**УО «БЕЛОРУССКИЙ ГОСУДАРСТВЕННЫЙ ЭКОНОМИЧЕСКИЙ УНИВЕРСИТЕТ»**

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**ENGLISH FOR STUDENTS MAJORING IN JURISPRUDENCE**

**Учебно-методическое пособие по профессионально ориентированному английскому языку**

**для студентов по специальности «Правоведение»**

**(специализации «Хозяйственное право» и «Правовое обеспечение внешнеэкономической деятельности») факультета права**

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Пособие состоит из четырех разделов и включает оригинальные тексты деловой профессиональной направленности и упражнении к ним.

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**BEFORE YOU BEGIN: ESSENTIAL WORDS**

Match the definitions on the left with the words on the right. Note that (a) there are more words than definitions, and (b) many of the words on the right can have more than one meaning, but only one of those meanings is in the column on the left.

|  |  |
| --- | --- |
| * 1. Money claimed by someone as compensation for harm done.
	2. To send someone to prison or to a court.
	3. An adjective referring to a judge or to the law.
	4. Not guilty of a crime.
	5. Any act which is not legal.
	6. A person who has studied law and can act for people on legal business.
	7. A disagreement or argument between parties.
	8. A specialist court outside the judicial system which examines special problems.
	9. A set of arguments or facts put forward by one side in a legal proceeding.
	10. An official who presides over a court.
	11. To make an allegation in legal proceedings.
	12. Someone who is accused of a crime in a criminal case.
	13. A person who makes a claim against someone in a civil court.
	14. An agreement reached after an argument.
	15. To hold someone legally so as to charge them with a crime.
	16. A case which is being heard by a committee, tribunal or court of law.
	17. To find that someone is guilty of a crime.
	18. Failure to carry out the terms of an agreement.
	19. To bring someone to court to answer a criminal charge.
	20. To ask a high law court to change its decision or sentence.
	21. To say that someone has committed a crime.
	22. Having the legal ability to force someone to do something.
	23. An adjective referring to the rights and duties of private persons or organisations.
	24. The arguments used when fighting a case.
	25. A legal agreement between two or more parties.
	26. An adjective referring to crime.
	27. A group of 12 citizens who decide whether or not someone is guilty in a trial.
	28. A written or spoken statement of facts which helps to prove or disprove something at a trial.
	29. To order someone to pay money as a punishment.
	30. A court order telling someone to stop doing something
 | appealarrestbindingbreachcasechargecivilclaimantcommitcontractconvictcourtcrimecriminaldamagesdefencedefendantdisputeevidencefineguiltyhearinginjunctioninnocentjudgejudicialjurylawyerlegaloffencepleadprosecutesentencesettlementtrialtribunal |

**UNIT I. TYPES OF LAW**

**KINDS OF LAW**

**I. Look at the following branches of law and decide what legal matters they may include. Compare your answers.**

e.g. Law of Contract: *formation and condition of a contract; who can make a contract; what happens if a contract is broken; how a contract comes to an end*

Family Law:

International Law:

Tort Law:

Criminal Law:

**What other categories of law are known to you?**

**What do you understand by private law and public law? Can you give an example of one branch of private law and one of public law?**

**II. Read the text paying attention to main idea.**

Law is a system of rules established by the state. The main aim of law is to consolidate and safeguard the social and state system and its economic foundation. The system of law consists of different categories of law.

Constitutional law is a leading category of the whole system of law. Its principal source is the country's Constitution. It deals with social structure, the state system, organization of state power and the legal status of citizens.

Administrative law is closely connected with constitutional law but it deals with the legal forms of concrete executive and administrative activity of a government and ministries.

Criminal law defines the general principles of criminal responsibility, individual types of crimes and punishments applied to criminals. Criminal law takes the form of a criminal code.

International law regulates relations between governments and also between private citizens of one country and those of another.

Financial law regulates the budget, taxation, state credits and other spheres of financial activity.

Civil law is connected with relations in the economic sphere of life, with relations involving property, its distribution and exchange. The right in property is the central institution of civil law.

The rules of employment law include the legislation on the employment of industrial and office workers and regulate matters arising from employment relations.

One important distinction made in all countries is between private (or civil) law and public law. Civil law concerns disputes among citizens within a country and public law concerns disputes between citizens and the state, or between one state and another.

The main categories of civil law are:

* Contracts: binding agreements between people (or companies);
* Torts: wrongs committed by one individual against another individual's person, property, or reputation;
* Trusts: arrangements whereby a person administers property for another person's benefit rather than his own;
* Probate: arrangements for dealing with property after the owner's death;
* Family law: rights and duties of members of a family.

The main categories of public law are:

* Crimes: wrongs which, even when committed against an individual are considered to harm the well-being of society in general;
* Constitutional Law: regulation of how the law itself operates and of the relation between private citizen and government;
* International Law: regulation of relations between governments and also between private citizens of one country and those of another.

Each country in the world, even each state of the United States, has its own system of law. However it is generally true to say that there are two main traditions of law in the world. One is based on English Common Law, and has been adopted by many Commonwealth countries and most of the United States. Common Law is a legal system based on traditions, customs and precedents of immemorial antiquity or on the previous judgments and decrees of the courts. The Common Law is a case-by-case development of three branches of law (Criminal, Civil, and Equity) and of three sub-branches of Civil law (Property, Torts, and Contracts). Common Law is understood as contrasted with or opposed to "Statutory" Law - the body of law created by legislature.

The other tradition, sometimes known as Continental (or Roman) Law has developed in most of continental Europe, Latin America and many countries of Asia and Africa, which have been strongly influenced by Europe.

**Notes**

*establish -устанавливать*

*consolidate -укреплять, объединять*

*safeguard - охранять*

*executive -исполнительный*

*applyto - применять, употреблять*

*code - кодекс*

*taxation - налогообложение*

*distribution - распределение*

*concern - касаться, иметь дело*

*dispute - правовой спор*

*binding - обязательный, обязывающий*

*tort - деликт, гражданское правонарушение*

*wrong - правонарушение*

*trust - доверительная собственность*

*well-being -благосостояние*

*correspond-соответствовать*

*inheritance - наследование*

*legalremedy– средство правовой защиты*

*equity-справедливость*

*statute– статут, законодательный акт*

*statutorylaw– статутное право, «писаный закон»*

*to obtain justice–добиватьсясправедливости*

**III. Read the text in detail to find the answers to the ten "What"-****questions below.**

1. What is law?
2. What is the main aim of law?
3. What categories of law does the system of law consist of?
4. What is the principal source of constitutional law?
5. What category of law is closely connected with constitutional law?
6. What is the central institution of civil law?
7. What does criminal law define?
8. What is civil law connected with?
9. What rules does employment law include?
10. What are the world's main systems of law? Do you know other systems?

**IV**. **Decide what category of law would deal with the following crimes:**

1. robbery
2. violation of human rights
3. speed limit excess
4. failure to pay customs duties
5. misuse of authority
6. breach of contract
7. unreasonable dismissal

**V. Read the definitions of different types of laws, give their literary translation and think what laws they define.**

1. Generally speaking, this law treats of rules, principles, and maxims which govern the decisions of a court of equity, which administers justice and decides controversies in accordance with precedents of equity.
2. The Law which regulates the intercourse of nations, the law which determines the rights and regulates the intercourse of independent nations in peace and war.
3. That body of Law which concerns with civil or private rights and remedies, as contrasted with criminal Laws, and as distinguished from the common Law of England and the Canon Law. The Law concerned with non­criminal matters.
4. It is that law, which for the purpose of preventing harm to society declares what conduct is criminal and prescribes the punishment to be imposed for such conduct. It includes the definition of specific offences and general principles of liability.
5. That branch of jurisprudence which treats of the science of politics, or the organization and administration of government.
6. It prescribes methods of enforcing rights; machinery for carrying on procedural aspects of civil or criminal action, e.g. Rules of Civil Criminal and Appellate Procedure.
7. That branch of the public law of a nation or state which treats of the organization, powers and frame of government.

**VI. Match the beginnings and the ends:**

1. It is law which is common to the whole country - national law ...
2. It is law which is based on judicial decisions (case law) ...
3. It distinguishes the common law legal systems based on precedents ...
4. It comprises the rules developed by the common law courts ...
5. .. .in contrast to the law which is made by Parliament *(statutory law).*
6. .. .from civil law jurisdictions based on *civil codes.*
7. ... in contrast to *local* law.
8. .. .in contrast to the rules developed by *the courts of equity.*

### CONSTITUTIONAL LAW

Constitutional law is that part of the law which relates to the system of government of the country. It is more useful to define constitutional law as meaning those laws which regulate the structure of the principal organs of government and their relationship to each other and to the citizen, and determine their main functions.

Constitutional law concerns the relationship between the individual and the state. Law is not merely a matter of the rules which govern relations between private individuals (for example between husband and wife, or between landlord and tenant), law also concerns the structure and powers of the state. The relations between the individual and the state should also be founded upon and governed by law.

But law does not exist in a social and political vacuum. Within a given society, the legal rules that concern relations between husband and wife will reflect that society's attitude to marriage. So too the rules of constitutional law, that govern political relations, will within a given society reflect a particular distribution of political power. In a stable society constitutional law expresses what may be a very high degree of consensus about the organs and procedures by which political decisions are taken.

Within a stable democracy, constitutional law reflects the value that people attach to orderly human relations, to individual freedom under the law, and to institutions such as parliament, political parties, free elections, and free press. Laws are the product of human decisions.

Unlike legal system in which law is divided up into a series of codes, there is no hard and fast demarcation between constitutional law and other branches of law. It doesn’t mean that constitutional law comprehends the whole of the legal system, but the functioning of the legal system is of direct concern to constitutional law.

Constitutional law is one branch of human learning and experience that helps to make life in today's world more tolerable and less brutish than it might otherwise be.

**Notes**

*very high degree of consensus — оченьвысокийуровеньсогласия*

*attachtoorderlyhumanrelations — распространяться на упорядоченные (организованные) человеческие отношения*

*individual freedom under the law — свободаличностипозакону*

*make life more tolerable and less brutish — сделатьжизньболее*

*терпимой и менее жестокой*

*determinethemainfunctions — определять основные функции*

*comprehendthewholeofthelegalsystem — охватывать всю законодательную систему*

*beofdirectconcerntoconstitutionallaw — непосредственно подпадать под действие конституционного права*

1. **Find in the text words combinations with the following words.**

power; rules; relations; law; society

1. **Match the words and their equivalents.**

|  |  |
| --- | --- |
| 1. требованиясоциальнойсправедливости
 | 1. rules of constitutional law
 |
| 1. структура и полномочиягосударства
 | 1. claims of social justice
 |
| 1. принятьполитическиерешения
 | 1. attitude to marriage
 |
| 1. нормыконституционногоправа
 | 1. structure and powers of the state
 |
| 1. отношение к браку
 | 1. take political decisions
 |

1. **Express your agreement or disagreement with the statements.**
2. Law is a matter of rules which govern relations between private individuals.
3. Law exists in a social and political vacuum.
4. Constitutional law is one branch of human learning.
5. Constitutional law reflects the value that people attach to orderly human relations.
6. Constitutional law relates to the system of economic relations.
7. The functioning of the legal system is of no concern to Constitutional law.
8. **Answerthequestions.**
9. How can constitutional law be defined?
10. How does law reflect the life of a given society?
11. In which way does constitutional law act in a stable society?
12. What does constitutional law reflect in a stable democracy?

### LAND LAW

Land is vital for human life. In any society the use of land is of the utmost importance. Land law is about how people share land and it is made up of rules in statutes and cases.

"Land" means the physical land and fixtures and includes any interest in land. It can be used by a number of people in different ways: one can invest money in a plot, while two or more live there. Land can be shared consecutively: people can enjoy the land one after another.

