has no contract with the bus company she is not (b) \_\_\_\_\_ to pay the £360. What are my grounds for concluding that Charlotte has probably not made a contract with CitiTravel? Because there is a (c) \_\_\_\_\_ in English law that says (d) \_\_\_\_\_ of an (e) \_\_\_\_\_ cannot be made by silence. Acceptance must be actively communicated to the (f) \_\_\_\_\_. In this (g) \_\_\_\_\_ Charlotte did not accept the bus company's offer.

Therefore there is no contract. It is a general principle of English and American contract law that all of the necessary elements must be present to make a contract. An element is a fundamental part of something. This is true of all contracts, both written and unwritten.

**Exercise 5.** *Read the story below and decide if you think the two people concerned, Charles and Maria, have a contract. In the space provided, write why you think this situation is contractual / non-contractual. Think about the elements of a contract in your country.*

Maria is Charles's girlfriend. The relationship started eight months ago. Charles asks Maria if she would like to go to Italy with him for a skiing holiday. Maria agrees. Charles pays for the holiday on his credit card. The cost is £2500 in total. However, a week before the holiday Maria meets Will. She calls Charles and explains that she is now Will's girlfriend and she doesn't want the holiday. Charles is very angry. He demands £1250 from Maria and says she has to pay. She says she thinks the holiday was a present from him. Charles says the holiday was not a present because Maria has a great job and makes more money than him.

Do they have a contract? Why/Why not?

My reasons:

---

---

---

---

---

---

---

---

---

---

**Exercise 6.** *The following exercise is about a dispute. This dispute is about a breach of contract. Read the facts and decide if the statements that follow are true or false.*

### **GOING TO COURT**

John Oliver is the owner of a car business called Oliver's Auto. John Oliver sells second-hand (used) cars in Chatsworth. Many of the cars that John Oliver sells previously belonged to a taxi company. Two months ago, John Oliver sold a car to a woman named Susan Hicks. Susan Hicks paid for the car by cheque. The cost was £1000. The car was not a good one. It stopped working twice in the first week that Susan bought it. Susan was angry and went to John Oliver's office. Susan asked John Oliver to give her a different car. He refused. Susan telephoned her bank and cancelled the cheque. John Oliver did not receive any money. The car is at Susan's house. The car will not start. Susan telephoned John Oliver last week and said he can collect his broken car any time he wants to. John Oliver refused. He de-



cided to sue Susan Hicks for breach of contract on the grounds that she did not pay him.

Yesterday Susan received a claim from Chatsworth County Court, which is the local civil court. John Oliver is claiming £1000 from her for the car, plus a court fee of £60. His total claim is £1060.

|   |              |
|---|--------------|
| 1. John Oliver owns a taxi business in Chatsworth.                                  | True \ False |
| 2. Susan Hicks did not pay in cash for the car she bought from John Oliver.         | True \ False |
| 3. Susan Hicks telephoned John Oliver to ask him for a different car.               | True \ False |
| 4. John Oliver collected the car from Susan's house last week.                      | True \ False |
| 5. John Oliver is not claiming any interest on the £1000 he says Susan owes to him. | True \ False |

## **Text 1. THE ESSENCE OF THE CONTRACT. TYPES OF CONTRACTS**

**Exercise 1.** *Read the text and translate it into Russian using the terminology below.*

**Contract law** is a body of rules governing the formation, performance, and enforcement of contracts. Its main purpose is to protect the reasonable hopes of individuals, businesses, and governments that contracts will be binding on and enforceable by the parties.

A **contract** is a spoken or written legally binding agreement between two or more parties that is enforceable. However, for a contract to be legally binding, it must have all the essential elements. A legal contract creates obligations and provides rights for the parties to a contract. Legal contracts can be written, verbal, or a mix of the two. While they are all legally binding, oral agreements are harder to enforce in case of a dispute. It may not be possible to resolve the rights and obligations of each party.

### **Types of Contracts**

Today, contracts come in all shapes and forms. Tenancy agreements, employment, and purchase contracts are the most common ones. In some jurisdictions, certain special types of contracts must be in writing or they are not valid (e.g. the sale of land). Contracts may be divided into:

1. Contracts by deed which are formal legal documents signed, witnessed and delivered to effect a transfer of property or to create a legal obligation or contract.

2. Simple contracts, which are informal contracts and may be made in any way – in writing, orally or they may be implied from conduct.

### **3. Bilateral versus Unilateral Contracts**

A unilateral contract involves one party making a promise to do something or provide an item of value. The party offering agrees to fulfill the contract when the other party performs the necessary action under the terms. A great example of a unilateral contract is when someone offers a reward for finding a lost person, animal, or item.

On the other hand, a bilateral contract involves two parties agreeing to exchange an item of value or service. Unlike in a unilateral contract, both parties must fulfill their end of the deal. This is why it is sometimes known as a two-sided contract. Bilateral contracts are the most common in business dealings.

### **4. Executory versus Executed Contracts**

An executory contract is one where both parties still have outstanding obligations. It also applies to agreements where there are continuing obligations on both sides. A lease agreement is a prime example of an executory contract. The tenant continues paying rent while the landlord continues providing shelter and amenities.

An executed contract is one where both parties have fulfilled their obligations. In other words, they have done everything they promised to do. A buyer paying for an item and walking away with it is an example of such a contract.

#### 5. Void vs. Voidable Contracts

Void and voidable contracts may sound similar but mean two different things. A void contract is not legally binding. In short, it is not enforceable in court. It is equivalent to not having a contract at all.

In contrast, a voidable contract is legally binding and fully enforceable. However, either party can opt out of it under certain circumstances. The reasons for voiding may include fraud, dishonesty, or legal disability. Should that happen, the contract is treated like it never existed.

#### 6. Express vs. Implied Contracts

An express contract spells out all the terms of the agreement. Each party knows its rights and obligations before agreeing to it. The terms of the contract can either be written or verbal. A standard warranty is an example of an express contract. An implied contract is where the terms of the agreement are implied based on actions, circumstances, or facts that indicate intent to form a contract. Although implied contracts are legally enforceable, they may be voided if it was not clear for either party.

## ESSENTIAL VOCABULARY

**Exercise 2.** *These are important words and phrases that you should memorize and get ready to use them when doing exercises that follow.*

|    |                                     |  |
|----|-------------------------------------|--|
| 1. | contract formation                  | заключение договора  |
| 2. | contract performance                | исполнение, выполнение договора  |
| 3. | contract enforcement                | обеспечение соблюдения договора; принудительное исполнение договора; правоприменение |
| 4. | legally binding contract/ agreement | юридически обязательный договор  |
| 5. | obligation = promise                | обязательство  |

|     |                                      |  |
|-----|--------------------------------------|--|
| 6.  | outstanding obligation               | неисполненное обязательство  |
| 7.  | written contract                     | письменный договор   |
| 8.  | verbal or oral contract              | устный договор   |
| 9.  | purchase contract                    | договор купли-продажи  |
| 10. | terms of the agreement               | условия договора   |
| 11. | tenancy agreement or lease agreement | договор аренды   |
| 12. | tenant/landlord                      | (квартиро)съемщик/ арендодатель  |
| 13. | the sale of land contract            | договор продажи земли  |
| 14. | contract by deed                     | договор за печатью   |
| 15. | simple contract or informal contract | простой договор, договор не в форме документа за печатью,  |
| 16. | bilateral or two-sided contract      | двусторонне обязывающий договор  |
| 17. | unilateral contract                  | односторонний договор  |
| 18. | executory contract                   | исполняемый договор (подлежащий исполнению в будущем)  |
| 19. | executed contract                    | исполненный договор  |
| 20. | fraud                                | обман; мошенничество   |
| 21. | dishonesty                           | бесчестное поведение, обман  |
| 22. | legal disability                     | недееспособность;<br>неправоспособность  |
| 23. | a party to a contract                | сторона в договоре   |
| 24. | in case of a dispute                 | в случае спора   |
| 25. | a standard warranty                  | стандартная гарантия   |
| 26. | enforceable contract                 | договор, имеющий исковую силу; могущий быть принудительно осуществлённым в судебном порядке                              |
| 27. | unenforceable contract               | не могущий быть принудительно осуществлённым в исковом порядке   |
| 28. | void contract                        | ничтожный, недействительный договор (признанный таковым судом и не имеющий юридической силы)                             |
| 29. | voidable contract                    | оспоримый договор (который может быть признан судом недействительным по иску любой из сторон в силу определенных причин) |
| 30. | express contract                     | сформулированный договор (четко  |

|     |                                   |  |
|-----|-----------------------------------|--|
|     |                                   | фиксирующий обязанности и намерения сторон)  |
| 31. | implied contract                  | подразумеваемый договор (признается законом на основании поведения и намерений сторон) |
| 32. | valid / validity                  | действительный / действительность, законность  |
| 33. | to resolve                        | решать, определять   |
| 34. | to execute = to perform = fulfill | исполнить (обязательство, договор)   |
| 35. | to create obligations             | создавать обязательства  |
| 36. | to make a promise                 | обещать; обязываться   |
| 37. | to provide rights                 | предоставлять права  |
| 38. | to breach = to violate a contract | нарушать договор   |
| 39. | to enforce                        | осуществлять, приводить в исполнение   |
| 40. | to imply                          | подразумевать  |
| 41. | to enter into a contract          | заключить договор  |
| 42. | to make a contract                | заключить договор  |
| 43. | to exchange                       | обменяться   |
| 44. | to sign                           | подписывать (документ)   |
| 45. | to witness                        | быть свидетелем при оформлении документа, заверять (документ)                          |

**Exercise 3.** Match the words to form collocations as they appear in exercise 1. Make your own sentences using these collocations:

|     |             |    |                                       |
|-----|-------------|----|---------------------------------------|
| 1.  | to conclude | a. | obligations                           |
| 2.  | to exchange | b. | property                              |
| 3.  | to offer    | c. | their end of the deal                 |
| 4.  | to enforce  | d. | fraud, dishonesty or legal disability |
| 5.  | to witness  | e. | a promise                             |
| 6.  | to create   | f. | a reward                              |
| 7.  | to provide  | g. | from conduct                          |
| 8.  | transfer of | h. | binding                               |
| 9.  | to include  | i. | an item of value or service           |
| 10. | to fulfil   | j. | circumstances                         |

|     |               |    |                      |
|-----|---------------|----|----------------------|
| 11. | to imply      | k. | in case of a dispute |
| 12. | to make       | l. | an agreement         |
| 13. | contracts by  | m. | enforceable          |
| 14. | legally       | n. | a document           |
| 15. | under certain | o. | deed                 |
| 16. | fully         | p. | rights               |

**Exercise 4.** Complete the sentences below using information from the text “THE ESSENCE OF THE CONTRACT. TYPES OF CONTRACTS”.

1. Contract law is \_\_\_\_\_ and enforcement of contracts.

2. A contract is a \_\_\_\_\_ agreement between two or more parties that is \_\_\_\_\_.

3. A legal contract creates \_\_\_\_\_ and provides \_\_\_\_\_ for each of the parties involved.

4. Contracts by deed which are formal legal documents \_\_\_\_\_ to effect \_\_\_\_\_ or to create \_\_\_\_\_.

5. Simple contracts, which are \_\_\_\_\_ contracts and may be made in any way – in writing, orally or they may be \_\_\_\_\_.

6. A unilateral contract involves \_\_\_\_\_ to do something or provide \_\_\_\_\_.

7. On the other hand, a bilateral contract involves \_\_\_\_\_ an item of value or \_\_\_\_\_.

8. A void contract is \_\_\_\_\_.

9. In contrast, a voidable contract is \_\_\_\_\_ and fully enforceable.

10. Each party knows its \_\_\_\_\_ and \_\_\_\_\_ before agreeing to it.

**Exercise 5.** Agree or disagree to the following statements, using speech patterns a) or b)

|                    |  |
|--------------------|--|
| Speech pattern a): | I fully agree with the statement that ...              |
| Speech pattern b): | I am afraid, I can't agree with the statement that ... |

**Example:** | *I fully agree with the statement that ... 0. Today, contracts come in all shapes and forms.*

0. *Today, contracts come in all shapes and forms.*

1. Contract law is a body of rules governing the formation, performance, and enforcement of contracts.

2. A contract is a spoken or written legally binding agreement between two or more parties that is unenforceable.

3. A legal contract does not create obligations and provides rights for each of the parties involved.

4. Simple contracts also known as informal contracts may be made in any way – in writing, orally or they may be implied from conduct.

5. Unlike in a unilateral contract, both parties to a bilateral contract must not fulfill their end of the deal.

6. A great example of a unilateral contract is when someone offers a reward for finding a lost person, animal, or item.

7. An executory contract is one where both parties still have outstanding obligations.

8. Under an executed contract both parties have not fulfilled their obligations.

9. In an express contract the terms of the contract can either be written or verbal.

10. An implied contract is where the terms of the agreement are expressed straightforward.

**Exercise 6.** *Translate the following statements from Russian into English.*

1. Договорное право – это совокупность норм, регулирующих заключение, исполнение и обеспечение соблюдения договоров.

2. Договор – это устное или письменное юридически обязывающее соглашение между двумя или более сторонами, которое подлежит исполнению.

3. Договоры можно разделить на: договоры за печатью, которые являются формальными юридическими документами; и простые договоры, которые являются неформальными договорами и могут быть заключены в письменной, устной форме или могут вытекать из поведения.

4. Односторонний договор предполагает, что одна сторона обещает что-то сделать или предоставить предмет, имеющий ценность.

5. Двусторонний договор предполагает, что две стороны договариваются об обмене какими-либо ценностями или услугами.

6. Исполняемый договор – это договор, по которому у обеих сторон остаются невыполненные обязательства.

7. Исполненный договор – это договор, по которому обе стороны выполнили свои обязательства.

8. Недействительный договор не является юридически обязывающим и не подлежит исполнению в суде. Напротив, оспоримый договор является юридически обязывающим и полностью подлежащим исполнению.

9. В сформулированном договоре прописываются все условия соглашения. Каждая сторона знает свои права и обязанности до того, как согласится на его заключение.

10. В подразумеваемом договоре условия соглашения подразумеваются на основании действий, обстоятельств или фактов, свидетельствующих о намерении заключить договор.

**Exercise 7.** *Answer the following questions:*

1. What is contract law?
2. What is a contract?
3. What does a legal contract create and provide for each of the parties involved?
4. What types of contracts can you name?
5. What is the essence of a unilateral contract?
6. What is the essence of a bilateral contract?
7. What is the difference between an executory and an executed contract? Give examples.
8. What is the difference between a void and a voidable contract? Give examples.
9. What is the difference between an express and an implied contract? Give examples.
10. When may the implied contracts be voided? Give examples.

**Exercise 8.** *Brief text 1 using the following plan:*

1. The key idea of the text is ... (Основная тема текста –это....)



2. At the beginning, the author points out that ... (В начале автор отмечает, что ...)

3. Then the author goes on to the problem of.... (Затем автор переходит к вопросу о ...)

4. The final part states that... (В заключительной части говорится, что ...)

5. In my opinion... (По моему мнению....: (оценка материала или проблемы изложенной в тексте))

**Exercise 9.** *Brief the text below in English highlighting the key points.*

## **ПОНЯТИЕ И ВИДЫ ДОГОВОРОВ В ГРАЖДАНСКОМ ПРАВЕ РФ**

Договор – это соглашение двух или нескольких лиц, направленное на установление, изменение или прекращение гражданских прав и обязанностей. Его содержанием являются установленные субъективные права и обязанности.

### ***Признаки договора:***

- создает, изменяет и прекращает гражданские права и обязанности;
- как правило, носит добровольный характер и предполагает свободу участников;
- является разновидностью сделки;
- позволяет сторонам регулировать имущественные отношения;
- регулирует гражданский оборот.

### ***Виды договора:***

*В зависимости от количества сторон:*

- Двухсторонний – участвуют два субъекта, применяется встречность прав.
- Многосторонний – много участников, отсутствует встречность (простое товарищество, учредительный).

*По наличию взаимного предоставления:*

- Возмездный – одна из сторон получает плату или встречное предоставление за исполнение своих обязанностей (например, договор купли-продажи).
- Безвозмездный – не предполагает платы (например, дарение).

Договор считается возмездным, если законом не установлено иное.

*По основаниям вступления в договорные отношения:*

- Свободный – заключается по решению сторон.
- Обязательный – от него нельзя уклониться (страхование от несчастных случаев при перевозке пассажиров).

*По объекту:*

- Вещный – главным предметом выступает вещь.
- Обязательственный – предметом выступают действия или бездействие.

*По моменту заключения:*

- Реальный – считается заключенным с момента передачи имущества (займ).
- Консенсуальный – считается заключенным с момента достижения сторонами согласия по всем существенным условиям (аренда).

*По форме сделки:*

- Устный (дарение до трех тысяч рублей).
- Письменный (купля-продажа товаров).
- Нотариально заверенный.
- С регистрацией (договор аренды недвижимости).

*По правовому статусу участников:*

- Между физическими лицами.
- Между юридическими.
- Между юридическим и физическим.

## **Промежуточное тестирование 1** **“THE ESSENCE OF THE CONTRACT. TYPES OF CONTRACTS”**

**Задание.** Составьте высказывания (1-4), определив правильный порядок слов.

*Например: everyone, apply, laws, to. → 0. Laws apply to everyone.*

1. parties / both / contracts / employment / signed.
2. legally / contract / a / void / binding / is / not.
3. in court / a / is / void / contract / enforceable?
4. What / know / each party / agreeing to / before / an express contract / does?

**Задание.** Прочитайте текст и определите какие из приведенных ниже высказываний (5-9) являются верными, а какие противоречат информации текста.

Contract law is an area of law that makes and enforces legally binding agreements, called contracts. Agreements and contracts are a common part of daily life for most people. When you engage in certain business transactions, particularly those with price tags over \$500, you'll often sign a contract with the company outlining the terms and conditions of the arrangement. A contract outlines the terms of an agreement in clear language. Agreements, meanwhile, are even more common. Anytime you and another person embark on a mutually beneficial project, you've made an agreement.

5. Contract law is a body of law that governs, enforces, and interprets agreements related to an exchange of goods, services, properties, or money.

6. According to contract law, an agreement made between two or more people, in which there is a promise to do something in return for a gain or advantage, is not legally binding.

7. In nearly all business transactions, contracts are made.

8. To interpret a contract, a court does not look at the clear language of the contract.

9. Anyone who conducts business uses contract law.

**Задание.** Прочитайте высказывание (10) и выберите правильный вариант пропущенного термина.

10. Persons who order dinner at a restaurant have an ... contract to pay for the meal that they order.

- a) unilateral;
- b) unvoidable;
- c) express;
- d) implied.

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка                |
|-------------------------------|-----------------------|
| 10                            | 5 (отлично)           |
| 9 – 8                         | 4 (хорошо)            |
| 7 – 6                         | 3 (удовлетворительно) |

## **Text 2. THE ESSENCE OF THE OFFER**

**Exercise 10.** *Read the text and translate it into Russian using the terminology below.*

For an agreement to be enforceable, it must have all the essential elements of a contract. The elements of a binding English contract are from the common law. They can be different from the elements of a contract in other countries. The elements of an English contract are: offer, acceptance, consideration, intention.

### **Offer**

The offer is one of the first components of a contract. A contract will always start with a party making an offer to another party. The offer to contract is the proposal made by one person or company to another showing the intention of entering into a valid contract.

Essentially, when a person or company makes an offer to another person, they are demonstrating their willingness to enter into a contract and be bound by the terms and conditions they outline in their offer. The person or legal entity making the offer is generally called the 'offeror'. To enter into a bilateral contract the offeror makes an offer to perform certain obligations in exchange for the other party, the offeree, to perform certain obligations in return. So, the party that makes the offer is known as the 'offeror' while the receiving party is the offeree. A contract begins when the offeree accepts an offer.

It is important to distinguish an offeror from and offeree from a legal perspective as: the offeror is the one who initiates the contracting process and defines the terms of a potential contract. While the offeree is the one who accepts the offer and transforms the offer into a legally binding contract.

It is essential for an offer to be clear as to its purpose so that there is no ambiguity of the parties' obligation if the offer is accepted. There are a few legal concepts related to an offer listed below:

### **Invitation to treat**

An invitation to treat is when someone invites another to make an offer. Advertisements are not offers but an invitation to treat. Generally speaking, the person advertising is not obliged to sell if a person accepts the advertisement. For example, a person listing his or her car for sale online does not make an offer, he makes an offer to treat. He only invites people interested in his car to make him an offer to buy. When he makes

an invitation to treat, someone can make him an offer to buy but he does not have any obligation to accept the offer. On the other hand, if you make an offer to someone and the other party accepts, you are legally bound in a contract.

### **Counter-offer**

A counter-offer is when a person who receives an offer rejects this offer, changes the offer terms and makes an offer to the original offeror. In accordance with the law, the original offeror is freed from his or her offer; the original offeree becomes the new offeror. With a counter-offer, the original offeror becoming the offeree now can accept the counter-offer or reject it.

For example, a person makes an offer to purchase a house for \$300,000, the offeree rejects the offer and makes a counter-offer at \$325,000. Now the original offeror becomes the offeree and can accept to purchase the house for \$325,000.

### **Offer expiration**

The offeror can make an offer that is limited in time. In other words, an offeror can make a proposal giving the offeree a specific amount of time to accept, if not, the offer will expire or lapse.

For example, in real property, a buyer of a property can make an offer to purchase the owner's property for \$250,000 if the owner accepts the offer within the next 24 hours. If the owner does not accept the offer within this timeline, the offer will lapse and will no longer produce legal effects even if accepted by the owner.

