

CONCLUSION OF A CONTRACT UNDER CIVIL LEGISLATION

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The object of this thesis is to analyze the procedure for concluding civil law contract in Ukraine as it has a huge meaning in our everyday life, so there shouldn't be any gaps, collisions in legislation, but even if there're some problems, a legislator must solve it in a proper way.

The Civil Code of Ukraine provides definition of contract, but, in my opinion, it is unsuccessful, because not every agreement acquires the features of a contract. So, I recommend making changes in the current legislation of Ukraine and enter this definition: "civil law contract is a legal act of two or more persons, which is based on their particular actions, expressed in free will, fixed in the form prescribed by law and aimed at achieving a single legal result, which consists in installation, change and termination of civil rights and obligations" [5].

As we know, a procedure for concluding contract includes two stages. The first stage is called an offer and the second is an acceptance. According to this, a party, which makes the offer to conclude the contract, is named offeror and other party, which accept this offer, is named acceptor. The contract is concluded when the offeror receives an acceptance from the acceptor, unless otherwise provided by civil law acts.

The offer is a proposal to conclude the contract, which is addressed to a clearly defined person. It must include all essential terms of the future contract and express consent offeror to be associated with such terms. Offer generates obligation for an offeror, which consists in conclusion the contract with the person that accept appropriate proposal from the moment it was received.

The second stage of a contract conclusion is the acceptance, as S. O. Borodovsky notes that is the expression of consent that person, to whom the offer is directed, about acceptance proposed terms and conclusion the contract between that parties on these terms. However, we should remember that offer and acceptance aren't unilateral agreements as many scientists consider. There are only constituent parts of a bilateral agreement – contract. The expression of will of one party (offeror) is aimed at receiving the expression of will another party (acceptor) in response, as a result of which arises common willed act (contract), which leads to the achievement of counter results, desired for them.

Furthermore, when you are concluding the contact there are certain peculiarities, which are established by the current civil law, namely when: receive the acceptance with a delay or answer to the proposal to conclude the contract on other terms, solving pre-contractual disputes and so on. For example, if the response on acceptance of the offer to conclude an agreement was sent in time but received with delay, a person that made the offer to conclude an agreement shall be

released from his or her respective obligations, provided he or she immediately notifies a person, whom the offer was addressed, about the delay in receiving the offer. Response received with delay shall be a new offer. However, upon consent of a person that made the offer the agreement may be deemed concluded regardless of the fact that the response to the offer to conclude the contract was received with delay.

A commercial contract is a type of civil law contracts by its nature and general provisions on contracts prescribed by current Civil Code of Ukraine apply to it. Today is necessary to enter the definition of commercial contract at the legislative level. I recommend definition like this: commercial contract is a legal act of two or more persons (at least one of them is the subject of entrepreneurship), which is based on their concerted actions, expressed in free will, fixed in the form prescribed by law and aimed at achieving a single legal result, which consists in installation, change and termination of commercial rights and obligations. This problem should be solved, because a clear legal definition of this concept in the legislation will promote to overcome legal gaps and collisions in civil legislation, allow us to avoid further difficulties, which arrives when we interpret some rules in the Ukrainian legislation. It also helps us to improve legal regulation of commercial relations at the present stage of development of market relations in society.

Moreover, the contract is concluded when its parties follow these conditions:

- 1) parties of the civil law contract reached consent about all essential terms of the contract;
- 2) parties reached that consent in the form prescribed by law (proper form);
- 3) parties of the commercial law contract must reach that consent in the procedure prescribed by law.

One of the ways to reconcile the content of the contract is the special procedure for the conclusion of the contract (auction, competition, exchange method). Procedure for concluding contract in these situations is more complicated than the two-stage general procedure (offer and acceptance). It is a legal structure, which consists in holding tenders (tender, auction) and concluding the contract according to their results.

To draw the conclusion, one can say that the contract plays very important role as a regulator of social relations and it has inalienable meaning in the vital functions of society and state. So, there is an urgent need in adapting the Ukrainian legislation to the European Union law, reforming legislative regulation of civil relations, preparing relevant conceptual approaches to its updating and codification of civil law in general.

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SOLON'S REFORMS

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In the history of Athenian statehood, the period VI - V centuries. B.C. marked by the large-scale reforms that led to the establishment of a democratic political regime in Attica. The reform activities of Solon, Klisfen and Pericles ensured the development of Athens, turning the policy into an advanced center of Ancient Greece. It should be noted that the process of reforms was accompanied by a permanent struggle between the tribal aristocracy and the demos, which ended with the victory of the demos. As a result of this struggle in Athens a slave-owning state arose in the form of a democratic republic. In the process of struggle of the people with the nobility it turned out that their forces were approximately equal. It was decided to choose the intermediary of the aisimnet, and entrust him with the management of the policy and the publication of new laws. To this end, as well as to conquer the island of Salamin in 594, Archon was chosen Solon.

The reform of Salon can be divided into economic and political. The main economic reform of the Salon was called seismic (the burden of assembly), that is, the cleaning of debt stones from the plots of the poor peasants. Taking a loan on a