Lawyers are concerned with various rights to land, called "interests in land". They might talk about someone "owning land", but really they mean someone owning an interest in the land. These interests are not the land itself, the earth and the buildings, but abstract concepts.

The major interests are called the estates. The word "estate'' means "an interest in land of some particular duration". There are now two estates –the freehold and the leasehold (and the third, called common hold may be introduced).

The term ''interests in land" is significant because it shows that the rights and duties of the people concerned are not merely personal or contractual. These rights and duties are "glued" to the land itself and automatically pass to anyone who buys or inherits the land; they can therefore be transferred to other people and bind parties.

Each society develops its own cultural attitudes to land. These attitudes are coloured by the kind of land (for example, desert or jungle) because this determines the uses of it. In early law, the fundamental concept was "seisin". Then the concepts of ownership and possession took over.

**Notes**

*landlaw — земельное право*

*useofland — использование земли*

*shareland — совместно владеть землей*

*caselaw — прецедентное право*

*legalrules — правовая норма*

*equitablerules — норма права справедливости*

*fixture —движимость, соединенная с недвижимостью*

*interestinland — право в недвижимости*

*sharelandconsecutively — пользоваться землей поочередно*

*enjoyland — пользоваться землей*

*significant— значительный, существенный*

*peopleconcerned— заинтересованные стороны*

*contractual— договорный*

*beglued— быть неотрывно связанным с чем-л.*

*bind— обязывать, связывать обязательством*

*estate— вещно-правовой титул; право вещного характера;*

*freehold— фригольд, безусловное право собственности на недвижимость*

*leasehold— владение на правах аренды; арендованная собственность*

*commonhold— публичное право (на пользование землей)*

*seisin — владение недвижимостью (без ограничительных условий)*

**I. Choose the right translation for the word from the text.**

1. share

1. распределять
2. совместно владеть
3. разделять (мнение, вкусы)

2.cases

1. случай
2. пациент
3. прецедент

3.interest

1. право
2. интерес
3. процентный доход

4. enjoy

1. пользоваться
2. получать удовольствие
3. присоединяться

5.ownership

1. владение
2. собственность
3. право собственности

**II. Find the English equivalents.**

1. правовые нормы; 2. прецедентное право; 3. право в недвижи­мости; 4. принцип права неограниченного обладания землей; 5. владение недвижимостью согласно абсолютному праву владения; 6. владение на правах аренды;

**III. Match the words with the definitions.**

|  |  |
| --- | --- |
| 1. interest in land
 | 1. an agreement temporarily to give up possession of property while retaining legal ownership
 |
| 1. the fee simple
 | 1. the nature and extent of a person's interest inor ownership of land
 |
| 1. the lease
 | 1. the broadest term applicable to claims on real estate
 |
| 1. property
 | 1. an estate of absolute ownership that can be sold by the owner or devised to the heirs
 |
| 1. the estates
 | 1. the right to land according to natural right or natural justice
 |
| 1. equitable interests
 | 1. every species of valuable right or interest that is subject to ownership, has an exchangeable value or adds to one's wealth
 |

**IV. Guess the word using its definition.**

* 1. exclusive right of possessing, enjoying and disposing a thing
	2. a person's interest in ownership of land
	3. estate or interest in real property for life or uncertain duration
	4. the estate in real property of fixed duration
	5. a land ownership for buildings in which separate parts are owned by different people

**V. Express your agreement or disagreement with the statements.**

1. All societies have similar approach to the use of land.
2. Land law is regulated by the Constitution.
3. "Land" in law means not only the physical land but also buildings on it and any rights to it.
4. There are two major interests in land.
5. Land law has been developing alongside the economic development.

**VI. Answerthequestions.**

* + - * 1. What does the term ''land'' mean?
				2. What does "an interest in land" mean?
				3. How is freehold different from leasehold?
				4. Why are attitudes to land different in different societies?

FAMILY LAW

* + 1. **Read the text and answer the questions.**
1. Whom does family law consider?
2. What is the family promoted for?
3. Do children born outside legitimate marriages have the same rights with legitimate children?
4. What must a marriage be to be legally valid?
5. What will invalidate the marriage?
6. Do the courts interfere with a working marriage? (give an example)
7. Whose interests are taken into account first of all when people get divorced?

Family law is a branch of law which deals with "domestic relations", it is concerned with such subjects as adoption, divorce, separation, paternity, custody, support and child care.

The law sees the family as a special institution. Family law considers married and unmarried couples, and their children; custody of and respon­sibility for children; and protection from violence at home. Family law also considers the rights of succession to the property of a family member when they die.

In some societies the family is thought to be so important that there is very little legal intervention in family life, for example in many Islamic countries. But in many parts of the world, the law now promotes the rights of individuals within the family unit, and regulates family relations through legislation.

The laws in most countries place more emphasis upon marriages legally registered than social arrangements whereby people live together. For example, in Brit­ain, children born outside legitimate marriages have fewer rights to financial support from estranged fathers than legitimate children.

Beyond the mere function of providing a new generation of children, the family is often promoted for its moral contribution to society.

Generally, romantic love is the basis of marriage in this country, but to be legally valid, a marriage must be:

*voluntary between two single people who are over fifteen (sixteen) (a person under the age of eighteen needs to obtain parental, or other consent to the marriage) of the opposite sex (not obligatory in some countries) and not closely related.*

A. Voluntary

Both man and woman must be acting voluntarily. Force, fear and duress will all invalidate the marriage. But it must be real duress: for instance, social pressure and the desire to please one's parents do not invalidate the marriage.

The marriage will also be invalid if one of the couple does not realize what he or she is doing (e.g. if drink or old age affects their awareness of what is happening).

Similarly, if there was a mistake as to the identity of the other partner the marriage would be invalid.

В. Between Two Single People

Neither party can be already married. So they must both be either single, widowed or divorced. If one party is divorced, the final decree of divorce must have been obtained (the decree absolute). If either is married at the time of the ceremony the marriage will be void and the offence of bigamy will have been committed.

Getting married leads to the creation of new rights and new obligations between the couple. Amongst other things, they have a duty to maintain one another and to live together, and they impliedly agree to have sex with each other.

For a woman the most obvious change brought about by the marriage will usually be a change of name. However, there is no legal obligation on her to change her name and she can retain her maiden name if she wishes.

Marriage is a contract, but the courts will not enforce the contract between husband and wife. The courts will not interfere with a working marriage. If it is no longer a working marriage the courts will intervene in extreme situa­tions.

Some marriages may be dissolved or nullified. A couple may also seek a divorce. The procedure may be lengthy, especially if one does not want to get divorced or if there are children.

**Notes**

*custody— опека*

*rights of succession — праванаследования*

*promote — поддерживать*

*intervention — вмешательство*

*throughlegislation — законодательным путем*

*consent — согласие*

*seizure — захват, похищение*

*parentalarrangement — договоренность между родителями*

*bevalid — быть действительным*

*duress — принуждение*

*invalidate — делать недействительным*

*awareness — осведомленность, сознание*

*decreeofdivorce— постановление суда о разводе*

*obtain— приобретать*

*void—делать недействительным, аннулировать*

*bigamy— бигамия, двоеженство*

*implied — подразумеваемый*

*retain — сохранить*

*maidenname — девичья фамилия*

*enforce— проводить в жизнь, оказывать давление*

*working —действующий*

* + 1. **Match the words with their definitions.**

|  |  |
| --- | --- |
| A | В |
| 1) *antenuptial marriage contract* | a) a formal invalidation, as of a marriage, judicial proceeding, etc; |
| 2) spouse | b) voluntary sexual intercourse during the subsistence of a marriage between one spouse and a person of the opposite sex who is not the other spouse; |
| 3) annulment | c) the termination of a marriage by court order;  |
| 4) bigamy | *d) a contract made between a man and a woman before they marry, agreeing on the distribution of their assets in the event of divorce;* |
| 5) visitation rights | e) the crime of marrying a person while one is still legally married to someone else; |
| 6) divorce | f) a person's husband or wife; |
| 7) adultery | g) the right of the non-custodial parent, granted by the divorce or family court, to visit with the child on some sort of scheduled or regular basis. |

* + 1. **Below are the main areas that Family Law covers. The text gives excerpts from those areas. Write one area above each text.**

|  |  |
| --- | --- |
| Adoption | Estate Planning |
| Child Custody | Estates and Trusts |
| Children's Rights | Insurance |
| Divorce | Marriage |

Adoption

The process by which a legal parent-child relationship is created between individuals not biologically parent and child.

……………

The parents of a child born within a marriage are joint guardians of that child and the rights of both parents are equal.

……………

Children are generally afforded the basic rights embodied by the constitution.

* + - 1. ……………

As a result of this both parties' status becomes single again.

* + - 1. ……………

The process by which an individual or family arranges the transfer of assets in anticipation of death.

* + - 1. ……………

Generally, a trust is a right in property (real or personal) which is held in a fiduciary relationship by one party for the benefit of another. The trustee is the one who holds title to the trust property, and the beneficiary is the person who receives the benefits of the trust.

* + - 1. ……………

While types vary widely, their primary goal is to allocate the risks of a loss from the individual to a great number of people.

* + - 1. ……………

A contract based upon a voluntary private agreement by a man and a woman to become husband and wife.

**IV. Express your agreement or disagreement with the statements.**

1. Family law is a branch of law that deals with employment relations.
2. The welfare of children is the biggest concern of family law.
3. Family law regulates the relations in a family.

***Test your knowledge with this quiz.***

* + - * 1. A contract between a man and a woman to become husband and wife is called a / an: (a) wedding (b) engagement (c) marriage (d) affair (e) relationship
				2. Rearrange the letters in **bold** to make a word meaning husband or wife: **pusoes**

3. True or false: If you have a partner, you are assumed to be married.

4. What is the difference between a separation and a divorce?

5. Complete this sentence with the appropriate word in **bold**:

The judge decided that the marriage had never been legal and so he **annexed /antedated / annulled** it (in other words, he declared that it had no legal effect).

6. What is the name we give to the notifiable offence of going through a ceremony of marriage to someone when you are still married to someone else? Is it:

(a) monogamy (b) bigamy (c) polygamy (d) monotony

7. In England and Wales, a divorce can only be granted on one condition (known as grounds for divorce): that the marriage has broken down irretrievably (in other words, it cannot be made right again). Here are two of the conditions necessary for an irretrievable breakdown:

(1) The couple have lived apart for two years and both consent to divorce.

(2) The couple have lived apart for five years and no consent from the other spouse is needed.

Rearrange the letters in bold to make words for the other conditions:

(3) **tdyulera** by one spouse (4) **runbesaleonabrvioeuha** of a spouse

(5) **soedernti** by one spouse

8. Here is a simplified version of the main divorce procedure. Complete the gaps with the words given below.

*Affidavit decree absolute decree nisi dispute (x3)*

*petition (x2) petitioner (x2) respondent (x2)*

A request (a ………) is made by the ……… ( = the person applying for the divorce) to the court for a divorce, in which the facts about the people involved and the reasons for the divorce are explained. The court sends the divorce ……….. to the …………. ( = the other spouse), together with a form called an Acknowledgement of Service form, which he / she completes. In it, he / she indicates whether or not he / she wishes to …………. the divorce. He / She returns this to the court within 7 days. (If he / she wants to ………. the divorce and /or its terms, he / she is sent another form to complete). Assuming that the ………… does not want to ………. the divorce or the terms, a copy of Acknowledgement of Service form is sent to the ………. who confirms the facts sent in their original petition by swearing an ………

The court pronounces the …………., an order ending the marriage subject to a full ………….., which comes later and ends the marriage completely.