### **Revocation of offer**

The offeror can revoke his or her offer as long as the offeree has not yet accepted it. For example, a person looking to purchase a home puts an offer on a property to buy it for \$250,000 and gives the property owner 72 hours to accept the offer. However, if the buyer changes his or her mind and revokes the offer (takes the offer back) before the property owner had the chance to accept the offer, then the offer will be taken off the table. On the flip side, if the property owner has already accepted the offer, the buyer can no longer revoke the offer anymore as a contract is legally formed.

## **ESSENTIAL VOCABULARY**

**Exercise 11.** *These are important words and phrases that you should memorize and get ready to use them when doing exercises that follow.*

|     |   |   |
|-----|---|---|
| 1.  | essential elements of a contract = essentials | основные, существенные элементы /условия договора                 |
| 2.  | a legally formed contract                     | юридически оформленный договор                                    |
| 3.  | legal entity = legal personality              | юридическое лицо  |
| 4.  | offer   | оферта (предложение)  |
| 5.  | proposal                                      | предложение   |
| 6.  | expiration of the offer                       | истечение срока действия оферты (предложения)                     |
| 7.  | revocation of the offer                       | отзыв оферты (предложения)  |
| 8.  | offer limited in time                         | оферта (предложение), ограниченное во времени                     |
| 9.  | offeror                                       | оферент; лицо, делающее предложение                               |
| 10. | original offeror                              | первоначальный оферент  |
| 11. | offeree                                       | адресат оферты (лицо, которому направляется оферта (предложение)) |
| 12. | original offeree                              | первоначальный адресат оферты                                     |
| 13. | receiving party                               | принимающая сторона   |
| 14. | counter-offer                                 | встречная оферта (предложение)                                    |
| 15. | acceptance                                    | акцепт, принятие, согласие, акцептование                          |
| 16. | consideration                                 | встречное удовлетворение компенсация; вознаграждение; возмещение  |
| 17. | intention                                     | намерение   |
| 18. | bound by the terms and conditions             | связанный положениями и условиями                                 |
| 19. | in exchange for                               | в обмен на  |
| 20. | in return                                     | взамен  |
| 21. | ambiguity                                     | неопределённость, неясность; двусмысленность                      |
| 22. | invitation to treat                           | предложение делать оферты, вступить в деловые отношения           |
| 23. | legally bound in a contract                   | юридически связанный договором                                    |
| 24. | to make an offer                              | сделать предложение   |
| 25. | to make an offer to purchase                  | сделать предложение о покупке                                     |

|     |  |  |
|-----|--|--|
|     | chase  |  |
| 26. | to receive an offer                          | получить предложение                                     |
| 27. | to reject an offer                           | отклонить предложение                                    |
| 28. | to revoke the offer = to take the offer back | отозвать предложение                                     |
| 29. | to accept an offer                           | принимать, соглашаться, акцептовать оферту (предложение) |
| 30. | to enter into a bilateral contract           | заключить двусторонний договор                           |
| 31. | to demonstrate willingness                   | продемонстрировать готовность                            |
| 32. | to perform certain obligations in return     | выполнять определенные обязательства взамен              |
| 33. | to initiate the contracting process          | инициировать процесс заключения договора                 |
| 34. | to define the terms of a potential contract  | определить условия потенциального договора               |
| 35. | to list a car for sale online                | выставить автомобиль на продажу онлайн                   |
| 36. | to change the offer terms                    | изменить условия предложения                             |
| 37. | to change mind                               | передумать   |
| 38. | to expire or to lapse                        | истекать или истечь (о сроке)                            |
| 39. | to negotiate the terms                       | вести переговоры; договариваться об условиях             |

**Exercise 12.** Match the English terms to their Russian meanings:

|    |                                    |    |  |
|----|------------------------------------|----|--|
| 1. | to make an offer                   | a. | встречная оферта (предложение)             |
| 2. | offeror                            | b. | продемонстрировать готовность              |
| 3. | to receive an offer                | c. | выставить автомобиль на продажу онлайн     |
| 4. | to reject an offer                 | d. | отозвать предложение                       |
| 5. | offeree                            | e. | сделать предложение                        |
| 6. | to accept an offer                 | f. | получить предложение                       |
| 7. | to enter into a bilateral contract | g. | определить условия потенциального договора |
| 8. | to demonstrate willingness         | h. | основные, существенные эле-                |

|     |   |    |   |
|-----|---|----|---|
|     |   |    | менты /условия договора   |
| 9.  | to perform certain obligations in return    | i. | оферент; лицо, делающее предложение                               |
| 10. | counter-offer                               | j. | отклонить предложение   |
| 11. | to define the terms of a potential contract | k. | адресат оферты (лицо, которому направляется оферта (предложение)) |
| 12. | to list a car for sale online               | l. | юридически связанный договором                                    |
| 13. | to change the offer terms                   | m. | принимать (предложение); соглашаться, акцептовать                 |
| 14. | essential elements of a contract            | n. | выполнять определенные обязательства взамен                       |
| 15. | to revoke an offer                          | o. | изменить условия предложения                                      |
| 16. | legally bound in a contract                 | p. | заключить двусторонний договор                                    |

**Exercise 13.** Complete the sentences below using information from the text “THE ESSENCE OF THE OFFER”.

1. The offeror is the one who \_\_\_\_\_ and terms of a potential contract.
2. The elements of an English contract are: \_\_\_\_\_.
3. The offer to contract is \_\_\_\_\_ showing the intention of entering into a valid contract.
4. Essentially, when a person or company makes an offer to another person, they are demonstrating \_\_\_\_\_ and \_\_\_\_\_ they have outlined in their offer.
5. So, the party that makes the offer is known as the \_\_\_\_\_ while the receiving party is the \_\_\_\_\_.
6. An invitation to treat is when someone \_\_\_\_\_.
7. A counter-offer is when a person who receives \_\_\_\_\_, changes \_\_\_\_\_ and \_\_\_\_\_ to the original offeror.
8. In other words, an offeror can make a proposal \_\_\_\_\_, if not; the offer will expire or lapse.



9. The offeror \_\_\_\_\_ his or her offer as long as the offeree has not yet \_\_\_\_\_.

10. However, if the buyer changes his or her mind and \_\_\_\_\_ before the property owner had the chance to accept the offer, then the offer will be taken off the table.

**Exercise 14.** *Agree or disagree to the following statements, using speech patterns a) or b)*

|                           |  |
|---------------------------|--|
| <b>Speech pattern a):</b> | <b>I fully agree with the statement that ...</b>   |
| <b>Speech pattern b):</b> | <b>I am afraid, I can't agree with the statement that ...</b>  |
| <i>Example:</i>           | <i>I fully agree with the statement that ... 0. For an agreement to be enforceable, it must have all the essential elements of a contract.</i> |

*0. For an agreement to be enforceable, it must have all the essential elements of a contract.*

1. The elements of an English contract are: offer, advertisement, acceptance, consideration, intention.

2. The offer to contract is the proposal made by one person or company to another showing the intention of entering into a valid contract.

3. The person or legal entity making the offer is generally called the 'offeror'.

4. A contract begins when the offeree makes an offer.

5. The offeree is the one who accepts the offer and transforms the offer into a legally binding contract.

6. Advertisements are offers but not an invitation to treat.

7. If you make an offer to someone and the other party accepts, you are legally bound in a contract.

8. A counter-offer is when a person who receives an offer rejects this offer, changes the offer terms and makes an offer to the original offeror.

9. If the owner does not accept the offer within the timeline, the offer will lapse and will no longer produce legal effects even if accepted by the owner.

10. The offeror can revoke his or her offer as long as the offeree has accepted it.

**Exercise 15.** *Translate the following sentences from Russian into English.*

1. Элементами английского договора являются: оферта, акцепт, встречное удовлетворение, намерение.

2. Оферта заключить договор – это предложение, сделанное одним лицом или компанией другому, свидетельствующее о намерении заключить действительный договор.

3. Физическое или юридическое лицо, делающее предложение, обычно называется «оферентом».

4. Для заключения двустороннего договора оферент делает предложение выполнить определенные обязательства в обмен на то, чтобы другая сторона, адресат оферты, выполнила определенные обязательства взамен.

5. Таким образом, сторона, которая делает предложение, известна как «оферент», а принимающая сторона является адресатом оферты. Контракт вступает в силу, когда адресат принимает оферту.

6. Важно, чтобы оферта была ясной в отношении своей цели, чтобы не возникало двусмысленности в отношении обязательства сторон, если оферта будет принята.

7. Предложение делать оферты, вступать в деловые отношения – это когда один приглашает другого сделать предложение (оферту).

8. Например, человек, выставляющий свой автомобиль на продажу в Интернете, не делает предложение, он предлагает рассмотреть свое предложение. Он только приглашает людей, заинтересованных в его машине, сделать ему предложение о покупке.

9. Встречное предложение – это когда лицо, получившее предложение, отклоняет это предложение, изменяет условия предложения и делает предложение первоначальному оференту.

10. Оферент может отозвать свое предложение, если адресат еще не принял его.

**Exercise 16.** *Answer the following questions:*

1. What are the elements of a binding contract?
2. What is the offer to contract?
3. What does a person or company demonstrate when they make an offer to another person?
4. Who is generally called the ‘offeror’ and who is the ‘offeree’?
5. What is the essence of an offer made by the offeror when entering into a bilateral contract?

6. What is essential for an offer and its purpose in terms of the parties' obligation?
7. What is an invitation to treat? Is an advertisement an offer?
8. What is a counter-offer?
9. What will happen if the offeree does not accept the offer within a specific amount of time?
10. Can the offeror revoke his or her offer as long as the offeree has not yet accepted it? What are the terms?

**Exercise 17.** *Brief the text in English using the following plan:*

1. The key idea of the text is ... (Основная тема текста –это....)
2. At the beginning, the author points out that ... (В начале автор отмечает, что ...)
3. Then the author goes on to the problem of.... (Затем автор переходит к вопросу о ...)
4. The final part states that... (В заключительной части говорится, что ...)
5. In my opinion... (По моему мнению.....: (оценка материала или проблемы изложенной в тексте))

**Exercise 18.** *Brief the text below in English highlighting the key points.*

### **ОФЕРТА**

Оферта – это предложение о заключении сделки, в котором изложены существенные условия договора, адресованное определённо-му лицу, ограниченному или неограниченному кругу лиц. Если получатель (адресат оферты) принимает оферту (выражает согласие, акцептует её), это означает заключение между сторонами предложенного договора на оговорённых в оферте условиях. Оферта может быть письменной или устной. Она может быть публичной, направленной неопределённому кругу лиц и непубличной – когда она направляется конкретному лицу или группе определенных лиц (сообществу).

Согласно пункту 1 статьи 435 Гражданского кодекса РФ, офертой признаётся адресованное одному или нескольким конкретным лицам предложение, которое достаточно определённо и выражает намерение лица, сделавшего предложение, считать себя заключившим договор с адресатом, которым будет принято предложение.

Оферта должна содержать все существенные условия договора, а также, желательно, иные необходимые для наиболее полного информирования контрагента условия договора.

Российское договорное право выделяет следующие виды оферты:

- твердая оферта – это предложение конкретному лицу, которое можно принять или отказать;
- безотзывная оферта – это оферта, которая не может быть отозвана в течение установленного для ее акцепта срока;
- свободная оферта – это оферта, которая рассылается массово и не требует обязательного заключения договора от оферента;
- публичная оферта – это публичное рекламное предложение широкому кругу лиц.

Согласно статьям 440, 441 Гражданского кодекса РФ договор считается заключённым после того, как лицо, направившее оферту, получает согласие (акцепт). Статья 158 Гражданского кодекса РФ допускает, что согласие на сделку может следовать из поступков стороны, направленных на реализацию сделки (конклюдентные действия), даже если не было явных заявлений о воле принять условия оферты. Например, факт посадки в общественный транспорт свидетельствует о желании ехать и приемлемости описанных условий оказания транспортных услуг (маршрут, цена), что автоматически обязывает пассажира оплатить проезд.

## **Промежуточное тестирование 2 “THE ESSENCE OF THE OFFER”**

**Задание.** Составьте высказывания (1-4), определив правильный порядок слов.

*Например: everyone, apply, laws, to. → 0. Laws apply to everyone.*

1. with one another \ the willingness of \ manifest \ offers \ to enter \ the parties \ into a contract.

2. does not \ null and void \ the requirements, \ the agreement \ a contract \ if \ meet \ is considered.

3. of \ businesses \ the legal effect \ courts \ expect \ documents \ do \ to understand?

4. a \ is\ contract \ legal \ what?

**Задание.** Прочитайте текст и определите какие из приведенных ниже высказываний (5-10) являются верными, а какие противоречат информации текста.

### **OFFER ACCEPTANCE**

The next step towards forming a contract is the offer acceptance, which is when the party to whom the offer of goods or services was extended agrees to it and to the terms included. Usually, an offer is only accepted when the terms are not changed, but sometimes that rule changes depending on the type of contract being offered.

Whether the offer is for goods or service will determine if the terms of the offer may be changed upon acceptance. Acceptance must be made clear to both parties involved in the contract, and not only expressed to a third party. In some cases, the offer acceptance may be communicated between two authorized persons on behalf of the involved parties.

If anyone who is unauthorized tries to accept an offer in the place of one of the involved parties, the acceptance will not be valid. Offers accepted via mail are exceptions to this rule and the act of sending a written form of offer acceptance makes it valid. Silence does not equal acceptance of an offer. If there is no response, the offer is considered unaccepted.

Any change to the terms of the offer is called a counteroffer. Counteroffers themselves do not constitute acceptance. A new offer has virtually been formed, so the process restarts. In this case, the party who made the original offer now needs to decide whether or not to accept this new offer. When a counteroffer is made, the original offer is considered rejected and the rejecting party cannot later decide to accept the original offer.

5. The offer to contract is an expression of willingness to contract on a specified set of terms.

6. The offer acceptance is essentially a proposal made with the intention that, if not accepted by the person to whom it is addressed (the offeree), the person making the offer (the offeror) intends to be contractually bound by it.

7. Acceptance must be only expressed to a third party.

8. The 'postal rule' only applies if it is reasonable to use the post, for example, if the offer itself was made by post.

9. An offeror is permitted to stipulate that silence amounts to acceptance.

10. A counteroffer is a return offer made by one who has accepted an offer.

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка                |
|-------------------------------|-----------------------|
| 10                            | 5 (отлично)           |
| 9 – 8                         | 4 (хорошо)            |
| 7 – 6                         | 3 (удовлетворительно) |

### Text 3. THE ESSENTIAL ELEMENTS OF A CONTRACT: ACCEPTANCE, CONSIDERATION, INTENTION

**Exercise 19.** *Read the text and translate it into Russian using the terminology below.*

#### Acceptance

The acceptance of the offer is when the offeree accepts the offer made by the offeror. When the offeree accepts the offer, from a legal point of view, the contract is formed. The acceptance is when we say that there is a ‘meeting of the minds’ or ‘mutual assent’. A contract cannot legally exist without the offeree accepting the terms of the offer.

There are three elements to a proper acceptance:

1. The offeree must be made aware of the offer;
2. The offeree communicates his or her intention to accept the offer;
3. The offeree confirms his or her acceptance of the offer.

When you have a meeting of the minds or mutual consent, you have a valid contract.

#### Consideration

Consideration is an important element for a contract to be valid and enforceable. Consideration is the reason why the parties enter into the contract. All simple contracts, whether written or oral, need consideration to support them. In essence, consideration is what one party promises to give to, or promises to do for the other party. For a contract to be valid, both parties must exchange something of value to provide consideration. In most cases, it is the exchange of money for goods or services. However,

consideration must not always be monetary. Moreover, it must not be physically or legally impossible.

A promise of a gift or of a free service does not usually create a contractual situation in accordance with English law. This is because one of the parties has not provided consideration. A lawyer describes this by saying that consideration must be mutual. It must travel in both directions. If consideration is a good thing for a party and is positive in nature, we say that he or she gains a benefit. So, consideration is usually one of the following things: a promise to do something, a promise not to do something in the future (sometimes called forbearance) goods, services, money.

### **Intention**

Intention to create legal relations is another necessary element in contract formation, meaning that parties must intend to create a legally binding agreement. When two or more parties enter into a contract, it is important that the intentions of all parties are clear and before signing the contract they have a proper understanding of their respective rights and obligations due to clearly defining terms of the agreement. If the intentions of the parties are not clear, there is a risk that the contract may not be enforceable or that one party may breach the contract. This can lead to costly litigation and damages.

## **ESSENTIAL VOCABULARY**

**Exercise 20.** *These are important words and phrases that you should memorize and get ready to use them when doing exercises that follow.*

|    |   |                                    |
|----|---|------------------------------------|
| 1. | meeting of the minds = mutual assent    | взаимное согласие                  |
| 2. | intention                               | намерение, стремление, цель        |
| 3. | reason                                  | причина                            |
| 4. | in essence                              | по сути                            |
| 5. | exchange of money for goods or services | обмен денег на товары или услуги   |
| 6. | litigation                              | судебный спор, процесс             |
| 7. | monetary                                | денежный                           |
| 8. | forbearance                             | воздержание (от каких-л. действий) |
| 9. | promise of a gift, free ser-            | обещание подарка, бесплатного      |

|     |  |   |
|-----|--|---|
|     | vice   | обслуживания                                  |
| 10. | a proper understanding                         | правильное понимание                          |
| 11. | due to clearly defining terms of the agreement | благодаря четко прописанным условиям договора |
| 12. | to be made aware of                            | быть в курсе                                  |
| 13. | to create a contractual situation              | создать договорную ситуацию                   |
| 14. | to promise to give, to promise to do           | обещать дать, обещать сделать                 |
| 15. | to exchange something of value                 | обменяться чеи-либо ценным                    |
| 16. | to provide consideration                       | обеспечить встречное удовлетворение           |
| 17. | to gain a benefit                              | получить выгоду                               |
| 18. | to communicate an intention                    | сообщить о намерении                          |
| 19. | to confirm acceptance                          | подтвердить принятие                          |
| 20. | to breach the contract                         | нарушать контракт                             |

**Exercise 21.** Match the words to form collocations as they appear in exercise 19. Make your own sentences using these collocations:

|     |                         |    |                         |
|-----|-------------------------|----|-------------------------|
| 1.  | to provide              | a. | an intention            |
| 2.  | exchange of money       | b. | the minds               |
| 3.  | promise of a            | c. | understanding           |
| 4.  | due to clearly defining | d. | of value                |
| 5.  | to confirm              | e. | a contractual situation |
| 6.  | to be made              | f. | assent                  |
| 7.  | to communicate          | g. | acceptance              |
| 8.  | meeting of              | h. | obligations             |
| 9.  | a proper                | i. | the contract            |
| 10. | to exchange something   | j. | terms of the agreement  |
| 11. | the terms of            | k. | a benefit               |
| 12. | mutual                  | l. | for goods or services   |
| 13. | to create               | m. | gift                    |
| 14. | respective rights and   | n. | aware of                |
| 15. | gain                    | o. | the offer               |
| 16. | before signing          | p. | consideration           |



**Exercise 22.** Complete the sentences below using information from the text “THE ESSENTIAL ELEMENTS OF A CONTRACT: ACCEPTANCE, CONSIDERATION, INTENTION”.

1. The acceptance of the offer is when \_\_\_\_\_ made by the offeror.
2. A contract cannot legally exist without \_\_\_\_\_ the terms of the offer.
3. When you have \_\_\_\_\_, you have a valid contract.
4. The offeree \_\_\_\_\_ to accept the offer.
5. The offeree \_\_\_\_\_ his or her acceptance of the offer.
6. In essence, consideration is \_\_\_\_\_ for the other party.
7. For a contract to be valid, both parties \_\_\_\_\_ to provide consideration.
8. A promise of a gift or of free service \_\_\_\_\_ in accordance with English law.
9. Intention to create legal relations is another necessary element in contract formation, meaning \_\_\_\_\_.
10. When two or more parties enter into a contract, it is important that the intentions of all parties \_\_\_\_\_ and before signing the contract they have \_\_\_\_\_ due to clearly defining terms of the agreement.

**Exercise 23.** Agree or disagree to the following statements, using speech patterns a) or b)

|                           |   |
|---------------------------|---|
| <b>Speech pattern a):</b> | <b>I fully agree with the statement that ...</b>  |
| <b>Speech pattern b):</b> | <b>I am afraid, I can't agree with the statement that ...</b>   |
| <b>Example:</b>           | <i>I fully agree with the statement that ... 0. Consideration is an important element for a contract to be valid and enforceable.</i> |

*0. Consideration is an important element for a contract to be valid and enforceable.*

1. The acceptance of the offer is when the offeror accepts the offer made by the offeree.

2. When the offeree accepts the offer, from a legal point of view, the contract is formed.

3. A contract can legally exist without the offeree accepting the terms of the offer.

4. There are five elements to a proper acceptance.

5. All simple contracts, whether written or oral, need consideration to support them.

6. A promise of a gift or of a free service usually creates a contractual situation in accordance with English law.

7. For a contract to be valid, both parties must exchange something of value to provide consideration.

8. Consideration must not be mutual. It must not travel in both directions.

9. Intention to create legal relations is another necessary element in contract formation, meaning that parties must not intend to create a legally binding agreement.

10. If the intentions of the parties are not clear, there is a risk that the contract may not be enforceable and it can lead to costly litigation and damages.

**Exercise 24.** *Translate the following sentences from Russian into English.*

1. Акцепт оферты – это когда адресат оферты принимает предложение, сделанное оферентом.

