

CONCEPT AND TYPES OF DEALS

KHRYSTYNA PIEKH, student

LILIYA KUZNETSOVA, Associate Professor, PhD in Philology, Language Adviser

Lviv National University named after Ivan Franko

Recently, the tendency to increase the value of the deals, characteristic of all modern civil law, has become manifest in increasing rates. This phenomenon is primarily due to the radical restructuring of the state's economic system, namely the recognition of private property.

According to Article 202 of the Civil Code of Ukraine «The deal is the action of a person who seeks to acquire, change or terminate civil rights and obligations.»

An integral part of market relations is the deal - the most widespread legal fact, with which the law links the emergence, change and termination of civil legal relations. In the system of such legal facts, deals occupy a special place differing among them by certain features.

The deals are voluntary acts aimed at achieving a certain legal result. On this basis, the transactions differ from such types of legal facts as events occurring and creating legal consequences irrespective of the will of the subjects of civil law.

The deals are always acts of the subject of civil relations, which are legally equal. In this way they differ from administrative acts (acts of management), which issue bodies of state power and administration, acting as subjects of public law.

The deal is always a lawful act. Civil law provides for a presumption of the lawfulness of an act, according to which it is lawful, if its invalidity is not directly established by law or if it is not declared invalid by the court.

The deals are always aimed at achieving a certain legal result (the legal consequences that occur in the person when committing an act), which consists in acquiring, changing or terminating civil rights and obligations.

The deals mediate the dynamics of civil legal relations between different subjects of civil law. On this basis, they differ from such types of legal facts as acts of civil status

Although for all deals certain common features are characteristic - this does not exclude the possibility of classifying transactions for certain types.

Depending on the number of parties whose expression of will is required to complete the transaction:

- unilateral deals – this is the action of one side, which may be represented by one or more persons;

- bilateral and multilateral – concerted action of two or more (multilateral) parties requires the expression of two.

Depending on the presence of the counterparty's duty to provide one other party with some kind of benefit to the other party:

- payable deals;

- non-payable deals.

Depending on the moment at which the transaction is considered to be committed (Article 640 of the Civil Code of Ukraine):

- consensus deals – are considered to be committed if the parties in the proper form have reached agreement on all essential terms of the contract;

- real deals – committed from the moment of transfer of the corresponding property or commission of action.

Separation of the deals depending on the term:

Term: postponement (the moment from which the validity takes effect);

cancellation (it is determined by the moment from which the action is lost);

indefinite: (the moment from which the action is not indicated).

Contractual acts (Article 212 of the Civil Code of Ukraine). Persons committing the deals have the right to determine the offensive or change of rights and obligations by a circumstance unknown to it whether it will come or not (postponement).

The persons who carry out the transaction have the right to make the termination of rights and obligations subject to circumstances unknown to them whether it will come or not (a cancellation).

Philadeline deals – the deals based on a particularly trusting relationship between actors who commit them.

HUMANIZATION OF INTERNATIONAL HUMANITARIAN LAW: EVOLUTION UNDER THE INFLUENCE OF INTERNATIONAL HUMAN RIGHTS OR SELF-DEVELOPMENT?

IVANNA POHULIANYK, student

KSENIA V. NESTERENKO, Associate Professor, PhD in Philology

Yaroslav Mudryi National Law University

At different times, different philosophers defined the concept of IHL in different ways. IHL is an embodiment of Benthamite desire of reducing human suffering in war, the latter in a more Kantian notion it is a respect for individuals and their human dignity. The humanitarian impulse to temper war's cruelty is ancient—it can be found in the Seven Military Classics of ancient China as well as in Western texts as far back as Cicero and even the Iliad. But IHL in its contemporary form did not really launch until the mid-nineteenth century with the formation of the International Committee of the Red Cross (ICRC).

“International humanitarian law is a set of rules which seek, for humanitarian reasons, to limit the effects of armed conflict. It protects persons who are not or are no longer participating in the hostilities and restricts the means and methods of warfare. International humanitarian law is also known as the law of war or the law of armed conflict”. This actual definition we can find on the site of ICRC.