9. If a divorced couple have children, one of them may be required to make regular payments to their ex-husband / ex-wife to help pay for the upbringing of the children. What are these payments called? Are they:

(a) child support (b) child maintenance (c) child benefit (d) child pensions

10. Look at this situation:

An unmarried couple with two children separate. The father moves away to another town. Is he legally obliged to make payments to his ex-partner for the upbringing of the children?

11. What is alimony? Is it:

(a) money that a court orders a husband to pay regularly to his separated or divorced wife

(b) money that a court orders a father to pay regularly to his children until they are old enough to leave home

(c) money that the state pays a married couple to help them pay for a divorce

(d) money that a married couple must save to pay for their children's education

12. If a couple are unmarried, and one of them dies, who gets their estate (land, money and possessions) if the deceased (the dead person) has not made a will? Is it:

(a) the deceased's partner

(b) the deceased's immediate family

(c) the state

13. Who is your next of kin?

14. Choose the best meaning of the word adoption. Is it:

* 1. the act of looking after and bringing up a child who is not your own
	2. the act of becoming the legal parent of a child which is not your own
	3. the act of having your children supervised while they are at home to make sure they are being well cared for.

**BANKINGLAW**

Bank is an institution that deals in money and its substitutes and provides other financial services. Banks accept deposits and make loans and derive a profit from the difference in the interest rates.

In the broadest sense, a bank is a financial intermediary that performs one or more of the following functions: safeguards and transfers funds, lends or facilitates lending, guarantees creditworthiness, and exchanges money. These services are provided by such institutions as commercial banks, central banks, savings banks, trust companies, finance companies, life insurers, and investment bankers.

A narrower and more common definition of a bank is a financial intermediary that accepts, transfers, and, most important, creates deposits. This includes such depository institutions as central banks, commercial banks, savings and loan associations, and mutual savings banks.

Seventeenth-century English goldsmiths provided the model for contemporary banking. Gold stored with these artisans for safekeeping was expected to be returned to the owners on demand. The goldsmiths soon discovered that the amount of gold actually removed by owners was only a fraction of the total stored. Thus, they could temporarily lend out some of this gold to others, obtaining a promissory note for principal and interest. In time, paper certificates redeemable in gold coin were circulated instead of gold.

Two characteristics of this fractional reserve banking remain the basis for present-day operations.

Banks are most frequently organized in corporate form and are owned either by private individuals, governments, or a combination of private and government interests. All countries subject their banks, however owned, to government regulation and supervision, normally implemented by central banking authorities.

**Notes**

*deal in – торговать*

*intermediary — посредник*

*safeguard — сохранять*

*transfer — переводить*

*facilitate — облегчать*

*creditworthiness— платежеспособность*

*trustcompany — трастовая компания*

*deposit — вклад клиента в кредитном учреждении в виде денег или ценных бумаг*

*depositoryinstitution— депозитное учреждение*

*mutualsavingsbank – взаимно-сберегательный банк (США)*

*subject — подвергать*

*implement — осуществлять*

*artisan — ремесленник*

*promissorynote — простой вексель*

*principal — номинальная или основная сумма кредита, займа*

*interest— процентные платежи*

*redeemable— выкупаемый, погашаемый*

*fractionalreservebanking — банковская система, основанная на*

*том, что часть депозитов банка должна поддерживаться в качестве установленных законом резервных требований*

*monetaryliabilities— денежные обязательства*

*liquidassets— ликвидные активы: наличные деньги и активы, которые*

*могут быть превращены в наличные*

1. **FindtheEnglishequivalents.**
	1. предоставлять займы; 2. переводить деньги; 3. по требованию;4. оставаться основой; 5. отказаться от обяза­тельств.

**II. Match the words with their definitions.**

1. to facilitate a. to hand over the possession to smb.

2. to safeguard b. to cause to undergo or experience; to expose

3. to transfer c. to canny smth. into effect

4. to subject d. to protect, to guard

5. to implement e. to make easy, lessen the difficulty

**III. Express your agreement or disagreement with the statements.**

1. A trust company can be called a bank in the broadest sense of this word.
2. Investment bankers, life insurers and commercial banks are all depository institutions.
3. Banks are seldom organized in corporate form.
4. Banks are sometimes owned by a combination of private and government interests.
5. No country has ever tried to regulate the activities ofthe banks.
6. The banking system's monetary liabilities exceed its reserves.
7. Liabilities of the banks are less liquid than assets.

**IV. Answer the questions.**

1. What is a bank in the broadest sense of the word?

1. Whoownsbanks?
2. Where can we find noncorporate banks?
3. Do all countries subject their banks to government regulation and supervision?
4. How is government supervision implemented?

### TORT LAW

Generally speaking, a "tort" is an injury one person or entity inflicts (accidentally or intentionally) upon another.

The law of "tort" is the law of injuries and remedies for those injuries.

Torts can include assault, battery, false imprisonment, intentional infliction of emotional distress, negligence, invasion of privacy, defamation, fraud or representation, wrongful conversion, trespass, and other wrong, such as product liability.

A tort is a civil wrong that can be remedied by awarding. These civil wrongs result in harm to a person or property that forms the basis of a claim by the injured party. The harm can be physical, emotional or financial.

Some of the wrongs can be both civil and criminal in nature. The offender maybe sentenced to prison and be ordered to pay a fine to the state. In some cases, he may also be ordered to pay restitution to the victim. If the plaintiff is successful, the defendant will be ordered to pay compensatory damages (to "compensate" for the injury) and punitive damages (to "punish" the defendant for having caused the act).

There are two chief categories of torts: intentional torts and torts resulting from negligence. The core element in an intentional tort is an intent, or purpose, to cause harm to another. Intentional torts fall into two categories: torts against a person and torts against property.

Negligence refers to the failure of a person to exercise sufficient care in his or her conduct.

One of the large fields of tort law is product liability. Companies are responsible for injuries caused by defective food, toys, automobiles, drugs, etc. Courts make decisions in favor of the plaintiff if companies are guilty.

**Notes**

*assault— нападение, словесное оскорбление и угроза физической расправы*

*battery— побои, избиение*

*falseimprisonment— незаконное лишение свободы, тюремное заключение*

*intentional infliction of emotional distress — намеренноенанесенииеморальнойтравмы*

*negligence— небрежность, халатность*

*invasionofprivacy— посягательство на частную жизнь, вторжение в частную жизнь*

*defamation—диффамация, клевета*

*fraud—обман, подлог*

*misrepresentation — введение в заблуждение*

*wrongfulconversion — незаконное обращение вверенного имущества в свою пользу, присвоение иму­щества, противоправный перевод денег*

*trespass — нарушение чужого право владения*

*wrong — правонарушение, деликт*

*productliability—обязательство производителя компенсировать ущерб нанесенный покупателю или пользователю дефективными товарами*

*be prosecuted by the state — преследоватьвсудебномпорядке*

*pay restitution — выплатитьвозмещение*

*plaintiff — истец*

*sueincivilcourt— предъявлять гражданский иск, выступать в качестве истца по гражданскому делу*

*damages — возмещенные убытки, ущерб*

*compensatorydamages — компенсаторные (фактические) убытки*

*punitivedamages — штрафные, карательные убытки*

*intentionaltort— умышленный (преднамеренный) проступок*

*resultfromnegligence— происходить (проистекать) из-за небрежности, халатности*

*intent — намерение*

*tortsagainst a person — нарушения против личности*

*tortsagainstproperty — нарушения против собственности*

1. **Find the verbs in the text and make up sentences using them.**
2. причинять вред;2. преследовать в судебном порядке; 3. быть приговоренным; 4. приказывать; предписывать; 5. предъявлять иск;6. присуждать
3. **Match the words and their definitions.**

|  |  |
| --- | --- |
| 1. distress
 | 1. harm done to a person's reputation
 |
| 1. negligence
 | 1. willful deception and dishonesty
 |
| 1. privacy
 | 1. take another person's money, property, etc. and use it as if it were one's own
 |
| 1. defamation
 | 1. personal; not for the public
 |
| 1. fraud
 | 1. carelessness; failure to take action or take proper care
 |
| 1. conversion
 | 1. great pain or sorrow
 |
| 1. statute
 | 1. punishment
 |
| 1. fine
 | 1. the person against whom the accusation is broughtin a trial
 |
| 1. plaintiff
 | 1. hitting hard and often
 |
| 1. battery
 | 1. one who charges another in a court of law
 |
| 1. defendant
 | 1. a sum of money paid as a punishment for breaking a law
 |
| 1. wrong
 | 1. a law
 |
| 1. punitive
 | 1. injury
 |

**III. Choose the most suitable definition.**

1. tort

1. a German or Austrian cake
2. a debt owed to the sovereign
3. a civil wrong or private injury not based in contract law
4. an involuntary action which amounts to a criminal offense because of an actual or potential injury

2. assault

1. a mineral from the dead sea
2. a military invasion
3. the civil wrong of inflicting actual bodily injury on another
4. the act of intentionally placing another person in fear of bodily injury

3. punitive damages

1. damages to compensate for injury
2. damages in a civil suit that are meant to punish the wrongdoer for causing injury
3. "nominal" or minimal damages
4. non-monetary damages, such as an injunction (injunctive relief) or "specific performance" of a contract obligation

4. intentional infliction

1. a cause of action that allows after a person is insulted
2. the grief a child will bring upon his parents
3. a cause of action for recovery when a defendant's behavior toward a plaintiff is so outrageous and extreme that it causes serious emotional distress
4. striking another person intentionally

5. false imprisonment

1. placing a convicted defendant in a maximum security prison
2. description of when the judge and jury disagree about a sentence
3. a criminal imprisonment for civil wrong
4. unlawful confinement of a person against that person’s will

6. negligence

1. forgetfulness
2. willful misconduct
3. necessity defense
4. breach of a duty that proximately caused an injury

7. trespass

1. the act of entering another's land without permission
2. a motion before trial in a tort action
3. when a lawyer invades the personal life of a client
4. an interference with one's enjoyment of life

8. intent

1. where desert nomads live
2. the name given to the action that a person performs while committing a tort
3. the desire to cause a certain result or to act with substantial knowledge that an injury will result
4. the singular form of the word 'intense'

**IV. Match the torts with their definitions.**

***Malpractice***

***Assault and battery***

***Products liability***

***Fraud***

***Premises liability***

***Automobile accidents***

***Defamation/invasion of privacy***

These types of torts involve all of the personal injuries one can receive in an automobile accident. Generally, one driver causes an accident which injures (or sometimes kills) others (e.g. his passengers, people in another automobile or pedestrians).

These types of torts involve injuries one can receive from the condition of a particular parcel of property, mostly due to the failure of the property owner to keep the condition of the property in a safe condition.

These types of torts involve injuries one can receive due to the mistake of a licensed professional (i.e. a doctor, a lawyer or a dentist).

These types of torts involve injuries one can receive from a "product" such as a machine, medical device or a prescription drug. The injured person must prove that the product in question was improperly designed, constructed or packaged without the proper regard for the damage it could cause to a human being.

These types of torts involve injuries one can receive from something another says or writes which is untrue, malicious and/or private. These defamation torts include (i) slander (spoken word), (ii) libel (written word) and (iii) invasion of privacy (making something public which was and should have remained very private).

These types of torts generally involve one person physically attacking another person. These are also sometimes called "intentional torts" to distinguish them from most other torts (which usually involve an accident resulting from another's mistake or lack of care).

This is also another type of intentional tort. This involves one person lying, misrepresenting or concealing an important piece of information from another person in order to get that other person to do or refrain from doing something. In short, a plaintiff is tricked by the fraudulent act of the defendant.

1. **Answer the questions.**
2. What can "torts" include?
3. Give some example of wrongs that can be both civil and criminal by nature.
4. In what case will the defendant be ordered to pay compensatory dam­ages and punitive damages?
5. What is the essential purpose of the law of torts?
6. What are two chief categories of torts?
7. What is the core element in an intentional tort?
8. In what cases has a person acted negligently?