2. Акцепт – это когда имеет место быть «встреча умов» или «взаимное согласие».

3. Адресат оферты должен быть уведомлен об оферте.

4. Адресат оферты сообщает о своем намерении принять оферту.

5. Адресат оферты подтверждает свое согласие с офертой.

6. Встречное удовлетворение является важным элементом для того, чтобы договор был действительным и имел юридическую силу.

7. По сути, встречное удовлетворение – это то, что одна сторона обещает дать или обещает сделать для другой стороны.

8. Обещание подарка или бесплатной услуги обычно не создает договорной ситуации в соответствии с английским законодательством.

9. В большинстве случаев это обмен денег на товары или услуги.

10. Если намерения сторон неясны, существует риск того, что договор не будет иметь исковой силы, что может привести к дорогостоящим судебным разбирательствам и возмещению убытков.

**Exercise 25.** *Answer the following questions:*

1. What is the acceptance of the offer? Give the definition.
2. When is from a legal point of view, the contract formed?
3. When a contract can legally exist?
4. Name the three elements to a proper acceptance.
5. What is consideration in essence?
6. What must both parties do for a contract to be valid?
7. Must consideration always be monetary? Give a full answer.
8. Does a promise of a gift or of a free service usually create a contractual situation in accordance with English law? Give a full answer.
9. What is an intention to create legal relations?
10. What can lead to costly litigation and damages?

**Exercise 26.** *Brief text 3 using the following plan:*

1. The key idea of the text is ... (Основная тема текста –это....)
2. At the beginning, the author points out that ... (В начале автор отмечает, что ...)
3. Then the author goes on to the problem of.... (Затем автор переходит к вопросу о ...)
4. The final part states that... (В заключительной части говорится, что ...)
5. In my opinion... (По моему мнению.....: (оценка материала или проблемы изложенной в тексте))

**Exercise 27.** *Brief the text below in English highlighting the key points.*

### **АКЦЕПТ**

По российскому законодательству (Пункт 1 статьи 438 Гражданского кодекса РФ от 30.11.1994 № 51-ФЗ) Акцептом признается ответ лица, которому адресована оферта, о ее принятии. Акцепт должен быть полным и безоговорочным (принятие предложения на иных условиях признаётся новой офертой).

Установлены также две законодательные презумпции:

- не является акцептом молчание в ответ на направление оферты, если иное не вытекает из закона или прежних деловых отношений сторон.

- считается акцептом совершение адресатом оферты, в установленный для акцепта срок, действий по выполнению указанных в ней условий договора (отгрузка товаров, предоставление услуг, выполнение работ, уплата соответствующей суммы и т. п.), если иное не предусмотрено законом, иными правовыми актами или не указано в оферте.

Закон предусматривает 4 вида акцепта, выраженного в следующей форме:

- письменный ответ;
- совершение конклюдентных действий, то есть действий по выполнению условий договора, указанных в предложении;
- фактические действия покупателя по оплате товара (в случае с публичной офертой);
- иные действия, совершаемые потребителем, по конкретному договору, например, покупка билета на самолет.

Сроки и действия, которые должен совершить покупатель, чтобы акцептировать договор, устанавливает продавец.

Согласно гражданскому законодательству РФ, оферта вступает в силу в тот момент, когда происходит ее акцептирование. Если продавец хочет получить акцепт договора от потребителя в строго установленные сроки, это условие необходимо прописать в предложении к заключению договора.

### **Промежуточное тестирование 3** **“THE ESSENTIAL ELEMENTS OF A CONTRACT: ACCEPTANCE, CONSIDERATION, INTENTION”**

**Задание.** Составьте высказывания (1-4), определив правильный порядок слов.

Например: everyone, apply, laws, to. → 0. Laws apply to everyone.

1. between \ contractual \ a contract \ the relationship \ is \ two or more \ parties to \ relationship.

2. then \ a breach \ there wasn't \ if \ a contract, \ it \ impossible \ to have been \ is.

3. in return for \ one party \ if \ receive anything \ the contract \ of value \ what \ are giving, \ is \ not valid \ does not \ they.

4. you \ can \ the value of \ consideration \ determine \ in a contract \ how?

**Задание.** Завершите высказывания (5-10).

5. Also known as mutual assent, a \_\_\_\_\_ requires the two parties entering into a contract to discuss their responsibilities and then agree to those basic duties.

6. An \_\_\_\_\_ is an expression of willingness to contract on certain terms, made with the intention that it will become binding as soon as it is accepted.

7. An \_\_\_\_\_ is an unequivocal assent to the terms of an offer.

8. \_\_\_\_\_ is what each party to a contract gives up in order to receive something under the contract – usually money or some other form of property.

9. The fourth element, \_\_\_\_\_, indicates that the contracting parties intend for their agreement to be legally enforceable.

10. \_\_\_\_\_ is a formal process during which legal disputes are resolved.

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка                |
|-------------------------------|-----------------------|
| 10                            | 5 (отлично)           |
| 9 – 8                         | 4 (хорошо)            |
| 7 – 6                         | 3 (удовлетворительно) |

## **Text 4. THE ESSENTIAL ELEMENTS OF A CONTRACT: CAPACITY, LEGALITY AND CERTAINTY**

**Exercise 28.** *Read the text and translate it into Russian using the terminology below.*

In certain jurisdictions a contract is valid and legally binding if three essential elements are present as well. They are: capacity, legality and certainty.

### **Capacity**

Capacity is one of the essential elements of a contract. The parties to a contract must have the legal ability to enter into the agreement. This means that they must be of legal age (in many jurisdictions the age of majority is 18) and sound mind, and they must not be under any legal disability that would prevent them from understanding the terms of the contract.

**Mental capacity.** A person having a mental incapacity or mental illness will not have the legal capacity to enter into a contract. This is evident as the person may not have the ability to properly assess the benefits and risks associated to the contract. For example, if a person is insane and, in the hospital, even if he or she signs a proper contract with all the essential elements observed under contract law, the contract will not be legally enforceable as the person did not have the mental capacity to sign the contract.

**Minors.** Contracts with minors will not be enforceable in law. A minor child does not have the legal capacity to enter into a contract. Generally, the child's guardian or tutor will need to act on behalf of the child. In each jurisdiction, the law may allow a minor to enter into a contract in limited situations.

**Intoxicated people.** Technically speaking, a person under the influence of drugs or alcohol does not have the mental capacity to enter into a contract. What happens if a person was voluntarily intoxicated and enters into a contract? Can that agreement be cancelled or voided? It may not be possible. The courts must balance the enforceability of contracts on the one hand and protect individuals against abuse on the other hand. When a person is insane due to an illness, the courts will have less hesitation in voiding the contract. However, if a person was voluntarily intoxicated, the courts may confirm the contract as valid so that people take responsibility and accountability for their actions.

## Legality

The contract can be valid and legally enforceable when its purpose is lawful. In other words, the subject-matter of the contract must be for a legal purpose. For example, if you are selling your automobile, that purpose is perfectly legal. However, if you enter into a contract to sell illegal drugs or imported illegal products into the country, the purpose of the contract is not legal. Certain contracts may also be unenforceable because they are immoral and against public policy. For example, contracts for sexual services may be unenforceable or even illegal contracts in certain jurisdictions.

## Certainty (written document)

The written document can be considered as the sixth element of a legally binding contract. Fundamentally, contracts can be verbal or in writing. The written instrument is normally not an essential element of a contract. However, the written document can be outlined as an essential element for two reasons. The first reason is that for some type of contract the law imposes the written instrument. For example, the sale of a house requires a written instrument. You cannot sell your house based on a verbal agreement.

The second reason is that in business, most companies will transact with one another on the basis of a written contract. It is a good practice to enter into a contract when you have complex or long-term obligations. Having a written contract is also crucial for being able to make the evidence of the contract in court should there be a breach of contract.

## ESSENTIAL VOCABULARY

**Exercise 29.** *These are important words and phrases that you should memorize and get ready to use them when doing exercises that follow.*

|    |                            |                                     |
|----|----------------------------|-------------------------------------|
| 1. | capacity                   | правоспособность;<br>дееспособность |
| 2. | legality                   | законность,                         |
| 3. | legal ability              | дееспособность                      |
| 4. | legal age                  | совершеннолетие                     |
| 5. | certainty                  | несомненный факт                    |
| 6. | sound mind                 | здравомыслящий                      |
| 7. | under any legal disability | при наличии какой-либо юриди-       |

|     |   |   |
|-----|---|---|
|     |   | ческой недееспособности   |
| 8.  | mental capacity                               | умственные способности, дееспособность  |
| 9.  | mental incapacity or mental illness           | умственная отсталость или психическое заболевание                                 |
| 10. | minors  | несовершеннолетние  |
| 11. | the child's guardian or tutor                 | опекун или воспитатель ребенка  |
| 12. | intoxicated people                            | люди, находящиеся в состоянии (наркотической) интоксикации; в состоянии опьянения |
| 13. | under the influence of drugs or alcohol       | под воздействием наркотиков или алкоголя  |
| 14. | voluntarily intoxicated                       | добровольно в состоянии алкогольного опьянения                                    |
| 15. | subject-matter of the contract                | предмет договора  |
| 16. | legal purpose                                 | правовая цель   |
| 17. | immoral and against public policy             | аморальный и против государственной политики                                      |
| 18. | contracts for sexual services                 | контракты на сексуальные услуги   |
| 19. | written instrument                            | письменный документ   |
| 20. | to prevent from understanding                 | мешает понять   |
| 21. | to properly assess the benefits and risks     | правильно оценить преимущества и риски  |
| 22. | to sign the contract                          | подписать контракт  |
| 23. | to act on behalf of the child                 | действовать от имени ребенка  |
| 24. | to cancel an agreement                        | расторгнуть соглашение  |
| 25. | to protect individuals against abuse          | защищать людей от злоупотреблений   |
| 26. | to take responsibility for the actions        | брать на себя ответственность за действия   |
| 27. | to sell illegal drugs                         | продавать нелегальные наркотики   |
| 28. | to make the evidence of the contract in court | засвидетельствовать договор в суде  |

**Exercise 30.** Match the words to form collocations as they appear in exercise 28. Make your own sentences using these collocations:



|     |                        |    |                   |
|-----|------------------------|----|-------------------|
| 1.  | mental incapacity or   | a. | for the actions   |
| 2.  | immoral and against    | b. | understanding     |
| 3.  | to act on behalf of    | c. | obligations       |
| 4.  | the subject-matter of  | d. | mind              |
| 5.  | under the influence of | e. | guardian or tutor |
| 6.  | to protect individuals | f. | age               |
| 7.  | written                | g. | drugs or alcohol  |
| 8.  | to take responsibility | h. | legal disability  |
| 9.  | sound                  | i. | an agreement      |
| 10. | to sell                | j. | the contract      |
| 11. | under any              | k. | against abuse     |
| 12. | legal                  | l. | public policy     |
| 13. | the child's            | m. | the child         |
| 14. | to cancel              | n. | instrument        |
| 15. | complex                | o. | illegal drugs     |
| 16. | to prevent from        | p. | mental illness    |

**Exercise 31.** Complete the sentences below using information from the text *“THE ESSENTIAL ELEMENTS OF A CONTRACT: CAPACITY, LEGALITY AND CERTAINTY”*.

1. The parties to a contract must have the \_\_\_\_\_ to enter into the agreement. This means that they must be of \_\_\_\_\_ (in many jurisdictions the age of majority is 18) and \_\_\_\_\_.

2. A person having a \_\_\_\_\_ or \_\_\_\_\_ will not have \_\_\_\_\_ to enter into a contract.

3. This is evident as the person may not have the ability \_\_\_\_\_ associated to the contract.

4. A \_\_\_\_\_ does not have the legal capacity to enter into a contract.

5. In each jurisdiction, the law may allow a minor to enter into a contract in \_\_\_\_\_.

6. Technically speaking, a person under \_\_\_\_\_ does not have the \_\_\_\_\_ to enter into a contract.

7. The contract can be valid and legally enforceable when its purpose is \_\_\_\_\_.

8. Certain contracts may also be unenforceable because they are \_\_\_\_\_.

9. It is a good practice to enter into a contract when you have \_\_\_\_\_.

10. For example, the sale of a house requires a \_\_\_\_\_.  
You cannot sell your house based on a \_\_\_\_\_.

**Exercise 32.** *Agree or disagree to the following statements, using speech patterns a) or b)*

|                           |   |
|---------------------------|---|
| <b>Speech pattern a):</b> | <b>I fully agree with the statement that ...</b>  |
| <b>Speech pattern b):</b> | <b>I am afraid, I can't agree with the statement that ...</b>   |
| <i>Example:</i>           | <i>I fully agree with the statement that ... 0. In certain jurisdictions a contract is valid and legally binding if six essential elements are present.</i> |

0. *In certain jurisdictions a contract is valid and legally binding if six essential elements are present.*

1. The parties to a contract must not have the legal ability to enter into the agreement.

2. The parties to a contract must be of legal age (in many jurisdictions the age of majority is 18) and sound mind.

3. A person having a mental incapacity or mental illness will have the legal capacity to enter into a contract.

4. Generally, the child's guardian or tutor will need to act on behalf of the child.

5. When a person is insane due to an illness, the courts will have less hesitation in voiding the contract.

6. If a person was voluntarily intoxicated, the courts may confirm the contract as invalid.

7. If a person enters into a contract to sell illegal drugs or important illegal products into the country, the purpose of the contract is legal.

8. Certain contracts may also be unenforceable because they are immoral and against public policy.

9. The written document can be considered as the sixth element of a legally binding contract.

10. It is a good practice to enter into a contract when you have complex or long-term obligations.

**Exercise 33.** *Translate the following sentences from Russian into English.*

1. В некоторых юрисдикциях договор является действительным и юридически обязывающим, если присутствуют три основных элемента.

2. Стороны договора должны иметь правоспособность заключить договор.

3. Стороны договора должны быть совершеннолетними (во многих юрисдикциях возраст совершеннолетия составляет 18 лет) и в здравом уме.

4. Лицо, страдающее умственной отсталостью или психическим заболеванием, не будет иметь дееспособности для заключения договора.

5. Это очевидно, поскольку человек может не иметь возможности должным образом оценить выгоды и риски, связанные с договором.

6. Договор не будет иметь юридической силы, поскольку лицо не обладало умственными способностями для его подписания.

7. Контракты с несовершеннолетними не подлежат исполнению по закону.

8. С технической точки зрения, человек, находящийся под воздействием наркотиков или алкоголя, не обладает умственными способностями для заключения договора.

9. Однако если человек добровольно находился в состоянии алкогольного опьянения, суды могут признать договор действительным, чтобы люди несли ответственность и отвечали за свои действия.

10. Письменный договор является важным доказательством в суде в случае нарушения договора.

**Exercise 34.** *Answer the following questions:*

1. What are three essential elements for a valid and legally binding contract in certain jurisdictions?

2. How can you define such an essential element as capacity?

3. What is mental capacity and will the contract be enforceable if it is signed by an insane person?

4. Are the contracts with minors enforceable in law? Give your arguments to support the answer.

5. Is there anyone to act on behalf of the child in accordance with the law?

6. Are there any situations when the law may allow a minor to enter into a contract?

7. May a person under the influence of drugs or alcohol enter into a contract? Give your arguments to support the answer.

8. What happens if a person was voluntarily intoxicated and entered into a contract?

9. Can you name the situations when the purpose of the contract is not legal?

10 What are the two reasons for a contract to be written?

**Exercise 35.** *Brief text 4 in English using the following plan:*

1. The key idea of the text is ... (Основная тема текста – это....)

2. At the beginning, the author points out that ... (В начале автор отмечает, что ...)

3. Then the author goes on to the problem of.... (Затем автор переходит к вопросу о ...)

4. The final part states that... (В заключительной части говорится, что ...)

5. In my opinion... (По моему мнению....: (оценка материала или проблемы изложенной в тексте))

**Exercise 36.** *Brief the text below in English highlighting the key points.*

## ЭЛЕМЕНТЫ ДОГОВОРА

*Элементы договора* – это структурные составляющие договора, отражающие его сущность и правовую природу. Элементами любого договора являются: стороны договора, предмет, форма, срок, цена, содержание договора и существенные условия договора.

*Сторонами договора* являются любые субъекты гражданского права (граждане, юридические лица, публично-правовые образования), обладающие право- и дееспособностью.

*Предмет договора* – это материальные и нематериальные блага, а также работы и услуги. Предмет всегда является существенным условием договора.

*Форма договора* определяется в соответствии с общими правилами о сделках (ст.ст. 158-165 ГК), если законом не установлена определённая форма для определённого вида договора, который всегда заключается в письменной форме. Наличие *срока* в договоре зависит от вида договора (срочный или бессрочный), а также от условий договора. Однако, в ряде случаев, предусмотренных законом, срок является существенным условием договора и должен быть обязательно согласован сторонами (поставка, строительный подряд и др.).

*Цена в договоре* также зависит от вида договора (возмездный или безвозмездный), за исключением случаев, когда цена выступает существенным условием договора (розничная купля-продажа, продажа недвижимости и др.). В некоторых случаях цены в договоре устанавливаются государством (ж/д перевозка пассажиров).

*Под содержанием договора как правоотношения* понимаются права и обязанности сторон, которые зависят от вида и сущности отдельного договора, и, как правило, определяются законом.

*Под содержание договора как сделки* понимается совокупность условий, на которых он заключается.

Среди договорных условий выделяют следующие виды условий:

1. *существенные условия* – это необходимые и достаточные для заключения договора условия, при отсутствии которых договор считается незаключённым (п. 1 ст. 432 ГК);
2. *обычные условия* – это условия, предусмотренные для отдельных видов договоров нормативными актами (например, условие о порядке определения цены в возмездном договоре п. 3 ст. 424 ГК).
3. *случайные условия* – это условия, которые изменяют или дополняют обычные условия. Они включаются в договор по усмотрению сторон (ст. 424 ГК).

#### **Промежуточное тестирование 4** **“THE ESSENTIAL ELEMENTS OF A CONTRACT: CAPACITY, LEGALITY AND CERTAINTY”**

**Задание.** *Завершите высказывания (1-5).*

1. To enter into a legally binding contract, a person must have the \_\_\_\_\_ or capacity to enter into a contract.
2. If people are of \_\_\_\_\_, they can enter into legally binding agreements and are tried as adults if they commit a crime.

3. Heading a document with “ \_\_\_\_\_ ” can help prevent a party being bound by draft terms until the final terms are agreed. It’s used to indicate that the parties are still negotiating, but haven’t yet reached agreement and don’t intend to be bound until an agreement is signed and dated.

4. \_\_\_\_\_ can occur when a vulnerable person is persuaded to enter into a financial contract, theft or exploited concerning material possessions to which that individual has not consented to or understood fully.

5. \_\_\_\_\_ is a \_\_\_\_\_ when it disrupts performance and negatively influences a person’s day-to-day activities.

**Задание.** Прочитайте текст и определите какие из приведенных ниже высказываний (6-10) являются верными, а какие противоречат информации текста.

## **WHAT IT MEANS TO SIGN A CONTRACT**

There are important some things to know when signing a contract.

When you add your signature to the dotted line, you agree to the terms and to uphold your end of the bargain. Not all contracts require a signature.

In some instances, a verbal contract can be legally binding. However, if you want to protect your rights as much as possible, it’s a good idea to put it in writing.

If you make an agreement that contains all the elements of a contract – such as an offer, intention, consideration, and acceptance – and both parties are competent to do so, you typically don’t need a written contract for sums under \$500. In this case, a signature isn’t required.

Still, most experts agree that it’s all too easy for parties to forget specific details of their agreement or disagree about the meaning, so again, it’s better to get it in writing. Land sale contracts are required to be in writing.

Per the Uniform Commercial Code, when a contract involves an amount higher than \$500 in exchange for goods, it has to be in writing. This section is commonly known as the statute of frauds.

Your informal writing – for example, a memo scribbled on a napkin which includes all required elements, plus signatures – may satisfy the statute of frauds. These types of signatures are unlikely to meet the requirements for real estate forms, however.

The smartest way you can handle contracts is to create a well-crafted document. Signing one online is a good idea because that way, each party

has a legal copy and understands its responsibilities. You'll probably feel more confident signing a contract if your attorney drafts it for you or you draft it yourself and are intimately familiar with its language and terms.

6. Not all contracts require adding your signature to the dotted line.

7. If you want to enter into contractual relationship, it is worth to protect your rights as much as possible, for example by signing a contract.

8. All verbal contracts for sums under \$500 are legally binding.

9. Land sale contracts, when they involve an amount higher than \$500, are required to be in writing.

10. The smartest way if you want to make an agreement that contains all the elements of a contract is to consult with a lawyer.

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка                |
|-------------------------------|-----------------------|
| 10                            | 5 (отлично)           |
| 9 – 8                         | 4 (хорошо)            |
| 7 – 6                         | 3 (удовлетворительно) |

### Text 5. DISCHARGE OF A CONTRACT

**Exercise 37.** *Read the text and translate it into Russian using the terminology below.*

Discharge of a contract means termination of the contractual relations between the parties to a contract when the rights and obligations of the parties under the contract come to an end. There are several modes of the discharge of a contract:

1. Discharge by Performance is when the parties to the contract perform their promises in accordance with the terms of the contract.

2. Discharge by Mutual Agreement is where parties to the contract mutually agreed to terminate the contract.

3. Discharge by Operation of Law occurs in case of full performance, expiration statute of limitations, lack of legal element, bankruptcy, alteration of the contract.