### TRADE LAW

A large number of organizations exist that affect the multinational markets for goods, services, and investments.

The General Agreement on Tariffs and Trade 1994 (GATT 1994) is a multilateral treaty subscribed to by 125 member governments. It consists of the original 1947 GATT, numerous multilateral agreements negotiated since 1947, and the agreement establishing the World Trade Organization (WTO). On January 1, 1995, the WTO took over responsibility of the former GATT organization. Since 1947 the goal of the GATT has been to liberalize world trade and make it secure for furthering economic growth and human development.

The GAIT is based on the fundamental principles of (1) trade without discrimination and (2) protection through tariffs. All member countries grant each other equal treatment. All member countries are equal and share the benefits of any moves toward lower trade barriers. Exceptions to this basic rule are allowed in regard to the European Union (EU) and the North American Free Trade Agreement (NAFTA). Special preferences are also granted to developing countries.

The European Economic Community (EEC) was established in 1958 by the Treaty of Rome in order to remove trade and economic barriers between member countries and to unify their economic policies. It changed its name and became the European Union (EU) after the Treaty of Maastricht was ratified on November 1, 1993.

The Single European Act eliminated internal barriers to the free movement of goods, persons, services, and capital between EU countries.

The North American Free Trade Agreement (NAFTA) is an agreement among Mexico, Canada, and the United States, effective January I, 1994. NAFTA eliminates all tariffs among the three countries, but it does not create a common labor market.

**Notes**

*GATT – the General Agreement on Tariffs and Trade – Соглашение*

*пo таможенным тарифам и торговле*

*WTO– the World Trade Organization (of the United Nations) –Организация ООН по международной торговле или ВТО (Всемирная торговая организация)*

*multilateral– многосторонний*

*subscribe to– подписывать (документ)*

*negotiate– вести переговоры*

*establish – учредить, основать*

*takeover – взять на себя (ответственность, обязанности)*

*liberalize–делать либеральным, свободным*

*further– способствовать*

*equal treatment– равное обращение с; одинаковый режим*

*EU–the European Union–Европейский Союз (ЕС)*

*NAFTA–the North American Free Trade Agreement – Североамериканское соглашение о свободе торговли (НАФТА)*

*EEC – the European Economic Community – Европейское экономическое сообщество (ЕЭС)*

*the Treaty of Rome – Римский договор*

*the Treaty of Maastricht – Маастрихтский договор*

*eliminate— устранять, уничтожать, упразднить*

*labor market— рынок рабочей силы*

1. **Match the words with their definitions.**

|  |  |
| --- | --- |
| 1. market
2. multilateral
3. treaty
4. commercial
5. to authorize
 | 1. involving several different countries, companies, etc.
2. relating to business and the buying and selling of goods and services
3. to give official or legal permission for something
4. the total amount of trade in a particular kind of goods
5. a formal agreement between two or more countries or governments, or the document of this agreement
 |

1. **Answer the questions.**

What does the GATT 1994 consist of?

What fundamental principles is the GATT based on?

Are all member countries equal?

Are there any advantages that EU countries enjoy? Give your grounds.

What countries are included in the NAFTA?

### COMPETITION LAW

* + 1. **Read the text and match the words below with their definitions (1-4).**

*cartel merger monopoly oligopoly*

1. a market situation in which a small number of firms compete with each other
2. an organisation or group that has complete control of an area of business so that others have no share
3. a group of similar independent companies who agree to join together to control prices and limit competition
4. the joining together of two or more companies

Competition law (antitrust law, US) concerns itself with the regulation of business activities which are anticompetitive. This area of the law is very complex, as it combines economics and law.

The legal English used is also complex and is made even more so by the differences in the language and law employed by the two major actors in competition regulation, the European Union and the United States. EC competition law is rooted in the creation of the single European market and, as such, prohibiting private undertakings from partitioning the Community market along national lines is a fundamental goal. The origins of competition taw in the United States, on the other hand, can be found in the term **‘**antitrust’. In the late 19th century, enormous amounts of wealth were amassed in some important national industries such as railways, steel and coal. The 'barons' who controlled these industries artfully created trusts to shield their fortunes and business empires. Those who fought against these practices came to be called trustbusters**.** Their efforts culminated in the Sherman Act, which was enacted to put an end to these practices. The overall purposes of competition law are often the subject of debate and differ from jurisdiction to jurisdiction. However, on the whole, it is accepted that competitive markets enhance economic efficiency because they maximise consumer benefit and optimise the allocation of resources, which is good for market economies.

Competition law regulates cartels, monopolies, oligopolies and mergers. A cartel is a type of agreement among undertakings which would normally compete with each other to reduce their output to agreed levels or sell at an agreed price. One of the key ingredients in sustaining a cartel is a defined relevant market with high barriers to entry so that new undertakings cannot penetrate the market. The classic tool used by the cartel to gain monopoly profits is price-fixing. In broad terms, a monopoly is an undertaking or inter-related group of undertakings which either control the supply (and therefore the price) of a product or service or exclude competition for that product or service. An oligopoly is a market with only a small number of market actors, who are able to adopt parallel behaviour in relation to price-setting or output decisions. Common aspects of enactments aimed at preventing anticompetitive activities include restrictions on abuse of a dominant position through such instruments as predatory pricing and tie-in arrangements, among others. The United States even prohibits behaviour which attempts to gain a monopoly position.

Merger regulation is another common aspect of legislation aimed at limiting anticompetitive concentration of market power. In this context, it is also important to discuss the terms horizontal and vertical. Horizontal denotes the joining of undertakings which are at the same level in the economic supply chain: vertical denotes the joining of undertakings at different levels in the economic supply chain.

* + 1. **Match these terms (1-4) with the examples of anti-competitive activity they describe (a-d).**

1. barriers to entry

1. price-fixing
2. predatory pricing
3. tie-in arrangement

A manufacturer of computer components requires that consumers purchase other equipment made by the firm in order to keep the warranty valid.

The major petroleum corporations in a country all agree to raise the prices of petrol and petroleum products.

A company interested in entering the telecommunications market in a particular country has to deal with restrictive government licensing practices and complex bureaucratic procedures which inappropriately favour domestic suppliers before it can offer its services.

A new Internet provider enters the market, and the main provider in the region temporarily lowers the cost of its services dramatically.

**III. Anti-competitive activities and antitrust measures in the EU**

**One of the main areas of the competition policy of the European Union is antitrust and cartels. Its aim is to eliminate agreements restricting competition, as well as abuses by firms who hold a dominant position on the market.**

**Look at Table quickly and answer these questions.**

* + - * 1. Who do you think would be interested in reading such information?
1. A lawyer writing a report comparing anticompetitive activities in the telecommunications sector with other sectors in the EU is looking for information. Will this table be of use to him?

|  |  |
| --- | --- |
| **Member State** |  **Measure** |
| **Germany** | In December 2004, the German Cartel Office initiated proceedings against five gas utility companies suspected of abusive pricing practices. |
| **Italy** | On 16 November 2004, the Italian Competition Council fined Telecom Italia €152 million for an abuse of its dominant position on the market for fixed network telecommunications services for business customers. |
| **Poland** | Poland's Office for Protection of Competition and Consumers fined PKP Cargo, the largest Polish railway carrier, PLN 20 million for abusing its dominant position by applying dissimilar conditions to equivalent transactions with other trading parties. |
| **Portugal** | On 11 January 2005, the Portuguese Competition Authority fined Abbott. Bayer. Johnson & Johnson. Menarini, and Roche€658,413.22 per company for colluding on bidding prices. |
| **Czech Republic** | On 21 December 2004, the Supreme Administrative Court of the Czech Republic upheld a decision by the Competition Office finding that the GSM operator Eurotel Praha (Eurotel) had abused its dominant position in the mobile telecommunication services market by charging discriminatory prices for connection to the network of Cesky Mobil |
| **Latvia** | The Latvian Competition Council has fined members of a price-fixing and information-exchange cartel in the market for chickens' eggs. |
| **The Netherlands** | The Netherlands Competition Authority has confirmed that 11parties in the shrimp-fishing industry participated in an illegal cartel. |
| **Sweden** | The Competition Authority filed a fine petition at Stockholm City Court on 15 December 2004 accusing Nyn as of having abused Its dominant position on the bitumen market by applying business conditions that discriminated against other companies in order to limit their access to the market. The Competition Authority *demanded* that several oil companies be fined a total sum of SEK 394 million. |
| **Slovak Republic** | In December 2004. the Anti-monopoly Office of the Slovak Republic imposed fines on the telecommunications companies Orange Slovensko (Orange) and SAPEKO for concluding a vertical agreement restricting competition. |

***Check your knowledge***

1. The type of industry structure that has many firms, each producing a differentiated product, with no barriers to entry or exit is called
2. monopoly.
3. monopolistic competition.
4. oligopoly.

2. What is the difference between perfect competition and monopolistic competition?

1. Perfect competition has a large number of small firms while monopolistic competition does not.
2. In monopolistic competition, firms produce identical goods, while in perfect competition, firms produce slightly different goods.
3. Perfect competition has no barriers to entry, while monopolistic competition does.
4. In perfect competition, firms produce identical goods, while in monopolistic competition, firms produce slightly different goods
5. Perfect competition has barriers to entry while monopolistic competition does not.

3. Firms in monopolistic competition make products that are

1. close but not perfect substitutes.
2. perfect substitutes.

4. The price charged by a perfectly competitive firm is

1. higher the more the firm produces.
2. different than the price charged by competing firms.
3. the same as the market price.
4. lower the more the firm produces.

5. If a large number of firms are competing, the market could be

1. monopolistic competition or monopoly.
2. perfect competition or monopoly.
3. oligopoly or monopoly.
4. perfect competition or monopolistic competition.
5. monopolistic competition or oligopoly.

6. One of the requirements for a monopoly is that

1. products are high priced.
2. there is a unique product with no close substitutes.
3. there are several substitutes for the product.
4. there is no barrier to entry.

7. A monopoly is a market with

1. no barriers to entry.
2. many substitutes.
3. one supplier.
4. many suppliers each producing an identical product.
5. many suppliers each producing a slightly different product.

8. One important difference between monopoly and monopolistic competition is the

1. greater restriction of output in monopolistic competition.
2. point there are no barriers to entry in monopolistic competition.

9. A cartel is

1. a market structure with a large number of small firms.
2. a market with only two firms.
3. another name for an oligopoly.

10. A cartel is a group of firms that

1. produce differentiated products.
2. agree to restrict output to boost their profit.
3. agree to boost output to boost their profit.

11. A cartel is a collusive agreement among a number of firms that is designed to

1. expand output and lower prices but not to a predatory level.
2. expand output and lower prices but to a predatory level.
3. restrict output and raise prices.
4. expand output and raise prices.

12. A cartel is most likely to occur in

1. oligopoly as firms compete to lower price and increase their own profits.
2. monopoly because it faces no competition.
3. oligopoly as firms act together to raise prices and increase profits.

13. Firms in oligopoly

1. are independent of each others’ actions.
2. can each influence the market price.

14. In oligopolistic markets,

1. there are many firms.
2. there are no barriers to entry.
3. there are only a few firms.

15. One difference between oligopoly and monopolistic competition is that

1. a monopolistic competitive industry has fewer firms.
2. fewer firms compete in oligopoly than in monopolistic competition.
3. in monopolistic competition, the products are identical.
4. monopolistic competition has barriers to entry.

16. Price wars are

1. most likely when there is a monopoly.
2. most likely when there is perfect competition.
3. most likely when there is oligopoly.

17. When only a small number of producers compete with each other is a characteristic of

1. monopolistic competition.
2. efficient competition.
3. oligopoly.

18. An example of oligopoly is

1. long-distance telephone service.
2. the clothing industry.
3. wheat farming.
4. the restaurant industry.

### INTELLECTUAL PROPERTY LAW

Anyone interested in business must know the basics of property law. Property is the relationship between the person having rights for an object and all other persons.

The law recognizes three types of property: real, personal and intellectual. Real property is land and everything permanently attached to it, such as trees, mineral deposits, etc. Personal property is all property that is not real property. It may be tangible (cars, houses, jewelry, etc.) or intangible (bank accounts, stocks, insurance policies). Some intangible property (ideas, songs or any mental creativity) is called intellectual property, which includes trademarks, trade secrets, patents and copyrights. Under Internet networks global expansion intellectual property laws have been updated to provide protection of domain holders, Internet site owners and computer software owners.

Intellectual property, often known as IP, is fast-moving and sometimes complex area of law. It covers a wide range of issues and allows people to own their creativity and innovation in the same way they can own physical property. IP refers to the creations of mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. The term "intellectual property" is connected with the intangible products of the intellect.

Intellectual property laws reward the creators of original works by preventing others from copying, performing or distributing those works without permission. They also provide incentives for people to produce scientific and creative works that benefit society at large. Some types of intellectual property are automatically protected by law from the moment of their creation. Other types require a specific grant of rights from a government agency before they may be protected by law.

Copyright applies to original creations in the literary, dramatic, musical and artistic fields, sound recordings and broadcasts, including software and multimedia.

A patent is an exclusive right to make, use, and sell a new and useful process, machine, or product, granted to inventor for a certain period of time. If granted, a patent makes it illegal for others to manufacture or use the invention with­out permission. However, a patent will only be granted if the invention has not yet been shown in public and if it has industrial application. Ideas, mathematical and scientific theories, for example — cannot be patented. The patent must be carefully worded since it may be possible for someone to copy any part of the process or invention not mentioned in the patent.

Most patent legislation requires that a patentable invention: 1) is novel; 2) involves an inventive step; 3) is useful or capable of industrial application: and 4) is an invention or, in the US, non-obvious. Many things are excluded from patentable subject matter due to unsuitability, public policy and morality.

A "trademark" is any word, name, symbol, or device, or any combination thereof, adopted and used by a manufacturer or merchant to identify his goods and distinguish them from those manufactured or sold by others. The symbol used to show that a product is registered as a trademark consists of a "R" with a circle around it: ®. If a trademark is violated, the owner of the right may seek damages for the trademark infringement or exclusion orders.

A trade secret is a business process or information that can't be patented, copyrighted or trademarked, and that must be protected from disclosure. A trade secret is defined by law as information including a formula, pattern, programme, device, method, technique or process used in a business. This information gives its owner an opportunity to gain advantage over competitors, and thus must not be disclosed.

A domain name is the strings of letters used to name organizations, that is an address of a computer network connection identifying the owner of the address. Industrial designs protect elements of product appearance (that is shape or pattern, not function) resulting from the feature of lines, colours, shape, texture of the product itself or its ornamentation.

Each of the areas is governed by statutes which set out conditions for creation, the process of registration, rights of the registered owner, remedies for infringement and rights of the public to use the property.

**Notes**

*Intangible assets— нематериальные активы*

*copyright — авторское право*

*industrial design — промышленный образец*

*infringement — нарушение*

*trade dress — марка упаковки*

*trade secret — коммерческая тайна*

*disclosure — разглашение*

*exclusive rights — исключительные права*

*trademark — торговый знак, марка*

*violate a trademark — нарушать право торгового знака*

*exclusion order - запрещение ввоза товара в страну*

1. **Match the word and its definition**

|  |  |
| --- | --- |
| 1. Patent
 | 1. Something tangible or intangible to which its owner has legal title.
 |
| 1. Property
 | 1. Something created through a person’s mental skills.
 |
| 1. Copyright
 | 1. A grant made by a government that confers upon the creator of an invention the sole right to make, use, and sell that invention for a set of time.
 |
| 1. Intellectual property
 | 1. The exclusive legal right to use a brand name or symbol.
 |
| 1. Infringement
 | 1. The legal right, granted to an author to exclusive publication, production, sale or distribution of his work.
 |
| 1. Trademark
 | 1. A violation of a law, regulation or an agreement; a breach.
 |

**II. Fill in the blanks with the following words.**

а.lasts; b. infringement; с. ownership; d. the copyright symbol ©;

* + 1. be protected by copyright; f. works of authorship;

The main legal instrument for protecting …….. are patents and

copyrights.

1. Copyright ……… requires that the works of the copyright owner

have been copied.

1. It is usual to record the date of creation and mark it with ……..
2. Intellectual property can only be protected if ………. is clear.
3. Copyright ………. longer then a patent.
4. Literature, artistic works, computer programs, movies and radio and television broadcasts can ………. .

**III. Say whether the statements are true or false.**

1. All artistic works are automatically copyrighted from the moment of creation.
2. If you don’t renew the trademark, it will expire after 20 years.
3. If granted, patent makes it illegal to manufacture the invention without permission.
4. Copyright is normally held by the creator of the work.
5. Fair dealing implies that you pay for every photocopy of someone else’s work.

**IV. What do you think about the fair use of copyrighted material for learning? Do you think the law should continue to allow educators to use such material without permission, or do you think the rights of the copyright holders need greater protection?**

***Check your knowledge***

**The following crossword contains key words from this branch of law.**

**Across**

1. New.

3. Wrongful.

7. For a ………….. period of time, i.e. fixed.

10. Person who creates something new.

12. Permitted only to authorized people.

15. Writer.

16. The protection granted to authors.

17. Permitted.

**Down**

2. Not existing before, different from others.

4. What the person wishing to protect their interest applies for.

5. A breach of copyright, etc.

6. To find out something new.

8. What you must do if you want your intellectual property to be protected.

9. Distinctive symbol, picture or word.

11. What an author produces.

13. The right given to an inventor.

14. The law aims to authors, patent holders, etc.

**ENVIRONMENT LAW**

1. **Read the text and answer the questions.**
	1. What has intensified the impact of man's economic activities on the natural environment?
		* 1. What has brought the human race to the brink of a serious ecological crisis?
			2. What are the most urgent global problems of the modern age?
			3. Can these problems be solved by the efforts of individual States alone?
			4. That must national measures to protect the environment be combined with?

6. Is the international legal protection of the environment a relatively new part of modern international law?

1. What do modern international treaties on the protection of the environment concern?
2. What is the role of the United Nations in the development of the international legal protection of the environment?

The revolution in science and technology and the rapid development of the productive forces of society have intensified the impact of man's economic activities on the natural environment, and have considerably widened the sphere of his intervention in natural processes. The intensive utilization of natural resources and the pollution of the planet's biosphere have brought the human race to the brink of a serious ecological crisis. Consequently, the protection of the environment and the rational utilization of natural resources have become urgent global problems of the modern age.

Naturally, these problems cannot be solved by the efforts of individual States alone. National measures to protect the environment must be combined with wide international cooperation at the global and regional levels. International law is called upon to play a leading role in establishing and developing such cooperation and regulating the measures undertaken by various States to protect the environment.

The international legal protection of the environment is a relatively new but rapidly developing part of modern international law. At the present time, there are a number of international treaties of different kind governing various aspects of the protection of the environment and the rational utilization of natural resources. These agreements primarily concern the following:

* the prevention of the pollution of maritime waters, the protection and rational utilization of the sea's living resources;
* the protection of the waters and resources of international (multinational) rivers;
* the protection of the Earth's atmosphere and outer space from pollution and other unfavourable influences;
* the protection and rational utilization of the animal and plant world on land;
* the protection of unique natural objects and complexes and of individual ecological systems:
* the protection of the Earth's environment from radioactive contami­nation.

The international legal regulation of the environment protection measures undertaken by different states has unquestionably been influenced by the many universal international treaties which either contain important provisions relating to the protection of the environment, or else are directly or indirectly contributing to the improvement of the planetary environment.

In addition to international treaties, international custom also plays an important role in the protection of the environment.

An important role in the development of the international legal protection of the environment is played by resolutions adopted by international organizations, and above all by the United Nations and its specialized agencies.

**Notes**

*Productive forces — зд. Промышленное производство*

*to intensify the impact on — усиливать воздействиена*

*economic activities — экономическая деятельность*

*intervention in natural processes — вмешательство в природу*

*natural resources — природные ресурсы*

*rational utilization of natural resources — разумное использование природных ресурсов*

*to bring to the brink of ecological crisis — привестина грань экологической катастрофы*

*urgent problem — проблема, требующая безотлагательного решения*

*pollution of the planet's biosphere — загрязнение биосферы планеты syn. contamination*

*radioactive contamination — радиоактивное загрязнение*

1. **Find the English equivalents.**
2. вносить вклад в
3. окружающая среда
4. загрязнение биосферы планеты
5. защищать окружающую среду
6. принять меры
7. предотвращение загрязнения
8. неблагоприятное влияние
9. радиоактивное загрязнение
10. расширять сотрудничество
11. насущные мировые проблемы
12. **Find the English equivalents for the words in brackets.**
13. The intensive (использование природных ресурсов) and (загрязнение биосферы планеты) have brought the human race to the brink of a serious ecological crisis.
14. National measures (зашиты окружающей среды) must be com­bined with wide (международным сотрудничеством) at the global and regional levels.
15. There are a number of (международных договоров) governing vari­ous aspects of (защиты окружающей среды).
16. The protection of (загрязнением мирового бассейна) is a very im­portant task.
17. (Защита атмосферы земли) is one of the most urgent global prob­lems.
18. (Рациональное использование животного и растительного мира) is essential.
19. (Радиоактивное загрязнение) is a great threat to global security.
20. Rapid development of (промышленного производства) has wid­ened the sphere of intervention in natural processes.
21. **The major concerns are listed in two columns. Match a word on the left with one on the right to form 13 phrases related to the law of property.**

|  |  |
| --- | --- |
| atomic | waters |
| clean | water |
| clean | species |
| endangered | sources |
| energy  | resources |
| natural | pollution |
| navigable | pollution |
| noise | forests |
| ocean | energy |
| oil | dumping |
| pesticide | disposal |
| tropical | control |
| waste | air |

1. **Now answer the following sentences using the appropriate phrase from the above list.**
2. Which legislation prevents the destruction of large areas of trees in the equatorial areas?
3. Which legislation protects the quality of the water that we drink?
4. Which legislation controls the application of chemicals in farming?
5. Which legislation prevents the disposal of rubbish at sea?
6. Which legislation protects our ears?
7. Which legislation protects those animals which are in danger of extinction?
8. **Complete this text about corporate responsibility and the environment with words from the box.**

abused affected alternative assets benefit climate codes communities compensation conflict consultation degradation ecological ecosystems effect exploit extracts fossil genetically human rights impact implementing indigenous indirectly minimize non-renewable non-sustainable pollution precautions protocols reduce regulations regulatory renewable resources solar sustainable sustaining transparent voluntarily

A company should ensure that its actions do not damage local and global ………. It needs to ……….its use of natural …….. such as oil, gas and other ………fuels, and regulate its …………on aspects such as ………..change, and air, sea and noise……….. . It needs to be aware of the dangers it might pose in terms of ……… …………, and must follow local, national and international ………….., rules,………… and ………..designed to………. damage.

Where possible, it should ………… the availability of ……… power sources such as ………. and tidal power. If the company is involved in the agricultural sector, it should support and encourage ………. agriculture and forest use. If a company wishes to develop …………modified products, it should do so only if it is safe, and only after public ………., and it should take all necessary ……… .

It should also have the approval of local people who might be ………. If accidents occur or ……….breaches are made, the company must be honest and ……….. in its dealings with those who are affected, and assist them in………. procedures to reduce its ………….