4. Discharge by Frustration occurs where, due to circumstances the terms of the contract become impossible to perform, namely when the sub-

ject matter of the contract is destroyed; a party to the contract dies or is incapacitated; there are unforeseen circumstances; state intervention; a natural disaster; declaration of war; a terrorist attack.

5. Discharge by Lapse of Time occurs when the contract is not performed within a specified period, called period of limitation. There are different periods for different contracts, e.g. period of limitation to recover a debt is 3 years, and to recover real property is 12 years.

6. Discharge by Breach of Contract occurs when a contracting party fails to perform its contractual obligations, or the performance is defective. The consequences may be that the non-breaching party terminates the contract and goes to court for legal remedies. The remedies for breach of contract can vary widely depending on the breach and the terms of the contract. Some of the most common remedies include:

a) Compensatory Damages are the most common remedy used to compensate the injured party for any financial loss. The amount of compensatory damages is typically calculated based on the actual loss of the injured party, such as lost profits.

b) Punitive Damages are intended to punish the breaching party for their actions. These damages are usually awarded in cases where the breach was intentional. The aim of punitive damages is not to compensate the injured party for their losses, but deter future breaches.

c) Liquidated Damages are included in a contract to compensate for a potential breach of the contract. This means that the party or parties who are injured by such a breach will be compensated for their injury.

d) Specific Performance may be a proper remedy in situations where monetary damages would not be adequate to compensate the injured party. This remedy requires the breaching party to fulfill their obligations under the contract, such as delivering goods or completing services as agreed upon in the contract.

e) Injunction is a remedy that can prevent the breaching party from taking certain actions that can violate the terms of the contract, such as disclosing confidential information to a third party or competing with the other party in violation of a non-compete clause.

f) Rescission may be a proper remedy if the breach of contract is so essential that the parties cannot fulfill their obligations. Rescission cancels the contract and restores the parties to their original position before the contract was signed. This remedy is often used in situations where the contract was made based on fraud or misrepresentation.



## ESSENTIAL VOCABULARY

**Exercise 38.** *These are important words and phrases that you should memorize and get ready to use them when doing exercises that follow.*

|     |  |   |
|-----|--|---|
| 1.  | discharge of a contract                                      | исполнение договора; прекращение обязательств по договору   |
| 2.  | termination of the contractual relations                     | прекращение договорных отношений  |
| 3.  | the rights and obligations of the parties under the contract | права и обязанности сторон по договору  |
| 4.  | discharge by performance                                     | расторжение договора путем исполнения   |
| 5.  | discharge of a contract by mutual agreement                  | расторжение договора по взаимному соглашению  |
| 6.  | discharge of a contract by operation of law                  | расторжение договора в силу закона  |
| 7.  | full performance of a contract                               | полное выполнение договора  |
| 8.  | minors   | несовершеннолетние  |
| 9.  | lack of legal element  | отсутствие юридического элемента  |
| 10. | bankruptcy   | банкротство   |
| 11. | alteration of the contract                                   | изменение договора  |
| 12. | discharge of a contract by frustration                       | расторжение договора вследствие последующей невозможности исполнения, (фрустрации (утраты договором своего смысла)) |
| 13. | namely = i.e. = that is                                      | а именно, то есть   |
| 14. | incapacitated  | нетрудоспособный  |
| 15. | unforeseen circumstances                                     | непредвиденные обстоятельства   |
| 16. | state intervention   | государственное вмешательство   |
| 17. | natural disaster   | природная катастрофа  |
| 18. | declaration of war   | объявление войны  |
| 19. | terrorist attack   | террористический акт  |
| 20. | discharge of a contract by lapse of time                     | расторжение договора по истечении срока   |
| 21. | period of limitation   | срок исковой давности   |

|     |   |  |
|-----|---|--|
| 22. | discharge of a contract by breach of contract | расторжение договора в связи с нарушением договора |
| 23. | non-breaching party = injured party           | сторона, не нарушающая обязательства               |
| 24. | breaching party                               | сторона, нарушившая обязательства                  |
| 25. | legal remedies                                | средства правовой защиты                           |
| 26. | (proper) remedy                               | (надлежащее) средство защиты                       |
| 27. | compensatory damages                          | компенсационные убытки                             |
| 28. | financial loss                                | финансовые убытки                                  |
| 29. | lost profits                                  | упущенная выгода                                   |
| 30. | punitive damages                              | штрафные санкции                                   |
| 31. | liquidated damages                            | заранее оцененные убытки                           |
| 32. | specific performance                          | исполнение в натуре, реальное исполнение           |
| 33. | injunction                                    | судебный запрет                                    |
| 34. | non-compete clause                            | положение о неконкуренции                          |
| 35. | rescission                                    | расторжение, прекращение                           |
| 36. | fraud or misrepresentation                    | мошенничество или введение в заблуждение           |
| 37. | to occur = to happen                          | иметь место, случаться; происходить                |
| 38. | to perform promises                           | выполнять обещания / обязательства                 |
| 39. | to destroy                                    | уничтожить, лишить юридической силы                |
| 40. | to die  | умирать  |
| 41. | to recover a debt                             | взыскать долг                                      |
| 42. | to recover real property                      | обратить взыскание на недвижимое имущество         |
| 43. | to compete with the other party               | конкурировать с другой стороной                    |

**Exercise 39.** Match the words to form collocations as they appear in exercise 37. Make your own sentences using these collocations:

|    |               |    |                           |
|----|---------------|----|---------------------------|
| 1. | punitive      | a. | agreement                 |
| 2. | non-breaching | b. | the contractual relations |

|     |                     |    |               |
|-----|---------------------|----|---------------|
| 3.  | lost                | c. | war           |
| 4.  | financial           | d. | performance   |
| 5.  | to recover a        | e. | legal element |
| 6.  | discharge by        | f. | loss          |
| 7.  | natural             | g. | damages       |
| 8.  | discharge by mutual | h. | the contract  |
| 9.  | declaration of      | i. | profits       |
| 10. | termination of      | j. | party         |
| 11. | lack of             | k. | debt          |
| 12. | specific            | l. | circumstances |
| 13. | period of           | m. | promises      |
| 14. | unforeseen          | n. | disaster      |
| 15. | alteration of       | o. | limitation    |
| 16. | to perform          | p. | lapse of time |

**Exercise 40.** Complete the sentences below using information from the text “DISCHARGE OF A CONTRACT”.

1. Discharge of a contract means \_\_\_\_\_ between the parties to a contract when \_\_\_\_\_ under the contract come to an end.

2. \_\_\_\_\_ is when the parties to the contract perform their promises in accordance with the terms of the contract.

3. Discharge by Operation of Law occurs in case of full performance, expiration statute of limitations, \_\_\_\_\_ of the contract.

4. Discharge by Frustration occurs where, \_\_\_\_\_, namely when the subject matter of the contract is destroyed; a party to the contract dies or is incapacitated; there are \_\_\_\_\_.

5. Discharge by Breach of Contract occurs when a contracting party \_\_\_\_\_, or the performance is \_\_\_\_\_.

6. The amount of compensatory damages is typically calculated based on \_\_\_\_\_, such as lost profits.

7. Punitive Damages are intended \_\_\_\_\_. These damages are usually awarded in cases where the breach was \_\_\_\_\_.

8. Specific Performance may be a proper remedy in situations where \_\_\_\_\_ to compensate the injured party.

9. \_\_\_\_\_ a remedy that can prevent the breaching party from taking certain actions that can violate the terms of the contract, such as disclosing confidential information to a third party or competing with the other party in violation of a non-compete clause.

10. Rescission cancels the contract and restores the parties \_\_\_\_\_. This remedy is often used in situations where the contract was made based on \_\_\_\_\_.

**Exercise 41.** *Agree or disagree to the following statements, using speech patterns a) or b)*

|                           |   |
|---------------------------|---|
| <b>Speech pattern a):</b> | <b>I fully agree with the statement that ...</b>  |
| <b>Speech pattern b):</b> | <b>I am afraid, I can't agree with the statement that ...</b>   |
| <i>Example:</i>           | <i>I fully agree with the statement that ... 0. There are several modes of the discharge of a contract.</i> |

*0. There are several modes of the discharge of a contract.*

1. Discharge by Performance is when the parties to the contract fail to perform their promises in accordance with the terms of the contract.

2. Discharge by Operation of Law occurs in case of full performance, Expiration Statute of limitations, Lack of legal element, Bankruptcy, Alteration of the contract.

3. Discharge by frustration occurs where, due to circumstances the terms of the contract become impossible to perform.

4. There are different periods of limitation for different contracts, e.g. period of limitation to recover a debt is 5 years, and to recover real property is 14 years.

5. Compensatory Damages are the most common remedy used to compensate the breaching party for any financial loss.

6. Liquidated Damages are included in a contract to compensate for a potential breach of the contract.

7. Specific Performance requires the breaching party to fulfill their obligations under the contract, such as delivering goods or completing services as agreed upon in the contract.

8. Injunction is a remedy that cannot prevent the breaching party from taking certain actions that can violate the terms of the contract.

9. Rescission cancels the contract and restores the parties to their original position before the contract was signed.

10. Rescission is never used in situations where the contract was made based on fraud or misrepresentation.

**Exercise 42.** *Translate the following sentences from Russian into English.*

1. Под расторжением договора понимается прекращение договорных отношений между сторонами договора с прекращением прав и обязанностей сторон по договору.

2. Расторжение договора путем исполнения – это когда стороны договора выполняют свои обещания в соответствии с условиями договора.

3. Расторжение договора по взаимному соглашению – это когда стороны договора взаимно договорились о расторжении договора.

4. Расторжение договора в силу закона происходит в случае полного исполнения, истечения срока исковой давности, отсутствия юридического элемента, банкротства, изменения договора.

5. Расторжение договора вследствие последующей невозможности его исполнения происходит, когда в силу обстоятельств условия договора становятся невозможными для исполнения, а именно, когда предмет договора уничтожается; сторона договора умерла или стала недееспособной; есть непредвиденные обстоятельства; государственное вмешательство; стихийное бедствие; объявление войны; теракт.

6. Расторжение договора по истечении срока происходит, когда договор не выполняется в течение определенного периода, называемого сроком исковой давности. Существуют разные периоды для разных договоров, например, срок исковой давности по взысканию долга – 3 года, по взысканию недвижимого имущества – 12 лет.

7. Расторжение договора в связи с нарушением договора происходит, когда договаривающаяся сторона не выполняет свои договорные обязательства или их исполнение является ненадлежащим.

8. Штрафные санкции предназначены для наказания нарушившей стороны за их действия. Эти убытки обычно присуждаются в случаях, когда нарушение было преднамеренным.

9. Заранее оцененные убытки включаются в договор для компенсации потенциального нарушения контракта. Это означает, что сторона или стороны, пострадавшие в результате такого нарушения, получают компенсацию за причиненный ущерб.

10. Судебный запрет – это средство правовой защиты, которое может помешать нарушившей стороне предпринять определенные действия, которые могут нарушить условия договора, такие как рас-

крытие конфиденциальной информации третьей стороне или конкуренция с другой стороной в нарушение пункта о неконкуренции.

**Exercise 43.** *Answer the following questions:*

1. What does discharge of a contract mean?
2. What happens when the parties to the contract perform their promises in accordance with the terms of the contract?
3. Define what Discharge by Mutual Agreement is.
4. When does discharge by operation of law occur?
5. Explain the essence of discharge of a contract by frustration.
6. When does discharge by lapse of time occur? Specify different periods for different contracts.
7. What happens when a contracting party fails to perform its contractual obligations, or the performance is defective?
8. Name all types of remedies under Anglo-Saxon law that you know.
9. What is the most common remedy used to compensate the injured party for any financial loss?
10. What is a proper remedy if the breach of contract is so essential that the parties cannot fulfill their obligations? What is the key takeaway of this type of remedy?

**Exercise 44.** *Brief text 5 in English using the following plan:*

1. The key idea of the text is ... (Основная тема текста –это....)
2. At the beginning, the author points out that ... (В начале автор отмечает, что ...)
3. Then the author goes on to the problem of.... (Затем автор переходит к вопросу о ...)
4. The final part states that... (В заключительной части говорится, что ...)
5. In my opinion... (По моему мнению.....: (оценка материала или проблемы изложенной в тексте))

**Exercise 45.** *Brief the text below in English highlighting the key points.*

## ПОРЯДОК ИЗМЕНЕНИЯ И РАСТОРЖЕНИЯ ДОГОВОРОВ

В процессе хозяйственной деятельности могут появиться обстоятельства, вызывающие необходимость своевременного изменения договора. Еще при заключении договора стороны могут определить, что он будет дополнен некоторыми приложениями. Причем, эти приложения будут являться неотъемлемыми частями договора. Договор может быть изменен:

- по соглашению сторон;
- в одностороннем порядке – по решению суда.

### *Изменение договора по соглашению сторон*

Соглашение об изменении совершается в той же форме, что и договор. Односторонний отказ от исполнения обязательства и одностороннее изменение условий договора не допускаются. Существует определенный порядок изменения договора. Когда одна из сторон считает необходимым изменить договор, она обязана направить другой стороне предложение (оферту). Другая сторона обязана рассмотреть предложение и дать ответ (акцепт) в обусловленный срок. Изменение или дополнение условий договора оформляется письменно отдельным соглашением сторон или протоколом, подписанным обеими сторонами. Также может оформляться путем обмена документами с помощью почтовой, телеграфной, электронной или иной связи.

### *Расторжение договора*

Договор по разным причинам может потерять интерес для сторон. Возникает необходимость расторгнуть ранее достигнутое соглашение. Прекращение договора путем досрочного расторжения может произойти:

- по соглашению сторон;
- по инициативе одной из сторон.

*При расторжении договора по соглашению сторон* составляется соглашение, которое подписывается теми же лицами, что и заключили договор. Соглашение должно быть совершено в той же форме, что и договор. Расторжение устного договора согласовывается устно. Расторжение письменного договора должно быть оформлено путем обмена письмами, телеграммами или путем подписания сторонами соглашения о расторжении договора.

*Расторжение договора по требованию одной из сторон* осуществляется по решению суда:

- при существенном нарушении договора другой стороной;
- в иных случаях, предусмотренных Гражданским кодексом, другими законами или договором.

Суд может расторгнуть договор при наличии определенных условий.

## Промежуточное тестирование 5 “DISCHARGE OF A CONTRACT”

**Задание.** Завершите высказывания.

1. In legal terms, \_\_\_\_\_ refers to the termination or fulfilment of a contract, releasing the parties from their respective obligations and duties.

2. If a contract is to be issued by \_\_\_\_\_, it means a change in daily activities leads to the breach of contract.

3. \_\_\_\_\_ of contract occurs when parties do not abide by the conditions and terms of a contract.

4. A contract becomes discharged through \_\_\_\_\_ where both parties have fully performed their contractual obligations.

5. If a contract is frustrated, it'll be discharged. This means all parties are released from their \_\_\_\_\_.

6. If both the parties to the contract, expressly or impliedly, agree to terminate the contract, the contract is said to have been discharged by \_\_\_\_\_ consent.

7. A \_\_\_\_\_ may be discharged due to the expiration of a legal time limit for enforcing the contractual obligations.

8. Liquidated damages are commonly defined as a “fixed or agreed sum that shall be paid as \_\_\_\_\_ for some breach of contract”.

9. Rescission is when a contract is rendered null and void, and so is no longer recognized as \_\_\_\_\_.

10. \_\_\_\_\_ damages are awarded in civil court cases where loss has occurred as a result of the negligence or unlawful conduct of another party.

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка      |
|-------------------------------|-------------|
| 10                            | 5 (отлично) |
| 9 – 8                         | 4 (хорошо)  |



## ИТОГОВОЕ ТЕСТИРОВАНИЕ

### Задание 1. Завершите высказывания.

1. \_\_\_\_\_ of a contract means termination of the contractual relations between the parties to a contract when the rights and obligations of the parties under the contract come to an end.

2. Rescission cancels the contract and restores the parties to their original position before the \_\_\_\_\_ was signed.

3. Rescission is often used in situations where the contract was made based on \_\_\_\_\_ or misrepresentation.

4. Rescission may be a proper remedy if the breach of contract is so essential that the parties cannot fulfill their \_\_\_\_\_.

5. Discharge by \_\_\_\_\_ of contract occurs when a contracting party fails to perform its contractual obligations

### Задание 2. Соотнесите тип контракта и пример такого контракта. Обратите внимание: один пример лишний!

| TYPE OF A CONTRACT |                       | EXAMPLE |   |
|--------------------|-----------------------|---------|---|
| 6.                 | a unilateral contract | a.      | you may have gone to a summer camp during your youth and signed a waiver releasing the camp from liability for any injuries you received while at camp. However, you probably didn't understand the document you were signing as a child. |
| 7.                 | an executory contract | b.      | a most common in business dealings.   |
| 8.                 | an executed contract  | c.      | a reward for finding a lost person, animal, or item.  |
| 9.                 | an express contract   | d.      | a lease agreement in accordance with which the tenant continues paying rent while the landlord continues providing shelter and amenities.   |
| 10.                | a voidable contract   | e.      | a standard warranty.  |

|  |  |    |   |
|--|--|----|---|
|  |  | f. | a buyer paying for an item and walking away with it is an example of such a contract. |
|--|--|----|---|

**Задание 3.** *Соотнесите термин и его определение. Обратите внимание: одно определение лишнее!*

| TERM |                | DEFINITION |   |
|------|----------------|------------|---|
| 11.  | Capacity       | a.         | the quality or state of being in accordance with the law.                                     |
| 12.  | Mental illness | b.         | the state of being definite or of having no doubts at all about a contract.                   |
| 13.  | Minor          | c.         | a person's legal competence   |
| 14.  | Legality       | d.         | a condition which causes serious abnormality or disorder in a person's behaviour or thinking. |
| 15.  | Certainty      | e.         | the process of fighting or defending a case in a court of law.                                |
|      |                | f.         | a person under the age of full legal responsibility.  |

### Критерии оценивания тестирования

| Количество правильных ответов | Оценка                |
|-------------------------------|-----------------------|
| 15                            | 5 (отлично)           |
| 14 – 11                       | 4 (хорошо)            |
| 10 – 8                        | 3 (удовлетворительно) |

## SUPPLEMENTARY ACTIVITIES

**Task 1.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C, etc.) in the box below.*

There is an example at the beginning (\*).

### FROM A CONTRACT FOR SERVICES

#### Termination

Either party may (AA) terminate the Agreement immediately by written notice in the event that the other party commits a (A) breach of the Agreement which the party serving the notice reasonably considers is not capable of (B) remedy or the other party has continued in any breach of the Agreement for more than 21 days after being given notice in writing of such breach. The Company may terminate the Agreement (C) forthwith by written notice to the Customer (D) in the event that:

a) The Customer is a (E) company, and the company passes a (F) resolution or the court makes an order that it should be (G) wound up or that an administrator be appointed, or if the Customer makes an arrangement with its (H) creditors, or if a receiver or administrator on behalf of a creditor is appointed, or if circumstances arise which entitle the court or a creditor to appoint a receiver, or administrator; or

b) The Customer being an individual at any times becomes (I) bankrupt, or has a receiving order made against him or her or makes any arrangement with or for the benefit of his or her creditors, or purport to do so; or

c) The Customer is a (J) partnership and any partner thereof at any time becomes bankrupt, or has a receiving order made against him or her, or any partner or the partnership makes any composition or arrangement with or for the benefit of their creditors, or purports to do so.

|        |  |
|--------|--|
| (*) AA | <i>end</i>   |
|        | a business relationship in which people have joint and several liability |
|        | if   |
|        | immediately  |

|  |   |
|--|---|
|  | people or organizations who are waiting for payment                       |
|  | a failure to carry out obligations  |
|  | brought to an end; permanently stopped                                    |
|  | a formal decision made at a meeting                                       |
|  | not having enough money to pay his or her debts                           |
|  | an incorporated business which directors run and shareholders own         |
|  | a legal solution which compensates for a failure to carry out obligations |

**Task 2.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.*

There is an example at the beginning (\*).

### **FROM AN AGREEMENT TO SUPPLY WATER TO COMMERCIAL PREMISES**

The terms and conditions of supply are (AA) set by the Company from time to time and provide the basis on which the Company agrees to supply water to the Customer. The detailed terms and conditions of supply are (A) set out below.

The person(s), partnership or company named on the signed application for the supply of water (“the Customer”) shall be responsible for all (B) charges raised in respect of that supply of water. Where more than one person signs the application then the (C) liability shall be (D) joint and (E) several. Where there is no signed application for the supply of water then the person(s) responsible for the payment of all charges shall be the person(s) identified by the Company as the occupier(s) of the (F) premises. Where the application form is signed in the name of a business which is not a limited liability company, partnership or other recognised legal entity then the (G) signatory on the application form shall be (H) deemed to be the Customer. The Company will not enter into a supply agreement with (I) tenants of furnished premises or tenants on a short-term (J) lease (of three months or less in duration).

|                  |  |
|------------------|--|
| (*)<br><b>AA</b> | <i>established</i>   |
|                  | money that you must pay in return for receiving something  |
|                  | the buildings and land that a business uses  |
|                  | a type of rental agreement   |
|                  | considered   |
|                  | people who pay rent to the owner of a building or land in return for the right to live or work there |
|                  | together, as a group of people   |
|                  | individual   |
|                  | written, explained   |
|                  | legal responsibility   |
|                  | the person who signs a document  |

**Task 3.** *Read the text below. There are ten words missing from the text. In the spaces below, give the missing words. The first letter of each word has been provided for you.*

There is an example at the beginning (\*).

### **THE LAW OF CONTRACT**

English law states that a legally (\*)\_\_\_\_\_contract must have four elements. These elements are intention to create a legal relationship, offer, acceptance and consideration.