A company that……… and exploits natural ………resources such as coal, oil or gas, or ……….. resources such as hydro-electric power, should ensure that it avoids ………….with local people, and that the ………….of those people are not …………through its actions, either directly or ………….. It needs to be aware of its role in …………….the environment, and helping to preserve the survival of local and national ………… (including………. people who might be less able to represent or defend themselves). A company should avoid working in or around vulnerable and ………… communities unless its actions directly ………… those communities. Where people are …………… asked to move in order for a company to exploit local resources, they should do so …….., and should be offered adequate ………. for their land and ……….(the resource being exploited should be considered as one of these).

## UNIT II.LEGAL PROFESSIONALS IN PRACTICE

### CLIENT CORRESPONDENCE

Conciseness can be a feature of legal correspondence in English. This is partly achieved by using words or phrases to refer to segments of earlier text (substitution) or by not completing a phrase and omitting words (ellipsis), assuming the reader can recover the meaning from the preceding text. Another feature of legal text is the use of capitals mid-sentence for key terms which may be defined or interpreted elsewhere in the text or in another document.

The letter below is from a sequence of correspondence between a solicitor and his client. It concerns the final stages of the purchase of a company.

JENKINS WATSON

Strictly Private and Confidential

Mr G Stobbard

Managing Director aep/2122-004

Lincoln James Limited Encl/.

4 India Street

Winchester 23 February 2007

Dear Gordon

**Project Ivory**

Target Company - Franklin Red Limited (FR Ltd)

Following our meeting on Monday please find enclosed the further amended Heads of Terms relating to the above for your approval.

As previously discussed, you will let me have further instructions in relation to conditions to which Completion will be subject. You will see that I have left this aspect as originally drafted for the time being.

I should be grateful if you would read the enclosed carefully and confirm that you are happy with the same, or alternatively let me know if any further changes are required. I will be engaged in meetings on Thursday morning but am in the office for the rest of the week apart from that.

I look forward to hearing from you.

Yours sincerely

Alex Paine

*Note:* Encl/. - an abbreviation for 'Enclosure', used to indicate that other documents are included

Heads of Terms - document setting out the principal agreement pre-contract completion - financial closure of the deal; when it is completed

**Standard phrases for starting and ending letters and emails**

**Stating the reason for writing**

I am writing to inform/advise you that ...

Please find enclosed ... / I am pleased to enclose ...

We act for / on behalf of ...

We are instructed by the above-named client in relation to ...

**Referring to previous contact**

Further to our recent correspondence ...

I write further to my letter / our meeting of ...

As previously discussed ...

Following our meeting on ...

Thank you for your letter/e-mail of ...

**Offering further assistance**

Please let me know if you have any particular concerns ...

Please let me know if we can be of further assistance ...

If you have any questions, please do not hesitate to give me a call ...

**Referring to the next step**

I should/would be grateful if you could ...

Could you please confirm that ...

**Ending**

I look forward to hearing from you shortly / as soon as possible.

I look forward to our meeting / your reply

1. **Match the words and phrases from the letter with the synonyms (a-f).**
2. apart from a for now
3. for the rest of b changed
4. enclosed c besides
5. further d for the remainder of
6. for the time being e additional
7. amended f together with the letter
8. **Decide which of the following phrases underlined in the letter above is an example of substitution and which is an example of ellipsis. In the case of substitution, make a note of the phrase in the letter which it refers back to. In the case of ellipsis, make a note of the missing word(s). Thefirst one has been done for you.**
9. ... for the rest of the week apart from that.
10. *Substitution of 'that' for 'Thursday morning'*
11. ... relating to the above ...
12. ... I have left this aspect as originally drafted ...
13. ... readt he enclosed carefully ...
14. ... and confirm that you are happy with the same, or ...

**EXPLANATIONS AND CLARIFICATION**

**Explaining a procedure**

When you list the different stages of a procedure, your listeners' comprehension of the information that you are presenting will be better if you use phrases to structure and sign post what you say. For example:

**First..., then ..., next ..., after that ..., finally ...**

Other phrases you might use include:

**The next thing/step is to ..., once that's been done ..., before that happens you/we ..., the last step will be to ...**

**Approximating and comparing**

When talking to or writing to a client or colleague from another legal system, you may need to explain or describe features of your system which are different or broadly similar. The phrases below can be used to compare aspects of your system. It may be appropriate to use key terms in your own language and then offer a comparative explanation, for example:

In Scotland 'delict' arises from the law of obligations. This is comparable to 'tort' in England.

**Rephrasing and clarifying**

When you are explaining something which is new or complex, it is important to check that your listeners understand what may be new terms or concepts. You can help their comprehension by rephrasing your words and help your own comprehension of what they say by rephrasing or summarising their words. You can use the phrases below to signal that you are rephrasing or asking for clarification.

**Explain the different stages in getting proprietary rights for an invention as if to a client. The first part of the explanation has been done for you.**

* consider submitting an application to the patent office in the research phase
* don't publicly disclose the invention because this might be interpreted as prior publication
* think about using the services of a registered parent agent to help prepare the specification (the legal document) required by the patent office
* complete the form 'Request for grant of patent'
* take or send the documents to the parent office
* the parent office decides whether the invention fulfills specific conditions before it grants a patent

*You wanted me to give you an outline of the stages in getting proprietary rights. First, consider submitting an application to the…..*

### LEGALESE

Legal writing in English has developed over hundreds of years and is characterised by specific features, some of which can make it difficult for the non-lawyer to understand. Characteristics of legal writing include: using Latin terms; using technical terms ('subsidiarity'), using old-fashioned words not much in general use; using pairs of words with a reciprocal relationship ('lessor'/'lessee'); using legal jargon ('without prejudice to') including the use of pairs of words ('terms and conditions'), or triplets ('build, erect or construct'); having special meanings for words in ordinary use ('the judge determined the facts of the case', where 'determined' means 'decided'); using vague words ('provide a sufficient service'); using long sentences with little punctuation; inverting word order ('title absolute'); using capital letters to signal important or defined terms ('the terms of the Lease ...') avoiding personal pronouns ('you', 'we', 'I'); the specific use of the modal verb 'shall' to impose an obligation or duty on someone ('The tenant shall not sub-let the whole or part of the premises.'); the use of 'shall' in a directory sense ('Notice of an appeal shall be filed within 28 days.').

**Latin terms**

There are many Latin terms in written English legal text, some of them are used so frequently that they are in general English use (e.g., ad hoc, bona fide, prorata, etc.).

ad hoc – for this purpose

affidavit – witnessed, signed statement

bona fide – in good faith

caveat – warning

de facto – in fact

de jure – by right

et cetera(etc.) – and so on

exempli gratia (e.g.) – for example

ex parte (ex p.) – by a party without notice

id est (i.e.) – that is

in camera – hearing a case in private

in curia - in open court

in situ - in its original situation

inter alia - among other things

ipso facto - by the fact

per pro - on behalf of another

per se - by itself

prima facie - at first sight

pro rata - in proportion

quasi - as if it were

subjudice - in the course of trial

ultra vires - beyond the power

videlicet (viz) - namely

Older words and modern equivalents

A number of linking terms are used in older written legal texts (case reports, legislation, court documentation, contracts, etc.) to refer to other parts of the same text, to different legal documents, or to related contexts.

the aforementioned / the foregoing - set out above / written above

the undermentioned- set out below / written below

hereafter - after this

hereby - in this way / by this

herein - in this (document)

hereof- of this

hereto - to this

herewith - with this

notwithstanding - despite

thereafter - after that

thereby - in that way / by that

therein - in that (document)

thereof - of that

thereto - to that

therewith - with that

**I. Underline the characteristic features of legal writing in the following consumer contract terms (1-3).**

1. This Agreement and the benefits and advantages herein contained are personal to each Member and shall not be sold, assigned or transferred by the Member.

2. Lessor shall not be liable for loss of or damage to any property left, stored or transported by Hirer or any other person in or upon Vehicle either before or after

the return thereof to Lessor. Hirer hereby agrees to hold Lessor harmless from, and indemnify Lessor against all claims based on or arising out of such loss or damage unless caused by the negligence of Lessor.

1. Title to property in the goods shall remain vested in the Company (notwithstanding the delivery of the same to the Customer) until the price of the Goods comprised in the contract and all other money due from the Customer to the Company on any other account has been paid in full.

**II. Match the sentences containing Latin terms (1-7) with the sentences which have similar meaning (a-g).**

1. There is a prima facie case to answer.
2. They have entered a caveat.
3. Their action was ultra vires.
4. The newspapers cannot report details of the case because it is subjudice.
5. An ex parte application was lodged at the court.
6. The court sat in camera.
7. An ad hoc committee was formed.
8. They acted in a way which was beyond their legitimate powers.
9. An application for an injunction was made to the court by one party and no notice was given to the other party.
10. The case was heard in private, with no members of the public present.
11. They have warned us they have an interest in the case, so they will need notice before we take any further steps.
12. A committee was set up for the particular purpose of investigating the issue.
13. The action should proceed because one side has shown there seems to be sufficient evidence.
14. The case cannot be mentioned in the media if it is likely to prejudice court proceedings.
15. **Look at the following extracts from contract clauses. Link the underlined word to its meaning.**

**Contract clauses**

1. now it is hereby agreed ....
2. subject as hereinafter provided
3. you will find in the documents herewith attached
4. the first installment becoming due one month from the date hereof
5. the failure of either party to exercise any right or remedy to which it is entitled hereunder
6. by referring to the points mentioned therein
7. as thereby stated
8. and for a period of 12 months thereafter
9. the failure of either party to exercise any right or remedy shall not constitute a waiver thereof
10. all statutory instruments or orders made pursuant thereto
11. the Initial Fee together with any VAT thereon
12. the cost of the product, and the monthly payments therefore
13. the aforementioned terms shall prevail over

**Meaning**

1. by the terms of this agreement
2. to that thing just mentioned
3. previously stated
4. later in this document
5. after that event
6. by means of this document or declaration
7. in that matter
8. on that item
9. of this event
10. for that item
11. with this document
12. of or about that
13. by means of or because of that
14. **Complete sentences 1 - 15 with appropriate words given below. To help you, each sentence is followed by an explanation in italics of the function of the missing word.**

*Afore mentioned hereafter hereby herein hereinafter hereof hereto (x2) heretofore hereunder herewith thereafter therein thereinafter thereinbefore*

1. We are somewhat confused, as the contract we received named the company as The Sophos Partnership in the first paragraph, but \_\_\_\_\_\_\_\_ as Sophos Ltd. *(listed or mentioned afterwards in the document)*
2. Could you explain why the interest rate is quoted as 17% on the final page of the agreement you sent us, but as 15% \_\_\_\_\_\_\_\_\_. *(listed or mentioned earlier in a document)*
3. He was present when the exchange took place, and has been summoned as witness \_\_\_\_\_\_\_\_\_ . *(of this event / fact)*
4. For more information, see the documents listed \_\_\_\_\_\_\_\_\_. *(below this heading or phrase)*
5. All parties are expected to comply with the conditions stated \_\_\_\_\_\_\_\_, unless a formal application is made to do otherwise. *(in this document)*
6. Final delivery of the merchandise is to be made no later than the dates listed \_\_\_\_\_\_\_\_ . *(relating or belonging to this document)*
7. The copyright for this book will \_\_\_\_\_\_\_\_ be in the name of the author, Archibald Thrupp. *(from this time on)*
8. According to the schedule of payments attached \_\_\_\_\_\_\_\_, invoices must be submitted at the end of each month. *(to this document)*
9. You are advised to refer to the previous contract, and the terms and conditions cited\_\_\_\_\_\_\_\_\_\_\_ . *(in that document)*
10. The accused is to report to his probationer twice a week for the first month, and \_\_\_\_\_\_\_\_ once a week for the next five months. *(after that)*
11. The parties \_\_\_\_\_\_\_\_\_\_ acting as trustees are to be consulted regularly. *(previously, earlier or before now)*
12. Thank you for the prompt dispatch of our goods. Please find a cheque enclosed \_\_\_\_\_\_\_\_ .*(together with this letter or document)*
13. This agreement is made on 1 April 2007 between Blueberry Press (\_\_\_\_\_\_\_\_ called the PUBLISHER), and Michael Halms worth(\_\_\_\_\_\_\_\_called the AUTHOR). *(stated later in this document: the same word should be used to complete both gaps)*
14. Mr Harrison has failed to comply with the terms set out in his contract, and we \_\_\_\_\_\_\_\_ revoke the contract. *(as a result or in this way)*
15. The \_\_\_\_\_\_\_\_\_\_\_ company was awarded the contract under certain conditions. *(mentioned earlier)*