A contract is an agreement. The agreement is usually between two people or two businesses. The law describes these two people or businesses as the (1)\_\_\_\_\_ to the contract. The first element of a contract is that there must be intention on both sides to enter into a legal relationship. In English law, a court refers to previous cases, known as (2)\_\_\_\_\_, to see who has intention to contract and who does not. It often depends upon the relationship between the people concerned.

The second element of a contract is offer. An offer is a proposal. This proposal (3)\_\_\_\_\_ that are absolutely certain. If there is any uncertainty, then the proposal is not an offer in the eyes of the law. However, it is possible for an offer to end before acceptance. Perhaps, for ex-

ample, too much time passes before acceptance. A court will say that the offer has (4)\_\_\_\_\_ Another way that an offer can end before acceptance is that the offeree (the person who receives the offer) suggests some change. This results in a (5)\_\_\_\_\_ – offer. The legal effect of this is to cancel the original offer. Another way for an offer to end is for the offeree to say: ‘No, thank you’. This refusal means that the offeree clearly (6)\_\_\_\_\_ the offer and the offer is no longer open to acceptance after that.

The third element of a legally binding contract is acceptance. Case law states that it is the duty of the person accepting the offer to make sure the offeror knows about the acceptance. It is not enough to send acceptance. If the offeror does not actually (7)\_\_\_\_\_ the acceptance, then there is no contract.

The final element is consideration. English law states that there must be an (8)\_\_\_\_\_ of consideration to make a legally binding contract. In other words, consideration must travel in both directions. A very formal way to describe this situation is to say that consideration must be (9) \_\_\_\_\_. The people concerned in the contract must either gain a (10) \_\_\_\_\_ or suffer a detriment to make a contract that the law recognises.

(\* ) *binding*

|     |   |      |   |
|-----|---|------|---|
| 1). | p | 6).  | r |
| 2). | p | 7).  | r |
| 3). | t | 8).  | e |
| 4). | l | 9).  | r |
| 5). | c | 10). | b |

**Task 4.** *Look at the article below. Read it and decide if the statements under it are TRUE or FALSE. Write your answers in the box below.*

There is an example at the beginning (\*).

In January 2019 Mr John Tally, who lives in the town of Morpeth, decided to buy a new bathroom. His bathroom was old because his house was built in 2000. Mr Tally and his family moved into the house two years later. On 2 January 2019 Mr Tally entered into an oral contract with a local

builder, Mr Philip Price. Mr Price agreed to do the work on the bathroom for a price of £2500. This deal was concluded by telephone.

On the morning of Monday 5 January, Mr Tally was sitting in his kitchen and he saw the builder's van arrive. It was not a good start. When Mr Price and his two male employees emptied the van, they dropped a bag of plaster onto the grass in Mr Tally's garden. This accident covered flowers and plants with plaster. The plaster also went into Mr Tally's fishpond, killing all 17 of his Japanese goldfish.

Then things became very bad. On the last day of the building work, Mr Tally came home from work. The builders were not there. Mr Tally saw that there was a lot of water on the floor of the bathroom. The shower didn't work. There was a hole in the bathroom wall. Mr Tally could stand in the bathroom and look into the bedroom. Staying in the house was too uncomfortable. The Tally family went to a hotel.

Mr Tally refused to pay Mr Price's bill. He asked Mr Price to return to the house to fix all of the problems. Mr Price responded by filing a claim for £2500 against Mr Tally in Morpeth County Court. Mr Tally filed a counter-claim. This includes an amount for his hotel bill, the price of new goldfish and an amount for emotional distress, as well as the cost of fixing the bathroom.

**Example.** (\*) *Mr Tally has a house in the town of Morpeth.*

1. Mr Tally first lived in this house in 2000.
2. Mr Tally and Mr Price signed a contract in January 2009.
3. A total of three men arrived at Mr Tally's house on Monday 5 January.
4. The Tally family decided it was impossible to stay in the house because of the bathroom.
5. Mr Tally is now the claimant in a civil case in Morpeth County Court.

|                 |     |     |     |     |     |
|-----------------|-----|-----|-----|-----|-----|
| (*) <b>TRUE</b> | (1) | (2) | (3) | (4) | (5) |
|-----------------|-----|-----|-----|-----|-----|

**Task 5.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order.*

Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.

There is an example at the beginning (\*).

## FROM A CONTRACT FOR THE SALE OF GOODS

### Ownership and Risk

9.1 The risk in (AA) Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's (A) premises at the Buyer's request.

9.2 The Seller (B) retains (C) title to the Goods (D) notwithstanding delivery to the Buyer until the Seller has been paid in full for (E) such Goods.

9.3 The Buyer shall inspect the Goods immediately upon receipt and shall (F) notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any provision of the Contract. If the Buyer fails to do this he is (G) deemed to have accepted the Goods.

9.4 Any Goods in respect of which any claim of (H) defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

i) retained by the Buyer for a reasonable period to (I) enable the Seller or its agent to inspect or Collect the Goods or

ii) at the Seller's option returned by the Buyer to the Seller who will (J) refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

|             |  |
|-------------|--|
| ( * )<br>AA | <i>things that businesses make to sell to the public</i> |
|             | to give someone his or her money back                    |
|             | the buildings and land that a business uses              |
|             | already mentioned  |
|             | keeps  |
|             | tell   |
|             | despite, in spite of                                     |
|             | considered   |
|             | the legal right to have ownership of something           |
|             | fault, imperfection                                      |
|             | to make possible, to allow                               |



**Task 6.** *Read this newspaper article and answer the questions that follow. Answer each question using a full sentence.*

There is an example at the beginning (\*).

A husband and wife who bought a house in 2009 were awarded damages by a judge yesterday. The reason? The sellers of the house, who were referred to in court as the vendors of the property', did not tell the buyers about problems with the neighbours.

The story started in November 2009. Robert and Anne Young were looking for a house to buy. Mr. and Mrs. Young worked in London as journalists, but wanted to escape from the city for a quiet retirement. They sold their house in London for just over €1 million in September 2009. They then moved into a hotel in the seaside town of Bournemouth. They decided to stay in the hotel until they could find a house. They wanted a small house, with a view of the sea.

Mr. and Mrs. Young saw a house for sale. It was number 1 Oaklands, Burbridge, Bournemouth. The sellers of the property were brother and sister, Philip and Francesca Longbottom. Mr. and Mrs. Young visited the house, which was offered for sale at a price of £200,000, on 21 November 2009. Mr. and Mrs. Young loved the house. They offered the Longbottoms the exact asking price immediately. Philip and Francesca Longbottom accepted the offer. Everyone shook hands. They signed the contract to sell the house a few weeks later.

However, English land law, sometimes known more formally as the "law of real property", stated at that time that the seller of a house had a particular duty. This duty was to give information about the house in a document called a 'seller's property information form' (SPIF). This document gave a buyer important information about the house. The buyer read the SPIF and then decided whether to buy or not. The SPIF asked a seller an important question. The question was about disputes with the neighbours. Mr. and Mrs. Longbottom stated in the SPIF that they had no problem with the neighbours. This dishonesty cost them £70,000 in damages.

In fact, the Longbottoms had many problems with the neighbours during their 12 years in the house. The neighbours at number 2 Oaklands, the Avilez family, were described by the judge as 'the neighbours from hell'. They played loud music late at night and the son of the family was a

well-known seller of drugs. The Longbottoms had a history of telephone calls to the police to complain about their neighbours. The Avilez family also had 12 cats and 5 dogs, which they did not care for properly. The smell in the summer months was disgusting.

Mr. and Mrs. Young sued the Longbottoms on the grounds that they failed to disclose important information in the SPIF. A judge awarded Mr. and Mrs. Young £70,000, plus legal costs, at the High Court yesterday. Lawyers think many more cases will follow. Buyers who feel cheated will be encouraged by this case and will try to do the same as Mr. and Mrs. Young.

**Example (\*).** *In which year did Mr and Mrs Young buy a house?*

**Answer:** *Mr and Mrs Young bought a house in 2009.*

1. What occupation did Mr and Mrs Young have in London?
2. Why did Mr and Mrs Young want to leave London?
3. Where did Mr and Mrs Young live when they arrived in Bournemouth?
4. What is the full address of the house that was for sale?
5. How much money did Mr and Mrs Young offer to the sellers of the house?
6. In England, what is the more formal name for 'Land Law'?
7. What is a SPIF?
8. How much did Philip and Francesca Longbottom have to pay in damages as a result of their dishonesty in the SPIF?
9. How did the judge in this case describe the family who lived at 2 Oaklands?
10. What were Mr and Mrs Young's grounds for suing the Longbottoms?

**Task 7.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.*

There is an example at the beginning (\*).

## FROM A CONTRACT FOR THE HIRE OF A BICYCLE

1. The Bicycle let out on hire, including all accessories supplied (AA) *therewith* (“the Bicycle”) remains the property of BikeMania (“the Owner”) and the Renter will not sell, assign, sub-hire, lend or otherwise (A) *part with possession* (B) thereof.

2. The Renter agrees that the Bicycle is in good condition in all respects (C) *undertakes* not to misuse or damage it and return it with all accessories in the same condition as when received (D) *ordinary wear and tear* excepted to the place and on the due date and time specified on the hire forms as signed by the Renter. The period of hire (E) *commences* at the time of collection and is deemed to continue until the Bicycle is received by the Owner as in the manner (F) *aforesaid*.

3. The Owner shall not be liable for any damage caused or loss made (G) *whatsoever* by breakdown or other (H) *defects* in the Bicycle or other circumstances beyond the Owners control. The Renter shall (I) *indemnify* the Owner in respect of all costs, claims, expenses, and demands which it may suffer or (J) *incur* and which arise directly or indirectly out of the use of the Bicycle during the period of hire. The Owner reserves the right to use the Renters deposit in part or in full settlement of any such claim.

|           |  |
|-----------|--|
| (*)<br>AA | <i>with it (with the bicycle)</i>  |
|           | the usual amount of damage that occurs when a person uses something      |
|           | already mentioned  |
|           | faults in something; not perfect   |
|           | of it (of the bicycle)   |
|           | to be obliged to spend money on something                                |
|           | to promise to pay someone for any loss that person suffers in the future |
|           | promises or agrees to do something                                       |
|           | at all, of any type  |
|           | to be separated from something, to be away from that thing               |
|           | starts   |

**Task 8.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or*

phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.

There is an example at the beginning (\*).

## FROM A CONTRACT OF EMPLOYMENT

### Normal working hours

Your normal working hours are 30 hours per week to be worked at such times as the Employer reasonably requires. You are required to work such (AA) additional hours as may be necessary or appropriate from time to time to enable you to (A) carry out your duties properly. You shall not be (B) entitled to receive any additional (C) remuneration for work (D) outside of your normal hours.

### Confidentiality

(E) Save in the proper performance of your duties you shall not, at any time, use, copy, (F) disclose, communicate and/or publish or enable or cause any person to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information which you receive or obtain during the course of or as a result of your employment with the Employer. Additionally, you shall not, either during your employment or after its (G) termination, make any statement or give any interviews to the media in relation to the Employer or any of its employees, members or workers without the (H) prior written consent of the Employer.

### Notice Period

Your employment is (I) subject to a probationary period of 1 month from the commencement date. The length of your probationary period may be (J) extended if the Employer in its absolute discretion deems it appropriate. During your probationary period, this Contract can be terminated by either party giving to the other not less than one day's written notice.

|        |   |
|--------|---|
| (*) AA | <i>extra, more than normal payment</i>            |
|        | payment   |
|        | do, perform                                       |
|        | made longer                                       |
|        | give information, inform somebody about something |
|        | to have the right to something                    |
|        | end   |

|  |                                   |
|--|-----------------------------------|
|  | except, with the exception of     |
|  | dependent on something            |
|  | previous, in advance of something |
|  | over the limit of something       |

**Task 9.** Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C, etc.) in the box below.

There is an example at the beginning (\*).

**FROM A CONTRACT FOR THE SALE OF GOODS**

(5) The parties (\*) (AA) hereto do (A) hereby agree that until payment for the Goods is received in full and without any (B) deduction whatsoever:

(i) the Buyer shall hold the Goods in trust for the Company;

(ii) if the Goods are sold by the Buyer, the Buyer shall hold the (C) proceeds in trust for the Company in a separate bank account specifically designated for this purpose;

(iii) the Company reserves the right to trace the proceeds of sale of the Goods received into any bank account which the Buyer maintains;

(iv) if the Goods are sold the Company may by written demand require an (D) assignment of the Buyer's right to (E) recover the price from any (F) third party;

(v) if the Buyer incorporates the Goods into, or uses the Goods for the manufacture of other goods, prior to payment in full of the price, the Company shall be entitled to take possession of the new goods and is hereby (G) granted a licence to enter the Buyer's premises for the purpose of recovering the new goods. The Company shall be entitled to sell the new goods (subject to any third party rights (H) therein and shall (I) retain from the proceeds of sale the amount (J) outstanding to the Company for the Goods and pay any balance remaining to the Buyer.

|           |                         |
|-----------|-------------------------|
| (*)<br>AA | <i>to this contract</i> |
|-----------|-------------------------|

|  |  |
|--|--|
|  | get back the same amount of money that you spent or lost                                   |
|  | given, allowed   |
|  | the act of taking away an amount from a total, to reduce something                         |
|  | someone who is not one of the two main people or organisations who are party to a contract |
|  | keep   |
|  | a legal transfer of ownership  |
|  | by means of this contract  |
|  | not paid   |
|  | the money a person makes when he or she sells something                                    |
|  | in that thing or in those things   |

**Task 10.** *Read the text below. There are ten words missing from the text. In the spaces below, give the missing words. The first letter of each word has been provided for you.*

There is an example at the beginning (\*).

### **TERMINATING A COMMERCIAL CONTRACT**

When the two parties to a commercial contract negotiate the terms and (\*)\_\_\_\_\_ of the agreement they must agree on the duration of the contract. This is usually called the ‘(1)\_\_\_\_\_’ of the agreement, or in some jurisdictions, the ‘period of performance’. This might be, for example, a period of two years.

However, the parties will also agree on the circumstances in which the contract can end early. This is called the termination of the agreement. The circumstances in which one of the parties may terminate the agreement are usually set out in the section of the contract called the termination (2)\_\_\_\_\_. Most contracts state the same three or four basic reasons for termination.

The first reason for termination is ‘for convenience’. For example, the contract concerns a manufacturer in China selling clothing to a High-Street (3)\_\_\_\_\_, who has 50 outlets in the UK. Let’s imagine that the public do not like the goods and do not buy them. The buyer does not want to continue with the contract. The buyer can therefore terminate the agreement by giving a certain number of weeks’

(4)\_\_\_\_\_ notice to the seller, usually at the address stated in the contract.

The second reason for termination is (5)\_\_\_\_\_ breach. This means a serious or very significant breach, such as failure to pay for goods. A less significant, or ‘(6)\_\_\_\_\_’ breach does not give rise to the right to terminate.

The next reason for termination involves serious financial problems for one of the parties. Most contracts state that when a party who is a sole trader becomes (7)\_\_\_\_\_, the contract will terminate. Similarly, when a partnership (8)\_\_\_\_\_ because the partners cannot pay the debts of the business, this will terminate the contract. When the party in trouble is a limited company and the company goes into (9)\_\_\_\_\_, which means the sale of its (10)\_\_\_\_\_ in order to pay its debts, this will also terminate the contract.

Another reason for termination can be a change in the ownership or control of a business.

*(\* conditions*

|    |   |     |   |
|----|---|-----|---|
| 1) | t | 6)  | m |
| 2) | c | 7)  | b |
| 3) | r | 8)  | d |
| 4) | w | 9)  | l |
| 5) | m | 10) | a |

**Task 11.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C, etc.) in the box below.*

There is an example at the beginning (\*).

**FROM A CONTRACT FOR ONLINE MARKETING SERVICES**

**13. Warranty**

London Digital (\* (AA) warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of

a quality complying with generally accepted industry standards and practices.

#### 14. Indemnity

The Client shall (A) indemnify London Digital against all (B) claims, costs and expenses which London Digital may (C) incur and which (D) arise, directly or indirectly, from the Client's breach of any of its obligations under this Agreement, including any claims brought against London Digital (E) alleging that any services provided by London Digital in accordance with the Service Specification (F) infringes a patent, (G) copyright or trade secret or other similar right of a (H) third party.

#### 15. Limitation of liability

Except in respect of death or personal injury due to (I) negligence for which no limit applies, the entire (J) liability of London Digital to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.

|        |  |
|--------|--|
| (*) AA | <i>guarantees with certain limitations</i>   |
|        | happen, result from  |
|        | people or organisations who are not one of the two main parties to a contract but who that contract may affect in some way |
|        | promise to compensate in full for a particular loss  |
|        | saying that something is true, similar to accusing   |
|        | the legal right to be the only producer of something like a book, writing, or music  |
|        | legal responsibility   |
|        | not taking enough care, a breach of the duty of care   |
|        | be obliged to spend  |
|        | a case which someone starts in the civil courts  |
|        | breaches, violates   |

**Task 12.** *Read the text below. There are ten words missing from the text. In the spaces below, give the missing words. The first letter of each word has been provided for you.*

There is an example at the beginning (\*).



## CONTRACTS AND THE COMMON LAW

There are very clear rules in England and the USA about what constitutes a contract. These rules come from the common law, which means that the court ‘(\*)\_\_\_\_\_’ (which means kept) the original decisions of senior judges and these decisions became (1)\_\_\_\_\_ upon future cases. This means that when a judge who is in court today decides a case, he or she must pay attention to the principles of law that come from an earlier case dealing with the same or similar points. This type of original decision which creates new law is called a (2)\_\_\_\_\_. It is the higher courts that issue these important decisions and the lower courts must follow them. Judges in the lower courts, often called courts of (3)\_\_\_\_\_ instance, do not normally create new law.

The common law provides lawyers with the four elements that constitute a valid, enforceable contract. The first of these is when one party makes a proposal to the other party on absolutely certain (4)\_\_\_\_\_. This is called an offer. The next step is acceptance of that offer, which must happen before that offer comes to an end in some way. For example, if too much time passes before acceptance, the offer may end because the law of contract describes it as ‘(5)\_\_\_\_\_’ effect of a (6)\_\_\_\_\_ – offer will also bring the offer to an end. In other words, acceptance must be acceptance of that exact offer and not a new proposal. Finally, of course, the person making the offer, who is called the (7) \_\_\_\_\_, may change his or her mind before acceptance. In situations like this a lawyer says that the offer was (8)\_\_\_\_\_ before acceptance took place.

Next, the parties need to exchange something Each party must give something to the other, which may be, for example, money, work, goods, a promise to do something or even a promise not to do something in the future. This is called providing (9)\_\_\_\_\_. The promise of a gift or a free service does not usually create a contractual situation, according to English law.

The final element of a contact is (10)\_\_\_\_\_. A court will look at the relationship between the parties and decide if the parties really wanted to make things legally enforceable in this particular situation or not.

(\*) *recorded*

|    |   |    |   |
|----|---|----|---|
| 1) | b | 6) | c |
| 2) | p | 7) | o |

|    |   |     |   |
|----|---|-----|---|
| 3) | f | 8)  | r |
| 4) | t | 9)  | c |
| 5) | l | 10) | i |

**Task 13.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C, etc.) in the box below.*

There is an example at the beginning (\*).

### **FROM A FRANCHISE AGREEMENT**

(\*)(AA) Notwithstanding anything to the contrary contained (A) herein the Company shall be entitled to forthwith terminate this Agreement without any (B) notice whatsoever if:

- the Franchisee commits any (C) breach of the terms and conditions of this Agreement or does not perform any obligation of its part and such breach if is not (D) remedied or part not performed by the Franchisee within 14 days of the receipt of the notice sent by the Company;
- the Franchisee goes into (E) liquidation whether compulsory or voluntary;
  - for any cause or reason other than (F) force majeure, the Franchisee fails to perform its obligations contained herein for two consecutive months;
  - the termination is due to force majeure as specified in Clause 16 herein.

The termination of this Agreement shall not in any way prejudice any right or claim or obligation of either Party under this Agreement (G) prior to such termination and upon termination of this Agreement, the Company shall be entitled to immediately remove and the Franchisee shall immediately return to the Company, the (H) said Goods together with an (I) inventory report, duly signed by the Franchisee's authorized signatory and all signage and other promotional materials. It is (J) expressly agreed that the Franchisee will have no lien, right or claim on the Goods upon termination of this Agreement.

|        |  |
|--------|--|
| (*) AA | <i>in spite of, regardless of</i>  |
|        | an act or an omission that violates a contract   |
|        | clearly and without any doubt, definitely  |
|        | in this document   |
|        | an event such as a fire or a war that stops one of the parties to a contract fulfilling his or her obligations |
|        | a list of all of the things that are in a particular place   |
|        | warning, time to prepare for something   |
|        | corrected, fixed, solved   |
|        | before   |
|        | the process of selling the assets of a business and getting money in return                                    |
|        | already mentioned  |

**Task 14.** *Read the text below. There are ten words missing from the text. In the spaces below, give the missing words. The first letter of each word has been provide for you.*

There is an example at the beginning (\*).

### **EMPLOYMENT CONTRACTS**

When an employment lawyer gives advice to a client, who is an important part of that advice may be about the contracts of employment that the employer must provide for his or her employees. A failure to provide full written terms and (\*)\_\_\_\_\_ to an employee is a breach of employment law and may be expensive for an employer in the event of an unresolved (1)\_\_\_\_\_ which the employee brings to an Employment Tribunal . The law in the UK governing employment comes from a variety of sources. The main source of employment law is (2)\_\_\_\_\_, in the form of Acts of Parliament.

An employment contract must include details of an employee's starting date, his or her job title and a description of the duties of the employee. It must also state what (3)\_\_\_\_\_ the employee will get, which is a formal way of describing his or her pay.

In addition to the above standard clauses, there are some other important clauses that an employer must include in the contract. These are:

- (4)\_\_\_\_\_ **procedure**: This clause explains the steps an employer must follow when an employer is unhappy with an employee's behaviour at work. Extremely bad behaviour is called gross (5)\_\_\_\_\_ and usually gives the employer automatic grounds for dismissal.

- (6)\_\_\_\_\_ **procedure**: This clause explains the steps an employee must follow when he or she is unhappy at work and wishes to make a complaint to the employer.

- **Confidentiality**: The purpose of this clause is to protect an employer's confidential information. It involves a promise from the employee that he or she will not (7)\_\_\_\_\_. This kind of information. To any (8)\_\_\_\_\_ party. This means both during the (9)\_\_\_\_\_ of the employment, for example, a period of 6 months, and after it ends.

- (10)\_\_\_\_\_: This explains the circumstances in which an employment contact can end. It will include information such as the period of notice that each party to the contract needs to give to the other to end the agreement.

(\* ) *conditions*

|    |   |     |   |
|----|---|-----|---|
| 1) | d | 6)  | G |
| 2) | l | 7)  | d |
| 3) | r | 8)  | t |
| 4) | D | 9)  | t |
| 5) | m | 10) | T |

**Task 15.** *Read this newspaper and answer the questions that follow. Answer each question using a full sentence.*

There is an example at the beginning (\*).

### **SIXTEEN-YEAR LEGAL BATTLE REACHES THE SUPREME COURT**

On 28 December 1998, Richard Durkin went shopping in the city of Aberdeen. He wanted to buy a new laptop computer. Mr Durkin, who worked as an offshore construction surveyor, went into his local branch of PC World to buy a laptop with a particular type of modem. A sales assis-

tant listened to Mr Durkin's requirements and offered him a laptop. However, the computer was in a sealed box, so Mr Durkin was not able to check it. Mr Durkin claims that the shop assistant said he could return the computer if it did not have the correct modem. On this basis Mr Durkin paid a £50 deposit for the computer. The total price of the computer was £1,950. Mr Durkin asked about a credit agreement for the payment of the balance so that he could pay for it in instalments. The credit agreement that PC World offered to him was with HFC Bank. Mr Durkin signed it.

However, when Mr Durkin opened the box he realized immediately that it had the wrong type of modem. The next day he went back to PC World to return the laptop and to ask for the return of his £50 deposit. The duty manager refused to accept the computer. The manager said that the laptop was not faulty and therefore refused to take the computer back, cancel the credit agreement or return the £50.

Mr Durkin left the computer in the shop and returned home.

Mr Durkin then left his home to work offshore for 2 weeks. When he returned the computer was waiting for him. He again returned it to PC World and started legal action against the company for the return of his £50. PC World settled the matter by paying the £50 but without admitting liability. Mr Durkin thought that this was the end of his problems. However, HFC Bank wrote to him to demand payment under the terms of his credit agreement. Mr Durkin refused to pay.

HFC Bank then informed the UK's two biggest credit reference companies, named Equifax and Experian, that Mr Durkin was in breach of his credit agreement. Mr Durkin claims that this had terrible consequences when he tried to obtain credit at a later date. He claims, for example, that he tried to obtain a mortgage to buy a house in Malaga, Spain in 2003 but the bank refused because of his credit rating. He says he feels that he is in 'financial prison' and that he hasn't done anything wrong.

The Sheriff Court in Aberdeen agreed with Mr Durkin in 2008. The court said that he was entitled to reject the laptop and cancel the credit agreement and awarded him damages of £116,000. However, the judges at a higher Scottish court, the Court of Session, overturned that decision in 2010. They ruled that the Contract of Sale and the Loan Agreement were two separate legal agreements and Mr Durkin was not entitled to cancel his credit agreement.

The Supreme Court in London finally decided the case on 28 January 2014. Leading Scottish barrister Andrew Smith acted for Mr Durkin free of charge. Mr Durkin won. He said afterwards, 'I am most grateful for an

end to this matter now. I fought a long difficult battle which at last is over’.

**Example (\*).** In which Scottish city did Richard Durkin go shopping for a new laptop?

**Answer:** Richard Durkin went shopping for a new laptop in Aberdeen.

1. What was Mr Durkin’s job at the time that he bought the new laptop?
2. Why could’t Mr Durkin check that laptop was the ring one for him?
3. What was the balance left to pay after Mr Durkin paid his deposit?
4. With which organization did Mr Durkin enter into a credit agreement?
5. On what basis did the duty manager refuse to allow Mr Durkin to return the laptop?
6. What did Mr Durkin find when he returned home after working offshore for 2 weeks?
7. What type of credit was Mr Durkin refused in 2003?
8. How does Mr Durkin describe his situation regarding his credit rating?
9. On what grounds did the Court of Session overturn the decision of Aberdeen Sheriff Court in 2010?
10. What was the date of the final UK hearing of this case?

**Task 16.** *Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.*

There is an example at the beginning (\*)

### **FROM A LOAN AGREEMENT**

1. In the event that the (\*) (AA) Borrower fails to pay any amount due under this. Agreement, We may charge the Borrower interest on the (A) overdue amount at the interest rate specified (B) hereinabove from

when payment was due until payment is received in full. Such interest shall (C) accrue at the rate set out in (D) Schedule 1 (E) hereto.

2. The Borrower will also be liable to pay us our reasonable costs and expenses (F) incurred in connection with the (G) enforcement of this Agreement.

3. If the Borrower:

- fails to pay the repayments or any other amounts payable under this Agreement as they (H) fall due; or
- is declared bankrupt or has similar (I) proceedings take against him or her; or
- fails to repay money due under or otherwise breach any term of any other agreement between the Borrower and Maynard's Bank plc.

We will have the right to demand immediate payment of the unpaid (J) balance of the total amount payable less any applicable rebate. We will first send the Borrower a default notice where we are required to do so under the Consumer Credit Act 1974.

|        |  |
|--------|--|
| (*) AA | <i>a person or organization that uses something that belongs to someone else for a period of time and then returns it</i>          |
|        | a document which is attached to a contract containing information that is too detailed to include in the main part of the contract |
|        | become payable, the day for payment arrives  |
|        | past the agreed payment date but remaining unpaid  |
|        | to this agreement  |
|        | suffered, or in an unpleasant or negative position because of your own actions   |
|        | accumulate, grow, build  |
|        | the process of making people obey a rule , a law or a contract provision   |
|        | the total sum of money that remains after some calculations  |
|        | legal action   |
|        | earlier in this agreement  |

**Task 17.** Read the text below. It is from a contract. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order.

Match the underlined words in the text with the correct meanings by writing the letters (A, B, C etc.) in the box below.

There is an example at the beginning (\*)

**FROM A CONTRACT FOR THE HIRE OF EQUIPMENT**

**5. Credit and payment**

5.1 The (\*) (AA) Hirer shall pay to the Owner the Hire Rent on demand plus the VAT due thereon.

5.2 (A) Save as agreements otherwise expressly set out in writing, any (B) granting of credit facilities is made on condition that payment in full without (C) retention or set-off is made within 30 days of the date of the invoice and the Owner reserves the right to withdraw credit facilities (D) forthwith if his condition is not observed.

5.3 If payment is not made on the due date the Hirer shall pay interest on the arrears at the (E) rate of 8% above base rate per month, such interest to (F) accrue daily.

**6. Title**

6.1 (G) Title in the Equipment shall not pass to the Hirer and the Hirer shall have no right or interest in the Equipment otherwise than as a Hirer and the Hirer shall not do or permit to be done any act or thing which might (H) prejudice or interfere with the Owner's rights of ownership or any other interest or rights in the Equipment.

6.2 The Hirer shall keep the Equipment free from any distress or execution or other legal process and shall not (I) let, (J) lend, sell assign, charge, encumber, dispose of or otherwise deal with or part with possession or control of the Equipment.

|        |  |
|--------|--|
| (*) AA | <i>a person who pays money to use something for a limited period of time</i> |
|        | have a harmful or negative effect upon                                       |
|        | giving permission to have something or to do something                       |
|        | rent something to someone  |
|        | allow someone to borrow something  |
|        | a fixed amount or level  |
|        | legal ownership of   |
|        | immediately  |
|        | except, with the exception of  |



|  |  |
|--|--|
|  | the act of keeping something                                 |
|  | accumulate over a period of time, grow over a period of time |

**Task 18.** *Read more about contract law and decide if the statements below are true or false.*

In general, businesses are free to enter into whatever contracts they agree between themselves. However, business contracts must not be contrary to (against) case law or to Acts of Parliament such as the Unfair Contract Terms Act. If the contents of a contract, usually called the terms and conditions, do not comply with the law, meaning they don't follow the law correctly, then a judge will probably decide that the contract is void. Void means 'empty'. It is not an enforceable contract. It is not a contract that a court will recognise as valid.

It is a general rule that both parties to the contract must have capacity to contract. This means that when a person signs a contract they must be:

- old enough to consent (say yes) to it; and not mentally ill; and
- not drunk or using drugs.

It is another general rule that both parties must enter into the contract voluntarily. This means that they must have signed it freely and not under duress (pressure).

A contract may be: written; or oral (spoken); or in the form of a deed.

A deed is sometimes called a contract under seal. It is a special contract that is legal even though one of the parties has not provided consideration. A promise of a gift or donation for example, can be a valid contract if the agreement takes the form of a deed. An oral contract is binding according to English law. Even if a contract involves a large sum of money, it is still valid if it is not written.

When a contract comes to an end we say that the contract is discharged. If the contract is discharged because one of the parties does not fulfil their obligations it is called a breach. If one party breaches the contract the injured party can sue the party in breach. The injured party is the claimant and the party in breach is the defendant.

|  |              |
|--|--------------|
| A Acts of Parliament concerning contract law are to protect the public and they do not affect businesses at all. | True \ False |
|--|--------------|

|   |              |
|---|--------------|
| <b>B</b> If a contract is void it will not be enforceable by a court.   | True \ False |
| <b>C</b> If I sign a contract after drinking a whole bottle of wine and three beers the contract might not be valid               | True \ False |
| <b>D</b> In very special circumstances it is possible to have a contract where one of the parties does not provide consideration. | True \ False |
| <b>E</b> The injured party and the party in breach are the same person.   | True \ False |

**Task 19.** *Choose a word or phrase from the list below to complete the sentences.*

|                      |               |             |
|----------------------|---------------|-------------|
| contrary             | under duress  | comply with |
| contract under seal  | enforceable   | donation    |
| sum                  | void          | consent     |
| capacity to contract | voluntarily   | deed        |
| party in breach      | injured party | discharged  |
| breach               |               |             |

**a** You are only 16 years old so you do not have \_\_\_\_\_ to contract.

**b** A contract that is valid even though one of the parties has not provided consideration usually takes the form of a contract under \_\_\_\_\_.

**c** We made an oral contract and even though it involves a very large \_\_\_\_\_ of money it does not need to be in writing to be valid.

**d** There are various ways in which a contract can be \_\_\_\_\_, including performance of all duties or breach.

**e** If a contract is binding then it is \_\_\_\_\_ by a court.

**f** You did not fulfil your obligations under this contract and as the \_\_\_\_\_ I have the right to sue you for breach.

**g** Did you sign the contract \_\_\_\_\_ or was it signed under duress?

**h** One of the terms of this contract is \_\_\_\_\_ the Sale of Goods Act and the term is therefore not valid.

**i** If I promise to make a \_\_\_\_\_ to a person or an organisation it is a legally binding contract if the agreement takes the form of a deed.

**j** Any private agreement must \_\_\_\_\_ all relevant law, including Acts of Parliament.

**Task 20.** Choose a word or phrase from the list to complete the text below.

|                          |                 |            |                |
|--------------------------|-----------------|------------|----------------|
| 1. accepted              | 6. damages      | 11. offer  | 16. terms      |
| 2. agreement             | 7. express      | 12. reward | 17. under seal |
| 3. breach                | 8. implied      | 13. signed | 18. verbally   |
| 4. consideration         | 9. intention    | 14. stated | 19. voided     |
| 5. contractual liability | 10. obligations | 15. sue    | 20. writing    |

A contract can be defined as ‘an \_\_\_\_\_ between two or more parties to create legal \_\_\_\_\_ between them’. Some contracts are made ‘\_\_\_\_\_’: in other words, they are \_\_\_\_\_ and sealed (stamped) by the parties involved. Most contracts are made \_\_\_\_\_ or in \_\_\_\_\_. The essential elements of a contract are: (a) that an \_\_\_\_\_ made by one party should be \_\_\_\_\_ by the other;

(b) \_\_\_\_\_ (the price in money, goods or some other \_\_\_\_\_, paid by one party in exchange for another party agreeing to do something); (c) the \_\_\_\_\_ to create legal relations. The \_\_\_\_\_ of a contract may be \_\_\_\_\_ (clearly stated) or \_\_\_\_\_ (not clearly \_\_\_\_\_ in the contract, but generally understood). A \_\_\_\_\_ of contract by one party of their \_\_\_\_\_ entitles the other party to \_\_\_\_\_ for \_\_\_\_\_ or, in some cases, to seek specific performance. In such circumstances, the contract may be \_\_\_\_\_ (in other words, it becomes invalid).

**Task 21.** There are many different kinds of contract for different situations. Look at the following paragraphs, and decide what kind of con-

tract is being described or talked about. Underline or highlight the key words and expressions that helped you to identify the subject of each paragraph. Use the terms from the list below:

- a) franchise agreement (between a *franchiser* – the people who license a franchise – and a *franchisee* – the people who run the franchise)
- b) a verbal contract that has gone through the *offer*, *acceptance* and *consideration* stages.
- c) employment contract (full-time)
- d) a tenancy (agreement) (*pcm* = *per calendar month*)
- e) an unspoken *implied* or *understood* contract between a shop and a customer
- f) car hire agreement
- g) terms and conditions of sale (purchase agreement)
- h) loan agreement (*APR* = *annual percentage rate*; the *interest* that has to be paid)

1. I went into the supermarket and chose the items that I wanted. As soon as my basket was full, I headed for the checkout.

2. My cousin Bob said he was going *to get rid* of his computer and buy a new one. I said that I needed a computer and *suggested* I bought his old one. Anyway, we agreed on a price, I gave him a £50 deposit, and agreed to pay the balance in *instalments* over the next three months. I'm going round to collect the computer this evening.

3. The property is unfurnished, and the rent is £650 pcm (*per calendar month*), which has *to be paid* monthly *in arrears*. Electricity, gas and phone bills are extra. There's a communal garden and a communal parking area, for which I also have to pay a nominal maintenance fee. The landlord is responsible for any repairs to the property. I'm not allowed *to sublet* at any time. I've signed the lease for 18 months.

4. We're opening our own branch in the town centre next week. The deal is fairly simple: we get the right to use the company's name, their trademark, their trade names and products, wear their uniforms and use their *stationery*. They also *provide* our staff with all the necessary training, give us invaluable managerial assistance and provide advertising materials. In return, we have *to meet specific requirements*, such as quality of service, maintaining good customer relations, and following the company's standard procedures. Oh, and buy all the products we sell from them, naturally.

5. The total amount you are borrowing is £9,000 at an APR (*Annual Percentage Rate*) of 6.6%. Repaid in monthly instalments over 3 years, this gives you a monthly repayment figure of £275.46, totalling £9,916.56. You have *opted* out of the repayment protection premium scheme. If you wish to make an early *settlement the figure* above will be recalculated accordingly. As soon as you sign a form, your *funds* will be released into your bank account. Please note that penalties will be applied if you *default* on repayments.

6. This appointment is for a period of two years, following a 4-week probationary period. Your *remuneration* package includes an annual gross salary of £32,000. You *are entitled to* sick pay and 6 weeks annual leave after you have been with us for 3 months. Your hours of work are 9 to 5 Monday to Friday, although you may be asked *to work overtime* during busy periods. The company has its own medical and pension schemes which you may join.

7. The total cost is £2,870, which is payable in full before the goods can be *dispatched*. Alternatively, we can arrange credit terms, which are *interest-free* for the first six months. All goods are covered by the manufacturer's *warranty*, which is valid for one year. If you are not happy with your merchandise, it can be returned for an exchange or full *refund* but please note that this is valid for 28 days only, and we will need to see your receipt or other *proof* of purchase.

8. A group 7M people carrier is £58 a day. This price includes unlimited mileage fully comprehensive insurance, collision damage *waiver* and loss damage waiver. The company has drop-off points in most major cities, but will charge extra if you use a different one from that where you picked up the *vehicle*. A refuelling *service charge* will be applied if you do not replace the fuel you have used.

**Task 22.** Match these types of damages (1-7) with their definitions (a-g).

|                        |                       |                        |
|------------------------|-----------------------|------------------------|
| 1. expectation damages | 3. liquidated damages | 5. restitution damages |
| 2. general damages     | 4. reliance damages   | 6. special damages     |
| 7. punitive damages    |                       |                        |

a) compensation agreed upon by the parties and set forth in the contract that must be paid by one or the other in the event that the contract is breached

b) compensation determined by the amount of benefit unjustly received by the breaching party

c) compensation for losses which are as a result of special facts and circumstances relating to a particular transaction which were foreseeable by the breaching party at the time of contract

d) compensation which seeks to put the non-breaching party in the position he would have been had the contract been performed

e) compensation for a loss that is the natural and logical result of the breach of contract

f) compensation which is imposed by the court to deter malicious conduct in the future

g) compensation necessary to reimburse the non-breaching party for efforts expended or expenses incurred in the reasonable belief that the contract will be performed

**Task 23.** *Read the text and do the task below.*

## **THE CONTRACT OF SALE**

The contract of sale of goods is probably the best known and most common of all commercial contracts. Millions of them are concluded each day and the overwhelming majority gives rise to no problems at all. Until the end of the nineteenth century the principles governing sales lay down in the general amount of contract case law, but in 1893 the Sale of Goods Act was passed and this Act is the cornerstone of the modern law of sale of goods.

Section I (1) of the Act provides that:

A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for the money consideration, called the price. There may be a contract of sale between one part owner and another.

Five elements must be considered – seller, buyer, property, goods and price.

(1) **Seller** is defined as “a person who sells or agrees to sell goods”.

(2) **Buyer** is defined as “a person who buys or agrees to buy goods”.

It follows from section 1 (1) that there must be both a seller and a buyer,

but a person can validly buy his own goods if, for example, he buys them from a sheriff who has seized them under a writ of fi.fa.

(3) **Property** is defined as “the general property in the goods” and in other words it means ownership.

(4) **Goods.** Section 62 of the Sale of Goods Act provides that: “Goods” include all chattels personal other than things in action and money.

(5) **Price.** The price is of course the consideration given by the buyer for the property in the goods.

### **Sale and agreement to sell**

Where a vendor of land sells it to a purchaser the disposition takes place in two stages – the contract, conferring rights which to some degree are purely personal, and the conveyance, when the vendor vests in the purchaser the legal title to the property. Under the Sale of Goods Act, however, contract and conveyance are sometimes merged into one. Section 1 (3) reads as follows:

Where under a contract of sale the property in the goods is transferred from the seller to the buyer the contract is called a sale, but where the transfer of the property in the goods will take place in future or subject to some conditions thereafter to be fulfilled the contract is called an agreement to sell.

Further section 1 (4) provides that:

An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

In other words the expression “contract of sale” covers both a sale and an agreement to sell. Under a sale the property passes immediately to the buyer, whereas under an agreement to sell the buyer acquires merely personal rights.