***Check your knowledge***

**How many of the meanings on the left can you match with the expressions on the right?**

|  |  |
| --- | --- |
| By the operation of the law.Caught in the act of committing a crime.On the face of it, or as things seem at first.A gift (usually money) with no obligations attached.Starting again.On its own, or all alone.The right to be heard in a court.Among / In addition to other things.A legal action or application pursued by one party only.After the event.Equally, or with no distinction.An act, such as murder, which is a crime in itself.When a threat is implied in a contract, and as a result the contract is invalid.A legal remedy against wrongful imprisonment.Taken as a matter of fact, even though the legal status may not be certain.For a short time.Legal action against a person (for example, one party in a case claims that the other should do some act or pay damages).By this fact, or the fact itself shows this to be true.Acting in place of a parent.A matter on which a judgment has been given.A decision correctly made by a court, which can be used as a precedent.Capable of committing a crime.The duty to prove that what has been alleged in court is true.In total good faith, a state which should exist between parties to some types of legal relationship.A real agreement to a contract by both parties.A situation where the legal title is clear.Referring to the case at law.Mad, or not completely sane.With no owner, or no obvious owner.The mental state required to be guilty of committing a crime.An action done in return for something done or promised.From the beginning.Legal action against a thing (for example, one party claims property or goods in the possession of another).An act forbidden by criminal law.Not capable of committing a crime.The real proof that a crime has been committed.An act which is not a crime, but is forbidden.In good faith.Acting in a way which exceeds your legal powers. | ab initio actusreusad litem bona fide(s) bona vacantiaconsensus ad idem corpus delictide facto de jure de novo dolicapaxdoliincapaxex gratia ex parte ex post facto habeas corpus in flagrante delicto in loco parentis in personamin rem inter alia in terroremipso facto ipso jure locus standimala in se mala prohibitamensreanon compos mentis onus probandiparipassuper curiamper se prima facie pro tempore quid pro quo res judicata uberrimaefideiultra vires |

## UNIT III.COMPANY LAW

### FORMS OF BUSINESS ORGANIZATIONS

A business may be privately organized in three different forms. These forms are the sole proprietorship, the partnership and the corporation. Most business firms are created and exist to make a profit.

Sole trader (UK) / Sole proprietorship (US)

A sole proprietorship is a form of business organization owned and operated by one person. Sole proprietorships are the most numerous kind of business organization, but most of them are very small. Sole proprietors own all the profits of their enterprises, and they are “own bosses”. They don’t have to pay the special taxes placed on corporations. Among sole proprietors are farmers, professional men, small storekeepers and small manufacturers.

The greatest disadvantage of a sole proprietorship is unlimited liability that each proprietor faces. Liability refers to legal obligations to pay for debts or damages. Other disadvantages may include lack of opportunities for employees, limitations of size and growth and lack of management resources.

A partnership is a form of business organization that is owned and run by two or more persons. Partnerships are easy to form, relatively small to control and often get tax benefits from the government. Partnerships are not subject to special taxation. Partnerships can be found in such professional fields as medicine, law, accounting, insurance.

In many cases partnerships have unlimited liability. Each partner is both jointly or separately responsible for all the debts of their business. If the business fails, its creditors have the right to recover their money from any, or all, of the partners.

It's also possible to have a Limited Liability Partnership, or LLP, which has a legal identity separate from its members. In this sense it resembles a limited company. It's possible for all the partners except one, known as the general partner, to be a limited partner. A sleeping partner may have a share in the business but doesn't work in it. An individual is therefore able to invest capital in an LLP without risking any further liability.

*Company (US and UK) / Corporation (US)*

A corporation is a form of business organization created under a government charter.

A corporation may issue and sell stock certificates. A person who owns a stock certificate is called a stockholder. Shareholders are the owners of a corporation and their shares of ownership are represented by stock certificates. The business is a legal entity that is separate from its owners - the shareholders. The owners are not fully liable for the debts of the business. Instead, their liability (= potential risk) is restricted to their share capital. This is the amount of cash that they have contributed to the company. This is referred to in law as 'limited liability'.

There are two main types of companies:

Private company: the shares (*AmE* stocks) are private in the sense that they cannot be bought by members of the public. The vast majority of companies fall into this category. They're often smaller companies, with shares held by a few business associates or family members. It's mandatory for a PLC to have at least two shareholders, two directors, and a professionally qualified Company Secretary.

Public company: the shares are openly traded on a public stock exchange. These are the large, often well-known businesses. The word 'public' should not be confused with 'state-owned'. A 'state-owned enterprise' (SOE) is owned by the government.

A Private Limited Company (Ltd) is a separate legal entity which can sue, and be sued, in its own right. The Company is identified by its registered number, which will remain the same irrespective of any changes of name.

A corporation is managed by the Board of Directors.

It is difficult and expensive to organize a corporation. The process of obtaining a charter usually requires the services of a lawyer. Corporations are subject to special taxes.

**Notes**

|  |
| --- |
| *sole proprietorship – единоличное владение* |
| *unlimited liability - неограниченная юридическая ответственность* |
| *to run - управлять* |
| *partnership - партнерство* |
| *to recover one’s money - вернуть свои деньги* |
| *to be subject to taxation –подлежать налогообложению* |
| *to issue - выпускать* |

1. **Give the English equivalents from the text.**

Единоличные владельцы, прибыль, производители, налоги, подлежать налогообложению, держатели акций, услуги юриста, устав, совет директоров, неограниченная юридическая ответственность, долг, бухгалтерский учет.

**II. Match each legal form of an enterprise with their Russian equivalents.**

1. headquarters (USA) registered office (UK)
2. holding company
3. individual (family) pri­vate enterprise
4. Joint Stock Company of «closed» type (CIS)
5. Joint Stock Company of «open» type (CIS) Public limited company (UK)Publicly held company, listed company (USA)
6. Limited liability Company
7. limited partnership
8. municipal enterprises
9. non governmental enter­prises (NGO)
10. sole proprietor
11. state/ governmental en­terprises
12. subsidiary, daughter company
13. commandite, partnership in commendam (Eu­rope) limited partnership (UK, USA)
14. division
15. establishment
16. general (ordinary, unlim­ited partnership)
17. индивидуальный предпри­ниматель
18. индивидуальное (семей­ное) частное предприятие
19. полное товарищество (CIS, Europe) партнерство (UK, USA)
20. смешанное товарищество (CIS)коммандитное товарищество (Europe)партнерство (UK, USA)
21. товарищество с ограничен­ной ответственностью (ТОО)
22. государственное предпри­ятие
23. негосударственное пред­приятие
24. муниципальное предпри­ятие
25. открытое акционерное об­щество
26. закрытое акционерное об­щество
27. общество (компания) с ог­раниченной ответственно­стью
28. холдинговая компания (хол­динг)
29. учреждение
30. дочерняя фирма, филиал
31. отдел, отделение компании
32. основной (головной) офис

**III. Match the two parts of the sentences**.

1. Choosing an appropriate business medium depends on
2. A small enterprise where one person bears the responsibility and takes the profits
3. In an ordinary partnership, all the partners are
4. In a Limited Partnership, a specified partner bears the risk
5. Partners need to decide
6. Details such as the division of profits and losses may be
7. Misconduct by a partner might lead to
8. the starting date and length of the partnership.
9. for the firm's debts, while limited partners have restricted liability.
10. set out in the deeds (formal documents) of the partnership.
11. her being forced to leave the partnership.
12. responsible collectively and individually for the financial losses of the business.
13. may be run by a single business person.
14. a number of factors, such as the size and type of business and the need to limit liability.

### THE BOARD

Public companies are controlled by a board of directors ('the Board'), elected by the shareholders. Not all Boards are fully independent, but in general their role is to:

* Set long-term strategy.
* Appoint a Chief Executive Officer (CEO) and other members of the senior management team to run the company day-to-day.
* Ask questions about any short- or medium-term strategy developed by the CEO, and then support it once they have agreed.
* Oversee the preparation of the financial statements.
* Appoint and ensure the independence of the company's auditors.
* Oversee and manage risk.
* Set an annual dividend.

Who chooses the Board? In theory, it's the shareholders. At the Annual General Meeting (*AmE* Annual Meeting of Stockholders) the shareholders can question Board members, vote to accept or reject the dividend, vote on replacements for retiring Board members, etc. But, in practice, the situation may be different. In particular, most shares are held by large institutions, and these may simply sell their stake if they aren't happy, instead of trying to change the Board. In reality many Board members are chosen by the CEO and the shareholders simply approve these members.

There are no mandatory qualifications to become a director of a private or public limited company (plc), although the following persons are disqualified and are not allowed to hold the position:

* An undischarged bankrupt, who has not been released by the court from his debts, unless leave**,** or permission, is obtained from the court;
* a person disqualified by a court from acting as a company director. If leave is given by a court, it must be for the person to be appointed as a director for a specific company;
* in Scotland, a person under the age of 16;
* anyone over the age of 70 in the case of a plc. This age requirement may be waived, or ignored, in the case of a candidate named by a general meeting of the company.

Although incorporation limits liability, the directors retain personal responsibility to ensure the company complies with the filing of documents on time. Failure to do so is a criminal offence.

### QUALIFICATIONS AND DUTIES

### OF A COMPANY SECRETARY

As a company officer, the company secretary may be criminally liable for a default committed by the company. An employment contract will usually specify the remit of their duties, that is, the areas of responsibility, which normally include:

* maintaining the statutory registers, for example the register of members;
* filing the statutory forms, for example notifying changes among the directors;
* serving members and auditors with notice of meetings;
* supplying a copy of the accounts to every member of the company;
* keeping minutes of directors meetings and general meetings.

**Corporate governance**

This whole issue of the role of the Board, how senior managers are responsible to shareholders, and how the company is run, is referred to as 'corporate governance'. Traditionally, different regions of the world have had different models of corporate governance.

Anglo-American model: separation of ownership (i.e. shareholders) and control (*i.e.,* managers); priority given to the interests of shareholder.

European / Japanese model: similar to the Anglo-American model, but a greater recognition of the interests of other stakeholders such as employees, suppliers, customers, lenders (e.g. banks), and the community.

East Asian / Latin model: family-owned companies with no independent Board or outside shareholders.

Nowadays this traditional pattern is breaking down, and the situation is more mixed. However, the following basic principles of corporate governance are widely accepted:

* Respect for the rights of shareholders.
* A clear definition of the roles and responsibilities of Board members.
* Integrity and ethical behaviour.
* Disclosure (= giving full information) and transparency.

**I. Underline the correct words in italics.**

Money that a person or company owes is *debt / liability.* The word *debts / liabilities*, when used in the plural and in a formal context, has the same meaning - but it can also have a wider meaning of 'legal responsibilities'.