**Task 24.** Choose a term or definition from the list to complete the statements below.

1. \_\_\_\_\_ is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for the money consideration, called the price.

|     |                             |     |                        |
|-----|-----------------------------|-----|------------------------|
| a). | An oral contract            | c). | A simple contract      |
| b). | A contract of sale of goods | d). | A third party contract |

2. \_\_\_\_\_ is defined as “a person who buys or agrees to buy goods”.

|     |            |     |        |
|-----|------------|-----|--------|
| a). | Part owner | c). | Buyer  |
| b). | Seller     | d). | Vendor |

3. The price is of course the consideration given by the buyer for the property in \_\_\_\_\_.

|     |                           |     |                |
|-----|---------------------------|-----|----------------|
| a). | the goods                 | c). | the price      |
| b). | the property in the goods | d). | the conveyance |

4. “Goods” include all \_\_\_\_\_ other than things in action and money.

|     |                           |     |                   |
|-----|---------------------------|-----|-------------------|
| a). | the price                 | c). | ownership         |
| b). | the property in the goods | d). | chattels personal |

5. \_\_\_\_\_ is defined as “a person who sells or agrees to sell goods”.

|     |            |     |        |
|-----|------------|-----|--------|
| a). | Vendor     | c). | Buyer  |
| b). | Part owner | d). | Seller |

6. Persons who order dinner at a restaurant have an \_\_\_\_\_ contract to pay for the meal that they order.

|     |            |     |         |
|-----|------------|-----|---------|
| a). | unilateral | c). | express |
| b). | unvoidable | d). | implied |

7. The acceptance of the offer is when the offeree \_\_\_\_\_ the offer made by the offeror.

|     |           |     |          |
|-----|-----------|-----|----------|
| a). | considers | c). | accepts  |
| b). | breaches  | d). | provides |

8. The \_\_\_\_\_ is when we say that there is a ‘meeting of the minds’ or ‘mutual assent’.

|     |               |     |  |
|-----|---------------|-----|--|
| a). | acceptance    | c). | intention                              |
| b). | consideration | d). | promise of a gift or of a free service |



9. If consideration is a good thing for a party and is positive in nature, we say that he or she gains a \_\_\_\_\_.

|     |               |     |                                  |
|-----|---------------|-----|----------------------------------|
| a). | consideration | c). | counteroffer                     |
| b). | benefit       | d). | change to the terms of the offer |

10. Consideration is an important element for a contract to be \_\_\_\_\_ and enforceable.

|     |              |     |        |
|-----|--------------|-----|--------|
| a). | considerable | c). | mutual |
| b). | positive     | d). | valid  |

11. The parties to a contract must have the legal ability to enter into the agreement. This means that they must be of \_\_\_\_\_.

|     |                                     |     |   |
|-----|-------------------------------------|-----|---|
| a). | mental incapacity or mental illness | c). | legal age and sound mind                  |
| b). | be legally binding and enforceable  | d). | 'meeting of the minds' or 'mutual assent' |

12. Contract law is \_\_\_\_\_.

|     |  |     |   |
|-----|--|-----|---|
| a). | a spoken or written legally binding agreement between two or more parties that is enforceable                            | c). | a body of rules governing the formation, performance, and enforcement of contracts. |
| b). | a formal legal document signed, witnessed and delivered to effect a transfer of property or to create a legal obligation | d). | an agreement where both parties still have outstanding obligations.                 |

13. Executory contract is \_\_\_\_\_.

|     |   |     |   |
|-----|---|-----|---|
| a). | a spoken or written legally binding agreement between two or more parties that is enforceable           | c). | a body of rules governing the formation, performance, and enforcement of contracts. |
| b). | a formal legal document signed, witnessed and delivered to effect a transfer of property or to create a | d). | an agreement where both parties still have outstanding obligations.                 |

|  |                  |  |  |
|--|------------------|--|--|
|  | legal obligation |  |  |
|--|------------------|--|--|

14. A contract is \_\_\_\_\_.

|     |  |     |  |
|-----|--|-----|--|
| a). | a body of rules governing the formation, performance, and enforcement of contracts.            | c). | an informal document which may be made in any way – in writing, orally or be implied from conduct. |
| b). | a spoken or written legally binding agreement between two or more parties that is enforceable. | d). | harder to enforce in case of a dispute.  |

**Task 25.** *Brush up your knowledge of the legal system of the English-speaking countries.*

1. The head of the United Kingdom of Great Britain and Northern Ireland is \_\_\_\_\_.

|     |                    |     |                          |
|-----|--------------------|-----|--------------------------|
| a). | the President      | c). | the Monarch              |
| b). | the Prime minister | d). | the member of parliament |

2. The head of the United States of America is \_\_\_\_\_.

|     |                    |     |                          |
|-----|--------------------|-----|--------------------------|
| a). | the President      | c). | the Monarch              |
| b). | the Prime minister | d). | the member of parliament |

3. Formally, the head of the Commonwealth of Australia is \_\_\_\_\_.

|     |                    |     |                          |
|-----|--------------------|-----|--------------------------|
| a). | the President      | c). | the Monarch              |
| b). | the Prime minister | d). | the member of parliament |

4. Formally, the head of Canada is \_\_\_\_\_.

|     |                    |     |                          |
|-----|--------------------|-----|--------------------------|
| a). | the President      | c). | the Monarch              |
| b). | the Prime minister | d). | the member of parliament |

5. Formally, the head of New Zealand is \_\_\_\_\_.

|     |                    |     |                          |
|-----|--------------------|-----|--------------------------|
| a). | the President      | c). | the Monarch              |
| b). | the Prime minister | d). | the member of parliament |

6. The form of government in the UK is called \_\_\_\_\_.

|     |                        |     |                   |
|-----|------------------------|-----|-------------------|
| a). | Parliamentary monarchy | c). | Absolute monarchy |
| b). | Republic               | d). | Democracy         |

7. The form of government in the USA is called \_\_\_\_\_.

|     |                        |     |                   |
|-----|------------------------|-----|-------------------|
| a). | Parliamentary monarchy | c). | Absolute monarchy |
| b). | Republic               | d). | Democracy         |

8. The official residence of the Prime Minister of the UK is situated in London in \_\_\_\_\_.

|     |                      |     |                |
|-----|----------------------|-----|----------------|
| a). | Baker Street         | c). | Westminster    |
| b). | St. Paul's Cathedral | d). | Downing Street |

9. The United States' Constitution says that \_\_\_\_\_.

|     |  |     |  |
|-----|--|-----|--|
| a). | no religion can be made the official religion                        | c). | the official religion of the United States of America is Protestantism |
| b). | the official religion of the United States of America is Catholicism | d). | the official religion of the United States of America is Buddhism      |

10. How many chambers has British Parliament?

|     |     |     |       |
|-----|-----|-----|-------|
| a). | one | c). | three |
| b). | two | d). | four  |

11. The first President of the United States of America was \_\_\_\_\_.

|     |                   |     |                   |
|-----|-------------------|-----|-------------------|
| a). | Abraham Lincoln   | c). | Thomas Jefferson  |
| b). | Benjamin Franklin | d). | George Washington |

12. The headquarters of the Metropolitan Police in London is called \_\_\_\_\_.

|     |               |     |              |
|-----|---------------|-----|--------------|
| a). | Whitehall     | c). | Westminster  |
| b). | Scotland Yard | d). | Baker Street |

13. The Houses of Parliament in the UK are situated in the historical part of London which is called \_\_\_\_\_.

|     |         |     |           |
|-----|---------|-----|-----------|
| a). | Windsor | c). | Whitehall |
|-----|---------|-----|-----------|

|     |             |     |                |
|-----|-------------|-----|----------------|
| b). | Westminster | d). | Downing Street |
|-----|-------------|-----|----------------|

14. How many chambers has the USA Congress?

|     |     |     |       |
|-----|-----|-----|-------|
| a). | one | c). | three |
| b). | two | d). | four  |

15. The capital of the United States of America is \_\_\_\_\_.

|     |        |     |            |
|-----|--------|-----|------------|
| a). | London | c). | Washington |
| b). | Ottawa | d). | Wellington |

16. The capital of Canada is \_\_\_\_\_.

|     |        |     |            |
|-----|--------|-----|------------|
| a). | London | c). | Washington |
| b). | Ottawa | d). | Wellington |

17. The capital of New Zealand is \_\_\_\_\_.

|     |        |     |            |
|-----|--------|-----|------------|
| a). | London | c). | Washington |
| b). | Ottawa | d). | Wellington |

18. The capital of the UK is \_\_\_\_\_.

|     |        |     |            |
|-----|--------|-----|------------|
| a). | London | c). | Washington |
| b). | Ottawa | d). | Wellington |

19. Supreme legislative power in the UK government lies with \_\_\_\_\_.

|     |          |     |            |
|-----|----------|-----|------------|
| a). | Congress | c). | Parliament |
| b). | Cabinet  | d). | Government |

20. Supreme legislative power in the American government lies with \_\_\_\_\_.

|     |          |     |            |
|-----|----------|-----|------------|
| a). | Congress | c). | Parliament |
| b). | Cabinet  | d). | Government |

21. In the UK you can drive a car at the age of \_\_\_\_\_.

|     |    |     |    |
|-----|----|-----|----|
| a). | 17 | c). | 19 |
| b). | 18 | d). | 20 |

22. All criminal trials in Britain are held before a judge and a jury consisting of twelve ordinary people. Who decides if a person is guilty or not?

|     |            |     |              |
|-----|------------|-----|--------------|
| a). | judge      | c). | jury         |
| b). | procurator | d). | legal expert |

23. When was the USA constitution written?

|     |      |     |      |
|-----|------|-----|------|
| a). | 1787 | c). | 1820 |
| b). | 1687 | d). | 1720 |

24. Scotland has its own legal system separate from the rest of the United Kingdom. One of the noticeable features is that there are three, not two possible verdicts. As well as “guilty” and “not guilty” exists a verdict \_\_\_\_\_.

|     |   |     |                          |
|-----|---|-----|--------------------------|
| a). | “not to be caught is not to be a thief” | c). | “not innocent”           |
| b). | “not proven”                            | d). | “guilty only in England” |

25. About 90 per cent of all crimes in the UK are dealt with by \_\_\_\_\_.

|     |                             |     |                     |
|-----|-----------------------------|-----|---------------------|
| a). | Crown Court                 | c). | Criminal courts     |
| b). | Supreme Court of Judicature | d). | Magistrates’ courts |

26. The UK Constitution \_\_\_\_\_.

|     |                               |     |                        |
|-----|-------------------------------|-----|------------------------|
| a). | was adopted in 1609           | c). | is still being written |
| b). | doesn’t exist in written form | d). | was adopted in 1787    |

27. The flag of the USA is popularly called “The Stars and Stripes and old Glory”. It consists of 13 horizontal stripes equal to the number of the original states and 50 stars equal to the number of states \_\_\_\_\_.

|     |         |     |           |
|-----|---------|-----|-----------|
| a). | in 1787 | c). | today     |
| b). | in 1609 | d). | in the UK |

28. The monarch’s power in the UK is \_\_\_\_\_.

|     |                           |     |          |
|-----|---------------------------|-----|----------|
| a). | limited by the Parliament | c). | absolute |
|-----|---------------------------|-----|----------|

|     |                        |     |           |
|-----|------------------------|-----|-----------|
| b). | limited by the Cogress | d). | not legal |
|-----|------------------------|-----|-----------|

29. The flag of the United Kingdom is called \_\_\_\_\_.

|     |                                     |     |               |
|-----|-------------------------------------|-----|---------------|
| a). | Union James                         | c). | Union Jack    |
| b). | The Stars and Stripes and old Glory | d). | Union Kingdom |

30. The House of Lords of the British Parliament is presided by \_\_\_\_\_.

|     |                    |     |                     |
|-----|--------------------|-----|---------------------|
| a). | the Prime Minister | c). | The Monarch         |
| b). | the Speaker        | d). | the Lord Chancellor |

31. The system, established by the American Constitution, which is meant to prevent any branches of Government from having too much power, is called “the system of checks and \_\_\_\_\_.”

|     |        |     |          |
|-----|--------|-----|----------|
| a). | vetoos | c). | bills    |
| b). | funds  | d). | balances |

32. Parliamentary elections in Britain must be held every \_\_\_\_\_.

|     |         |     |         |
|-----|---------|-----|---------|
| a). | 3 years | c). | 5 years |
| b). | 4 years | d). | 6 years |

33. The British Parliament and the monarch only meet together on symbolic occasions such as the coronation of a new monarch or the opening of Parliament. In reality, only one of the three has true power – it is the \_\_\_\_\_.

|     |                  |     |          |
|-----|------------------|-----|----------|
| a). | House of Lords   | c). | Monarch  |
| b). | House of Commons | d). | Congress |

34. According to the British Law, at the age of 14 the person \_\_\_\_\_.

|     |   |     |   |
|-----|---|-----|---|
| a). | can drive motorbike                         | c). | can get married                             |
| b). | is legally “young person” and not a “child” | d). | is allowed in bars but not to drink alcohol |

35. The Constitution of the United States of America consists of the Preamble and \_\_\_\_\_.

|     |            |     |             |
|-----|------------|-----|-------------|
| a). | 7 articles | c). | 9 articles  |
| b). | 8 articles | d). | 10 articles |

36. The American Constitution says that a Senator must be at least \_\_\_\_\_.

|     |              |     |              |
|-----|--------------|-----|--------------|
| a). | 20 years old | c). | 40 years old |
| b). | 30 years old | d). | 21 years old |

37. The main principle underlying the American Constitution was: “private property is the backbone of liberty”. It was put forward by the man who is known as the “Father of the Constitution”. What was his name?

|     |                   |     |               |
|-----|-------------------|-----|---------------|
| a). | Benjamin Franklin | c). | James Madison |
| b). | Robert E. Lee     | d). | Samuel Wilson |

38. In Great Britain, people may be employed part-time at the age of \_\_\_\_\_.

|     |    |     |    |
|-----|----|-----|----|
| a). | 12 | c). | 14 |
| b). | 13 | d). | 15 |

39. In the UK, the Monarch opens the new session of the Parliament each \_\_\_\_\_.

|     |        |     |        |
|-----|--------|-----|--------|
| a). | summer | c). | autumn |
| b). | winter | d). | spring |

40. In the UK, the Prime Minister chooses about 20 Members of Parliament of \_\_\_\_\_ to become Cabinet Ministers.

|     |                  |     |                  |
|-----|------------------|-----|------------------|
| a). | his or her party | c). | opposite party   |
| b). | all parties      | d). | two main parties |

41. The police in Britain is known as ‘bobbies’, but there are also other nicknames. Which of these nicknames DOESN’T refer to the British police?

|     |        |     |        |
|-----|--------|-----|--------|
| a). | ‘fuzz’ | c). | ‘pigs’ |
| b). | ‘cops’ | d). | ‘dogs’ |

42. The Old Bailey in London is the \_\_\_\_\_.

|     |        |     |                        |
|-----|--------|-----|------------------------|
| a). | prison | c). | Central Criminal Court |
|-----|--------|-----|------------------------|

|     |                |     |                  |
|-----|----------------|-----|------------------|
| b). | Ballet theatre | d). | department store |
|-----|----------------|-----|------------------|

43. Which of the functions IS NOT a function of the UK Parliament?

|     |  |     |                              |
|-----|--|-----|------------------------------|
| a). | making laws                                  | c). | examining government policy  |
| b). | representing the nation in political matters | d). | debating political questions |

44. The Metropolitan Police has three other main divisions except Criminal Investigation Department. What branch IS NOT included in this system?

|     |                 |     |                |
|-----|-----------------|-----|----------------|
| a). | Traffic Wardens | c). | Police Dogs    |
| b). | River Police    | d). | Mounted Branch |

45. The law is a set of rules that \_\_\_\_\_ make to follow by the people.

|     |            |     |                    |
|-----|------------|-----|--------------------|
| a). | Presidents | c). | the Prime Minister |
| b). | states     | d). | the UK Monarch     |

46. The courts and police punish people who \_\_\_\_\_ the laws, such as by making them pay a penalty.

|     |        |     |             |
|-----|--------|-----|-------------|
| a). | follow | c). | break       |
| b). | make   | d). | do not know |

47. An activity is \_\_\_\_\_ if it breaks a law or does not follow the laws.

|     |         |     |               |
|-----|---------|-----|---------------|
| a). | legal   | c). | of the police |
| b). | illegal | d). | private       |

48. The aim of law is to regulate the conduct of humans in \_\_\_\_\_.

|     |            |     |          |
|-----|------------|-----|----------|
| a). | contracts  | c). | Congress |
| b). | Parliament | d). | society  |

49. \_\_\_\_\_ is a formal process during which legal disputes are resolved.

|     |       |     |              |
|-----|-------|-----|--------------|
| a). | Court | c). | Litigation   |
| b). | Judge | d). | The contract |



50. \_\_\_\_\_ is the social norm and the system of rules that a particular country or community recognizes as regulating the actions of its members and may enforce by the imposition of penalties.

|     |              |     |                         |
|-----|--------------|-----|-------------------------|
| a). | The law      | c). | The Metropolitan Police |
| b). | The contract | d). | The bilateral contract  |

**Task 26.** *For your information.*

## CONTRACT 1

### Преамбула

Договор контрактации сельскохозяйственной продукции

Г. Красноярск, 27 октября 2023 года

Мы:

\_\_\_\_\_, в лице \_\_\_\_\_, именуемого в дальнейшем Производитель, с одной стороны

И

\_\_\_\_\_, в лице \_\_\_\_\_, именуемого в дальнейшем Заготовитель, с другой стороны

Заключили настоящий договор о нижеследующем:

### Предмет

В соответствии с настоящим соглашением Производитель производит и передает Заготовителю мясную продукцию за оговоренную договором цену.

Характеристики, количество и ассортимент товара указаны в приложениях к договору.

Цена договора определяется Продавцом в день отгрузки товара.

Срок передачи продукции – до \_\_\_\_\_.

### Права и обязанности сторон

#### Производитель вправе:

Требовать своевременной оплаты произведенной и переданной им в пользу Заказчика сельскохозяйственной продукции.

#### Производитель обязуется:

Произвести и предоставить товар в оговоренном количестве и ассортименте.

Предоставить товар в сроки, установленные настоящим договором.

Предоставить все необходимые документы на отчуждаемую продукцию.

Надлежащим образом исполнять обязательства по настоящему соглашению.

**Заготовитель вправе:**

Требовать предоставления указанного в настоящем соглашении товара в сроки, оговоренные сделкой.

**Заготовитель обязуется:**

Предоставить необходимые приспособления для транспортировки товара.

За свой счет и своими силами произвести поставку товара.

Произвести оплату товара в сроки, оговоренные настоящим договором.

Надлежащим образом исполнять свои обязательства в соответствии с настоящим соглашением.

**Ответственность сторон**

Стороны несут материальную ответственность за неисполнение или ненадлежащее исполнение своих обязательств по настоящему соглашению.

В случае просрочки предоставления Заказчику сельскохозяйственной продукции, Производитель выплачивает пени в размере 0.5% от цены товара за каждый просроченный день.

Производитель не несет ответственности, если обязательства не были выполнены, или были выполнены ненадлежащим образом вследствие непреодолимой силы.

Производитель не несет ответственности за неисполнение или ненадлежащее исполнение обязательств, если эти обязательства не выполнены по вине Заготовителя.

Заготовитель несет ответственность за несвоевременную оплату товара.

В случае просрочки оплаты товара, Заготовитель уплачивает пени в размере \_\_\_\_\_ от стоимости сельскохозяйственной продукции за каждый просроченный день.

**Форс-мажорные ситуации**

Стороны не несут ответственности за неисполнение или ненадлежащее исполнение обязательств по настоящему договору если докажут, что эти обязательства не выполнены вследствие непреодолимой силы.

Сторона, которая не может исполнить свои обязательства вследствие непреодолимой силы обязана уведомить об этом Контрагента в течение одного календарного дня.

### **Порядок разрешения споров**

В случае возникновения каких-либо споров, стороны разрешают их путем переговоров.

Если же в процессе переговоров стороны не пришли к компромиссу, споры разрешаются в судебном порядке.

### **Юридические адреса и подписи сторон**

## **CONTRACT 2**

### **Преамбула**

Договор консигнации без права возврата товара

Город Сочи 11 апреля 2023 года

ООО «EL Librone», в лице генерального директора Хесуса Фабера, действующего на основании Устава общества, именуемый в дальнейшем Консигнант

И

ООО «Шишки», в лице генерального директора Жёлтышева Алексея Алексеевича, действующего на основании Устава общества, именуемый в дальнейшем Консигнатор

Заключили настоящий договор о нижеследующем:

### **Предмет**

В соответствии с настоящим соглашением Консигнант организывает поставку товара на определенную договором территорию для последующей его реализации Консигнатором.

Характеристики поставляемого товара содержатся в приложении 1 к настоящему соглашению.

Товар, поставляемый на территорию реализации, возврату не подлежит.

Срок действия настоящего соглашения составляет 12 месяцев с момента поставки товаров для реализации.

Товар, поставленный Консигнантом, предназначен для реализации на территории Российской Федерации.

Консигнант гарантирует качество товара, поставляемого в адрес Консигнатора.

Товар поставляется в надлежащем виде, в предназначенной упаковке с маркировкой.

### **Цена договора**

Стоимость товаров, поставляемых Консигнантом, оценивается в 15000000 (Пятнадцать миллионов) рублей 00 копеек.

Оплата осуществляется в течение 21 (Двадцати одного) календарного дня после предъявления счета.

Выплата производится безналичным переводом финансовых средств на счет Консигнанта в полном объеме.

### **Права и обязанности сторон**

Консигнант вправе:

- Требовать оплаты согласно срокам, установленным в разделе о цене договора.
- Требовать реализации товара на установленной договором территории.
- Требовать надлежащего исполнения обязательств Консигнатора в соответствии с положениями настоящего соглашения.

Консигнант обязуется:

- Осуществить поставку товара в надлежащем виде.
- Предоставить Консигнатору качественный товар для последующей реализации.
- Оплатить расходы Консигнатора, связанные с реализацией товара.
- Выполнять свои обязательства в соответствии с настоящим договором.

Консигнатор вправе:

- Требовать своевременной поставки товара для дальнейшей реализации.
- Требовать надлежащего исполнения обязательств Консигнанта в соответствии с разделами настоящего соглашения.

Консигнатор обязуется:

- Осуществить приемку товаров, произвести их страхование.
- Осуществлять хранение товаров до осуществления продажи.
- Составлять и выслать в адрес Консигнанта отчеты о реализации товаров.
- Осуществить продажу товара лицу, которое будет заниматься его продажей впоследствии.
- Исполнять свои обязательства в строгом соответствии с пунктами соглашения.

### **Заключительные положения**

- Все споры и разногласия решаются путем переговоров или в Арбитражном суде города Сочи.
- Договор вступает в силу с момента его подписания контрагентами.

### **Юридические адреса и реквизиты сторон**

## **CONTRACT 3**

### **Преамбула**

Г. Красноярск 12 сентября 2023 года

Договор купли-продажи трактора

Мы:

ООО «Техника», в лице генерального директора Афанасьева Даниила Александровича, именуемого в дальнейшем Продавец с одной стороны

И

Панченко Федор Петрович, 01.01.1995 года рождения проживающий по адресу Красноярский край, город Красноярск, улица Ленина, дом 333, квартира 444, паспорт ХХХХ ХХХХХХ, выдан отделом УФМС России по Красноярскому краю в городе Красноярск 01.01.2015, именуемый в дальнейшем Покупатель с другой стороны заключили настоящий договор о нижеследующем:

### **Предмет**

Продавец передает в собственность Покупателю следующее транспортное средство: трактор марки Петра-ЗСТ К-7011, состоящий из двух полу рам, год выпуска 2000, двигатель номер 2985764, вид топлива – дизель, цвет желтый, номер кузова 8476А.

Собственником трактора является Продавец согласно свидетельству о регистрации права собственности.

Отчуждаемое транспортное средство не принадлежит третьим лицам по праву собственности, не находится в залоге или под арестом.

### **Цена договора**

Трактор отчуждается в собственность Покупателя за денежную сумму в размере 950000 (Девятисот пятидесяти) тысяч рублей 00 копеек. Порядок выплаты осуществляется путем безналичного перевода денежных средств разовым платежом в полном объеме на банковский счет Продавца в момент подписания соглашения.

### **Права и обязанности сторон**

#### **Продавец вправе:**

Требовать своевременной выплаты по настоящему договору с момента заключения соглашения.

**Продавец обязуется:**

Передать транспортное средство в собственность Покупателю за оговоренную плату.

Предоставить транспортное средство, которое соответствует характеристикам, указанным в тексте документа в надлежащем состоянии

В случае наличия скрытых дефектов и недостатков мотоцикла, сообщить о них Покупателю.

Исполнять свои обязательства в строгом соответствии с настоящим договором.

**Покупатель вправе:**

Требовать передачи права собственности на отчуждаемый объект с момента подписания настоящего соглашения.

**Покупатель обязуется:**

Своевременно выплатить денежную сумму в пользу продавца в размере, установленном настоящим соглашением.

Принять транспортное средство, которое соответствует заявленным характеристикам.

Исполнять свои обязательства в строгом соответствии с настоящим договором.

**Ответственность сторон**

Стороны несут материальную ответственность в случае неисполнения или ненадлежащего исполнения обязательств по настоящему договору.

Продавец несет ответственность за недостатки отчуждаемого объекта в случае их выявления после подписания соглашения.

Если эти недостатки были оговорены сторонами, продавец ответственности не несет.

**Разрешение споров**

Все возникшие разногласия по поводу исполнения своих обязательств по договору разрешаются путем переговоров между сторонами.

В случае если в процессе переговоров стороны не пришли к общему выводу, споры будут разрешаться в судебном порядке.

**Реквизиты и подписи сторон**

## **Преамбула**

Договор купли-продажи зерна

Город Тобольск 4 декабря 2023 года

Константинов Сергей Михайлович, паспортные данные: серия 2222 номер 222222, выдан УМВД России по Тюменской области в городе Тобольск 19.11.2022 года, зарегистрированный по адресу: Тюменская область, город Тобольск, улица Красноармейская 17Г, квартира 76, именуемый в дальнейшем «Продавец», с одной стороны

и

Криволапов Андрей Игоревич, паспортные данные: серия 2222 номер 222222, выдан УМВД России по Тюменской области в городе Тобольск 14.11.2022 года, зарегистрированный по адресу: Тюменская область, город Тобольск, улица Новосёлова 16Г, квартира 86, именуемый в дальнейшем «Покупатель», с другой стороны

заключили настоящий договор о нижеследующем:

## **Предмет**

Согласно условиям заключаемого соглашения, Продавец отчуждает в собственность Покупателя следующее зерно:

Пшеница дробленая;

Овёс дробленый.

Информация о количестве, весе и стоимости указанного зерна содержится в приложении 1 к настоящему соглашению.

## **Порядок передачи зерна**

Согласно условиям настоящего соглашения, Покупатель осуществляет прием зерновой продукции по адресу, заявленному Продавцом.

На месте приема-передачи зерновой продукции сторонами составляется передаточный акт.

В момент передачи товара качество зерна должно соответствовать заявленным в приложении 1 характеристикам.

## **Порядок оплаты**

Оплата может осуществляться в безналичном и наличном виде, а также в момент передачи товара, или же в иной промежуток времени.

Примерный образец раздела выглядит следующим образом:

В соответствии с заключаемым соглашением расчеты между сторонами производятся в наличной форме.

Денежные средства передаются Продавцу в момент подписания договора и составления передаточного акта.

В случае, если характеристики зерна не соответствуют информации, которая прописана в приложении 1, Покупатель вправе не заключать договор.

Сумма выплаты указана в содержании приложения 1 к настоящему договору.

### **Реквизиты и подписи сторон**

## **CONTRACT 5**

Договор купли-продажи зернохранилища

г. Тверь 29 августа 2023 года

Павлов Николай Александрович, паспорт: \_\_\_\_\_

\_\_\_\_\_, выдан \_\_\_\_\_, зарегистрированный по адресу \_\_\_\_\_,

именуемый далее «Продавец», с одной стороны

и

ООО «Зерно», в лице директора Герасимова Виктора Андреевича, действующего на основании Устава,

именуемый далее «Покупатель», с другой стороны

заключили настоящее соглашение о нижеследующем:

### **Предмет**

Продавец передает, а Покупатель приобретает в собственность следующее имущество: зернохранилище, расположенное по адресу \_\_\_\_\_;

Площадь зернохранилища составляет \_\_\_\_\_;

Характеристики объекта, отчуждаемого в собственность продавца:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Имущество, указанное в содержании настоящего соглашения, не является предметом залога, спора и не принадлежит третьим лицам по праву собственности;

Продавец выступает единоличным собственником имущества, отчуждаемого в пользу Покупателя.

### **Цена договора**

Цена объекта (зернохранилища), отчуждаемого в собственность Покупателя, составляет \_\_\_\_\_ рублей;



Выплата по договору проводится в \_\_\_\_\_ виде;

Срок, в который Покупатель обязуется произвести выплату, составляет \_\_\_\_\_.

### **Права и обязанности**

#### **Продавец вправе:**

Требовать от Покупателя оплаты отчуждаемого имущества в порядке и сроки, предусмотренные настоящим договором.

#### **Продавец обязуется:**

Передать в собственность Покупателя имущество, указанное в содержании настоящего соглашения;

Передать в собственность покупателя всю необходимую документацию, которая относится к отчуждаемому объекту;

Обеспечить соответствие отчуждаемого имущества характеристикам, указанным в содержании заключаемого соглашения.

#### **Покупатель вправе:**

Требовать передачи в собственность объекта, указанного в содержании заключаемого договора;

Требовать предоставления всей документации, которая относится к отчуждаемому Продавцом имуществу;

Требовать соответствия отчуждаемого объекта заявленным в договоре характеристикам.

#### **Покупатель обязуется:**

В порядке и сроки, предусмотренные настоящим соглашением, произвести оплату принимаемого в собственность имущества.

### **Реквизиты и подписи сторон**

## WORD-LIST

|   |  |
|---|--|
| a legally formed contract                     | юридически оформленный договор   |
| (proper) remedy                               | (надлежащее) средство защиты   |
| a party to a contract                         | сторона в договоре   |
| a proper understanding                        | правильное понимание   |
| a standard warranty                           | стандартная гарантия   |
| acceptance                                    | акцепт, принятие, согласие, акцептование   |
| alteration of the contract                    | изменение договора   |
| ambiguity                                     | неопределённость, неясность; двусмысленность   |
| bankruptcy                                    | банкротство  |
| bilateral or two-sided contract               | двусторонне обязывающий договор  |
| bound by the terms and conditions             | связанный положениями и условиями  |
| breaching party                               | сторона, нарушившая обязательства  |
| capacity                                      | правоспособность; дееспособность   |
| certainty                                     | несомненный факт   |
| compensatory damages                          | компенсационные убытки   |
| consideration                                 | встречное удовлетворение компенсация; вознаграждение; возмещение                     |
| contract by deed                              | договор за печатью   |
| contract enforcement                          | обеспечение соблюдения договора; принудительное исполнение договора; правоприменение |
| contract formation                            | заключение договора  |
| contract performance                          | исполнение, выполнение договора  |
| contracts for sexual services                 | контракты на сексуальные услуги  |
| counter-offer                                 | встречная оферта (предложение)   |
| declaration of war                            | объявление войны   |
| discharge by performance                      | расторжение договора путем исполнения  |
| discharge of a contract                       | исполнение договора; прекращение обязательств по договору                            |
| discharge of a contract by breach of contract | расторжение договора в связи с нарушением договора                                   |

|  |  |
|--|--|
| discharge of a contract by frustration         | расторжение договора вследствие последующей невозможности исполнения, (фрустрации (утраты договором своего смысла) |
| discharge of a contract by lapse of time       | расторжение договора по истечении срока  |
| discharge of a contract by mutual agreement    | расторжение договора по взаимному соглашению   |
| discharge of a contract by operation of law    | расторжение договора в силу закона   |
| dishonesty                                     | бесчестное поведение, обман  |
| due to clearly defining terms of the agreement | благодаря четко прописанным условиям договора  |
| enforceable contract                           | договор, имеющий исковую силу; могущий быть принудительно осуществлённым в судебном порядке                        |
| essential elements of a contract = essentials  | основные, существенные элементы /условия договора  |
| exchange of money for goods or services        | обмен денег на товары или услуги   |
| executed contract                              | исполненный договор  |
| executory contract                             | исполняемый договор (подлежащий исполнению в будущем)  |
| expiration of the offer                        | истечение срока действия оферты (предложения)  |
| express contract                               | сформулированный договор (четко фиксирующий обязанности и намерения сторон)  |
| financial loss                                 | финансовые убытки  |
| forbearance                                    | воздержание (от каких-л. действий)   |
| fraud  | обман; мошенничество   |
| fraud or misrepresentation                     | мошенничество или введение в заблуждение   |
| full performance of a contract                 | полное выполнение договора   |
| immoral and against public policy              | аморальный и против государственной политики   |
| implied contract                               | подразумеваемый договор (признается)   |

|                                      |   |
|--------------------------------------|---|
|                                      | законом на основании поведения и намерений сторон)                                |
| in case of a dispute                 | в случае спора  |
| in essence                           | по сути   |
| in exchange for                      | в обмен на  |
| in return                            | взамен  |
| incapacitated                        | нетрудоспособный  |
| injunction                           | судебный запрет   |
| intention                            | намерение   |
| intention                            | намерение, стремление, цель   |
| intoxicated people                   | люди, находящиеся в состоянии (наркотической) интоксикации; в состоянии опьянения |
| invitation to treat                  | предложение делать оферты, вступать в деловые отношения                           |
| lack of legal element                | отсутствие юридического элемента  |
| legal ability                        | дееспособность  |
| legal age                            | совершеннолетие   |
| legal disability                     | недееспособность; неправопоспособность  |
| legal entity = legal personality     | юридическое лицо  |
| legal purpose                        | правовая цель   |
| legal remedies                       | средства правовой защиты  |
| legality                             | законность,   |
| legally binding contract/ agreement  | юридически обязательный договор   |
| legally bound in a contract          | юридически связанный договором  |
| liquidated damages                   | заранее оцененные убытки  |
| litigation                           | судебный спор, процесс  |
| lost profits                         | упущенная выгода  |
| meeting of the minds = mutual assent | взаимное согласие   |
| mental capacity                      | умственные способности, дееспособность  |
| mental distress                      | моральный ущерб   |
| mental incapacity or mental illness  | умственная отсталость или психическое заболевание                                 |
| minors                               | несовершеннолетние  |

|                                      |   |
|--------------------------------------|---|
| minors                               | несовершеннолетние  |
| monetary                             | денежный  |
| namely = i.e. = that is              | а именно, то есть   |
| natural disaster                     | природная катастрофа  |
| non-breaching party = injured party  | сторона, не нарушающая обязательства                              |
| non-compete clause                   | положение о неконкуренции   |
| obligation = promise                 | обязательство   |
| offer                                | оферта (предложение)  |
| offer limited in time                | оферта (предложение), ограниченное во времени                     |
| offeree                              | адресат оферты (лицо, которому направляется оферта (предложение)) |
| offeror                              | оферент; лицо, делающее предложение                               |
| original offeree                     | первоначальный адресат оферты                                     |
| original offeror                     | первоначальный оферент  |
| outstanding obligation               | неисполненное обязательство                                       |
| period of limitation                 | срок исковой давности   |
| promise of a gift, free service      | обещание подарка, бесплатного обслуживания                        |
| proposal                             | предложение   |
| punitive damages                     | штрафные санкции  |
| purchase contract                    | договор купли-продажи   |
| reason                               | причина   |
| receiving party                      | принимающая сторона   |
| rescission                           | расторжение, прекращение  |
| revocation of the offer              | отзыв оферты (предложения)  |
| simple contract or informal contract | простой договор, договор не в форме документа за печатью,         |
| sound mind                           | здравомыслящий  |
| specific performance                 | исполнение в натуре, реальное исполнение                          |
| state intervention                   | государственное вмешательство                                     |
| subject-matter of the contract       | предмет договора  |
| tenancy agreement or lease agreement | договор аренды  |

|  |   |
|--|---|
| tenant/landlord  | (квартиро)съемщик/ арендодатель                             |
| termination of the contractual relations                     | прекращение договорных отношений                            |
| terms of the agreement                                       | условия договора  |
| terrorist attack   | террористический акт  |
| the child's guardian or tutor                                | опекун или воспитатель ребенка                              |
| the rights and obligations of the parties under the contract | права и обязанности сторон по договору                      |
| the sale of land contract                                    | договор продажи земли                                       |
| to accept an offer   | принимать, соглашаться, акцептовать<br>оферту (предложение) |
| to act on behalf of the child                                | действовать от имени ребенка                                |
| to award damages   | присуждать возмещение ущерба                                |
| to be made aware of  | быть в курсе  |
| to breach = to violate a contract                            | нарушать договор  |
| to breach the contract                                       | нарушать контракт   |
| to cancel an agreement                                       | расторгнуть соглашение                                      |
| to change mind   | передумать  |
| to change the offer terms                                    | изменить условия предложения                                |
| to communicate an intention                                  | сообщить о намерении  |
| to compete with the other party                              | конкурировать с другой стороной                             |
| to confirm acceptance  | подтвердить принятие  |
| to create a contractual situation                            | создать договорную ситуацию                                 |
| to create obligations  | создавать обязательства                                     |
| to define the terms of a potential contract                  | определить условия потенциального договора                  |
| to demonstrate willingness                                   | продемонстрировать готовность                               |
| to destroy   | уничтожить, лишить юридической силы                         |
| to die   | умирать   |
| to enforce   | осуществлять, приводить в исполнение                        |
| to enter into a bilateral contract                           | заключить двусторонний договор                              |
| to enter into a contract                                     | заключить договор   |
| to exchange  | обменяться  |

|   |  |
|---|--|
| to exchange something of value                | обменяться чей-либо ценным                   |
| to execute = to perform= fulfill              | исполнить (обязательство, договор)           |
| to expire or to lapse                         | истекать или истечь (о сроке)                |
| to fail to do smth                            | не сделать ч-л.                              |
| to gain a benefit                             | получить выгоду                              |
| to imply                                      | подразумевать                                |
| to initiate the contracting process           | инициировать процесс заключения договора     |
| to list a car for sale online                 | выставить автомобиль на продажу онлайн       |
| to make a contract                            | заключить договор                            |
| to make a promise                             | обещать; обязываться                         |
| to make an offer                              | сделать предложение                          |
| to make an offer to purchase                  | сделать предложение о покупке                |
| to make the evidence of the contract in court | засвидетельствовать договор в суде           |
| to negotiate the terms                        | вести переговоры; договариваться об условиях |
| to occur = to happen                          | иметь место, случаться; происходить          |
| to perform certain obligations in return      | выполнять определенные обязательства взамен  |
| to perform promises                           | выполнять обещания / обязательства           |
| to prevent from understanding                 | мешает понять                                |
| to promise to give, to promise to do          | обещать дать, обещать сделать                |
| to properly assess the benefits and risks     | правильно оценить преимущества и риски       |
| to protect individuals against abuse          | защищать людей от злоупотреблений            |
| to provide consideration                      | обеспечить встречное удовлетворение          |
| to provide rights                             | предоставлять права                          |
| to receive an offer                           | получить предложение                         |
| to recover a debt                             | взыскать долг                                |
| to recover real property                      | обратить взыскание на недвижимое имущество   |

|  |  |
|--|--|
| to reject an offer                           | отклонить предложение  |
| to resolve                                   | решать, определять   |
| to revoke the offer = to take the offer back | отозвать предложение   |
| to seek remedies for the breach in court     | обращаться в суд для получения средств судебной защиты за нарушение контракта  |
| to sell illegal drugs                        | продавать нелегальные наркотики  |
| to sign                                      | подписывать (документ)   |
| to sign the contract                         | подписать контракт   |
| to take responsibility for the actions       | брать на себя ответственность за действия  |
| to witness                                   | быть свидетелем при оформлении документа, заверять (документ)  |
| under any legal disability                   | при наличии какой-либо юридической недееспособности  |
| under the influence of drugs or alcohol      | под воздействием наркотиков или алкоголя   |
| unenforceable contract                       | не могущий быть принудительно осуществлённым в исковом порядке   |
| unforeseen circumstances                     | непредвиденные обстоятельства  |
| unilateral contract                          | односторонний договор  |
| valid / validity                             | действительный / действительность, законность  |
| verbal or oral contract                      | устный договор   |
| void contract                                | ничтожный, недействительный договор (признанный таковым судом и не имеющий юридической силы)                             |
| voidable contract                            | оспоримый договор (который может быть признан судом недействительным по иску любой из сторон в силу определенных причин) |
| voluntarily intoxicated                      | добровольно в состоянии алкогольного опьянения   |
| written contract                             | письменный договор   |
| written instrument                           | письменный документ  |



## ЗАКЛЮЧЕНИЕ

Использование учебного пособия «Английский язык для юристов (продвинутый уровень)» для обучающихся по направлению подготовки 40.03.01 направлено на успешное овладение дисциплиной, помогает в формировании и совершенствовании универсальной компетенции (УК-4).

Изучение материалов учебного пособия способствует самостоятельному применению приобретенных навыков в разнообразных ситуациях межкультурного и профессионального иноязычного общения. Пособие также способствует более полному формированию профессиональных компетенций в сферах нормотворческой, правоприменительной, правоохранительной и экспертной деятельности.

## ЛИТЕРАТУРА

1. Англо-русский словарь юридических терминов / под редакцией Л.Д. Дегтяревой. – Москва: Проспект, 2020. – 216 с.
2. Айснер Л.Ю. Иностраный язык в сфере юриспруденции [Электронный ресурс]: учебное пособие по английскому языку / Л.Ю. Айснер, С.В. Бершадская, М.Е. Слива; Красноярский государственный аграрный университет. – Красноярск, 2023. – 274 с.
3. Английский язык в сфере криминалистики национальной безопасности / В.Б. Ширшиков [и др.]. – Москва: МИИТ, 2016. – 99 с.
4. Бершадская, С.В. Английский язык для УГС 40.00.00 / С.В. Бершадская, Л.Ю. Айснер; Красноярский государственный аграрный университет. – Красноярск, 2017.
5. International Legal English +3(CD). Amy Krois-Linder and Translegal. Cambridge University Press. 2013.
6. The Lawyer's English Language Coursebook +1 CD, Catherine Mason, Global Legal English Ltd. England, 2013.
7. Contract Law. Key Facts. Key Cases. Turner Chris, Routledge, Taylor and Francis Group. London and New York. 2014.
8. Practice Papers For TOLES Foundation and Higher. Practice Book One. The World's Leading Legal English Exam. Global Legal English Ltd. England, 2013.
9. Practice Papers For TOLES Foundation and Higher. Practice Book Two. The World's Leading Legal English Exam. Global Legal English Ltd. England, 2014.
10. The Law Dictionary for Everyone // URL: <https://legaldictionary.net/contract-law/>

### Дополнительная литература

1. Absolute Legal English. English for International law +1 CD. Helen Callanan and Lynda Edwards. DELTA Publishing. 2010.
2. Black's Law Dictionary, 1st ed. — St. Paul: «West Publishing Co.», 1991. — 1253 p.
3. Check Your English Vocabulary for Law Rawdon Wyatt A&C Black Publishers Ltd. London, 2006.
4. English Legal System. Stephen R. Wilson. Blackstone Press Limited, 1996.
5. Introduction to International Legal English. A course for class-

room or self-study use +2(CD), Amy Krois-Linder, Matt Firth and Translegal, Cambridge University Press, 2008.

6. Legal English. William R. McKay, Helen E. Charlton. Pearson Education Limited. 2005.

7. Rupert Haigh, Legal English. The Taylor & Francis e-Library, 2009

8. Rupert Haigh. Oxford Handbook of Legal Correspondence. Oxford University Press. 2006.

9. Sannikov N. English law of contract. Textbook for translators and students of law. R. Valent, Moscow, 2010.

# АНГЛИЙСКИЙ ЯЗЫК ДЛЯ ЮРИСТОВ (ПРОДВИНУТЫЙ УРОВЕНЬ)

*Учебное пособие*

ГОЦКО Лариса Георгиевна  
БЕРШАДСКАЯ Светлана Вячеславовна  
АЙСНЕР Лариса Юрьевна

*Редактор*  
О.Ю. Кухарева

*Электронное издание*

Подписано в свет 26.11.2024. Регистрационный номер 39  
Редакционно-издательский центр Красноярского государственного аграрного университета  
660017, Красноярск, ул. Ленина, 117  
e-mail: rio@kgau.ru