* + 1. The word *owner / proprietor* means that you legally have something - anything. The word *owner / proprietor* means that you have a business (and is more formal).
		2. If you and your business partners all have the same risks at the same time, then you *divide / share* the risks. If you separate the risks into smaller parts or different categories, then you *divide / share* them (= split them).
		3. *A shareholder / stakeholder / stockholder* is someone who owns part of a business, in British English. *A shareholder / stakeholder / stockholder* is the same, in American English. *A shareholder / stakeholder / stockholder* is anyone who has an interest in the success of a plan, system or organization.
		4. If you're a shareholder in a company, then every year you receive *an income / a profit / a dividend* paid out of the company's *income / profits / dividends.*

**II. Read the definition below and find the word in the text. (It appears twice.)**

(formal) 'a general term for any institution, company, partnership, government agency, or any other organization which exists in law as a separate and complete unit.'

**III. Fill in the missing letters.**

1. If you're completely liable for something, then you're f \_ \_ \_ y liable.
2. If you're liable for something in law, then you're le\_ \_lly liable.
3. If you as an individual are liable for something, then you're per \_ \_ \_ ally liable.
4. If you may be liable for something, then you're pot \_ \_ \_ ially liable.
5. If you keep shares for a long time, then you h \_ \_ \_ them.
6. If you buy and sell shares, then you tr \_ \_ \_ them.

**IV.** **Find a word in ‘The Board’ section that matches each definition below.**

* + - * 1. watch the progress of something to make sure it's done correctly; supervise
				2. external firms that officially examine the financial records of a company to see that they're true and correct
				3. an amount of the profits that the company pays to shareholders
				4. money invested in a business

**Now do the same for the 'Corporate governance' section.**

5. the quality of being honest and having high moral standards

6. doing things in a way that allows other people to know exactly what you're doing .

**V. Make word partnerships by matching one item from each box. Then use the word partnerships to complete the text below.**

|  |
| --- |
| Detailed legal limited non-profit |

|  |
| --- |
| entity legislation liability organization |

The letters that follow a company name can tell you about its status in law.

In the UK, a private company has 'Ltd' after its name (because of the (1)…….. of its owners) and a public company has PLC (standing tor Public Limited Company).

In the US, 'LLC' (Limited Liability Company) and 'Corp' are approximate equivalents to 'Ltd' and 'PLC', although the (2) …….. governing company formation is different in the two countries.

The letters 'Inc' (meaning 'incorporated') are also used in the US, and they cover a very broad range оf organizations. They can refer to any (3) …….. that is separate from its owners such as a private company, a public company, a (4) ………, or a sports club.

1. **Write down the full form of these abbreviations:**

 **CEO, AGM, PLC, LLC.**

1. **Find answers to the FAQs below.**
	1. *Hugh* Minton-Davies has been offered an appointment as a director for Gecko plc, registered in England. He's 71, a non-EU citizen with South African nationality, and has been a director of several South African companies. He has unpaid debts and has been unable to pay his creditors.

Is he qualified to hold the office of company director for Gecko plc? Why / whynot?

* 1. The directors of Gecko plc have filed their accounts at Company House more than nine months after the accounting reference date. They have failed to notify the Registrar of the death of a director and the appointment of Hugh Minton-Davies.

Can you advise the directors on their situation?

* 1. The annual returns of Monocles Ltd have not been submitted for two years and correspondence sent to their registered office in England has been returned. What may happen to the company?

## UNIT IV. CONTRACT LAW

### TYPES OF CONTRACTS

1. **Read the text, answer the questions.**
2. What is a contract?
3. What must a valid contract include?
4. In what forms do contracts exist?
5. What contracts must always be in writing?
6. What is a breach of a contract?
7. What may the injured party seek in court?
8. What is a remedy?
9. Who must compensate for a breach of a contract?
10. What are damages?

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

A contract is an agreement which is made between two or more parties and which is binding in law.

The parties must have a legal intention to be legally bound before making a contract. They must agree to contract on certain terms, they must know what they are agreeing to.

To give real consent to an agreement, both parties must demonstrate legal capacity (competence). A person who is judged mentally ill or incompetent by a court of law cannot be held to a contract. Someone under the influence of alcohol or other drugs might not be judged competent.

In addition, a person who is not of legal age cannot enter into a binding contract. Legal age varies from state to state and with circum­stances. For most contracts, the legal age is either 18 or 21.

In order to be binding in law the agreement must include an offer and an acceptance of that offer. In every valid contract there must be an exchange of consideration. A valuable consideration is something a person has given, or done, or agreed not to do when making a contract.

For a promise to become an enforceable contract, the parties must also agree on the essential terms of the contract, such as price and subject matter.

A contract may be written, oral, or implied from conduct. Most contracts can be either written or oral. However, certain kinds of contracts must be in writing to be enforceable in court of law. These include contracts for the sale of land and estate, contracts of insurance and hire-purchase.

In a valid contract each person is legally bound to do what is promised. If one party to a contract does not carry out the promise, the other party can go to court and be entitled to a remedy.

First, the court must decide if a contract has been made. The judge will also consider if the contract has all the essential elements: an offer, an acceptance and a valuable consideration. It is very important for a judge to consider the capacity of contractors, which is whether they are legally competent to make a contract.

When one party refuses to perform or fails to perform the obligations under the contract, it is called a breach of contract. The party in breach must compensate the other party. Accordingly, the injured party may seek any of several remedies for the breach in court. A remedy is the means to enforce a right or to compensate for injury. The usual remedy is damages — monetary compensation. In addition to financial loss a plaintiff sometimes tries to claim damages for mental distress caused by the breach of contract. A court will award damages only for the loss closely connected with the defendant's breach.

Instead of damages, a plaintiff sometimes asks the court to force the other contractor to carry out the contract. In English law it is called specific performance. Sometimes the court decides to award damages instead of specific performance, and sometimes it awards both.

**Notes**

*party to a contract — сторона, заключающая контракт*

*to be binding in law — иметь обязательную силу по закону*

*to make a contract — заключать контракт*

*offer — предложение, оферта*

*acceptance — принятие, акцепт*

*valid — юридически действительный*

*exchange of consideration — обмен встречными удовлетворениями*

*valuable consideration — надлежащее встречное удовлетворение*

*to be enforceable in court of law — способный быть удовлетворен­ным в судебном порядке*

*remedy — средство судебной защиты*

*breach of contract — нарушение контракта*

*party in breach — сторона, нарушившая контракт*

*injured party — потерпевшая сторона*

*to seek remedies for the breach in court — обращаться в суд для получения средств судебной защиты за нарушение контракта*

*damages — возмещение ущерба, компенсация*

*to suffer some loss— понести убытки*

*to award damages — присуждать возмещение ущерба*

*specific performance — реальное исполнение*

*to claim damages — требовать возмещения ущерба*

1. **Find the English equivalents for the word combinations.**
2. сторона, заключающая контракт
3. заключить контракт
4. контракт о страховании
5. быть обязанным по закону
6. правовое намерение
7. нарушить контракт
8. средство судебной защиты
9. сторона, нарушившая контракт
10. присуждать возмещение ущерба
11. моральный ущерб
12. **Find the English equivalents for the sentences.**
13. Чтобы иметь обязательную силу, соглашение должно включать оферту и акцепт.
14. Контракты заключаются как в устной, так и в письменной форме.
15. Контракт — это соглашение, которое заключается между двумя и более сторонами и является обязательным.
16. Стороны должны согласиться заключить контракт на определенных условиях.
17. Некоторые контракты должны быть только в письменной фор­ме, чтобы они могли быть рассмотрены в судебном порядке.
18. Надлежащее встречное удовлетворение — это то, что лицо дало, сделало или согласилось не делать при заключении кон­тракта.
19. **Match the words with their definitions.**

An action that is wrong but not criminal and can be dealt with in a civil court of law.

An official decision given by a judge or a court of law.

An official agreement to take something that you have been offered.

A simple contract which is not in writ­ing.

A way of dealing with the problem or making an unsatisfactory situation better.

Something of material value given by a party to a contract in return for some duty taken upon himself by the other party.

An action that violates a law, rule or agreement between people or groups.

The legal right necessary for an indi­vidual to enter into a binding contract.

An amount awarded by a court to an ap­pellant who has suffered loss as a result of the actions of another party / Compen­sation for breach of contract.

A court order to complete / to carry out a contract.

An order issued to prevent someone from continuing to act in a certain way, or in a manner harmful to someone else.

A contract that never existed, either be­cause it is not recognised by the law or because there is a fundamental mistake common to both parties.

|  |  |
| --- | --- |
| **a)**acceptance | **g)**award |
| **b)**consideration | **h)**injunction |
| **c)**tort | **i)**damages |
| **d)**void contract | **j)**breach |
| **e)**remedy | **k)**specific performance |
| **f)**capacity | **1)**parole contract |

**V. Complete this text with words or expressions from the box.**

|  |
| --- |
| 1. accepted 2. agreement 3. breach 4. consideration 5. contractual liability 6. damages 7. express 8. implied 9. intention 10. obligations 11. offer 12. reward 13. signed14.stated 15. sue 16. terms 17. under seal 18. verbally 19. voided 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).

1. **Say whether the statement is true or false. Explain your position.**

If there is a disagreement between companies the injured party will always take legal action against its partner.

Things that were said but never written down cannot be de­scribed as a contract.

The contract is binding in law only if it included an offer and acceptance of what was offered.

Advertisement cannot be considered as offers.

If no valuable consideration is offered a contract has not been made.

The contract cannot be enforced by the court if the contractors are not legally entitled to it.

The usual award for damages is specific performance.

1. **There are many different kinds of contract for different situations. Look at the following paragraphs, and decide what kind of contract is being described or talked about.**
2. I went into the supermarket and chose the items that I wanted. As soon as my basket was full, I headed for the checkout.
3. 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 installments over the next three months. I'm going round to collect the computer this evening.
4. The property is unfurnished, and the rent is £650 pcm, 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.
5. The total amount you are borrowing is £9,000 at an APR of 6.6%. Repaid in monthly installments over 3 years, this gives you a monthly repayment figure of £275.46, totaling £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.

**VIII. Look at paragraphs 1 - 5 in the boxes, and answer the questions that follow them.**

I.

This contract is binding, and we expect all the parts involved (both clients and suppliers) to abide by the terms and conditions stated in sections 3a - 37g on pages 1 - 17.

One of the underlined words / expressions in the above sentence is wrong. Identify and correct it.

True or false: a contract which is *binding* is flexible and can be changed at any time.

II.

On terminator of this contract, the company will be obliged to return any unused materials to the supplier within 28 days, unless provision has been made for a temporary extension. If any of the rules of the contract are broken, all materials must be returned immediately.

One of the underlined words / expressions in the above sentence is wrong. Identify and correct it.

True or false: *provision* has a similar meaning to *arrangement.*

III.

The contract was originally verbal, but we've finally managed to get the company to give us something on paper. They say that this contract is un-negotiable, but maybe we can persuade them to amend some of the details before we sign on the dotted line.

One of the underlined words / expressions in the above paragraph is wrong. Identify and correct it.

True or false: the speaker thinks that it might be possible for small changes to be made to the contract before she signs it.

Rearrange the letters in **bold** to make words which have the same or a similar meaning to *verbal* in this situation: **rolakosnep**

IV.

Swillpot Airline Catering Ltd were sued by Pan-Globe Airways when they were found to be in beach of their contract, specifically that they had failed to comply with clause 27B, which stated that their food should be "fit for human consumption".

One of the underlined words / expressions in the above sentence is wrong. Identify and correct it.

True or false: Pan-Globe Airways are unhappy with Swillpot Airline Catering because they have breached *all* of their contractual terms.

Both Swillpot Airline Catering Ltd and Pan-Globe Airways signed the contract. In legal terms, would we describe the arrangement between the two companies as **an offer, an acceptance or a consideration**?

V.

Withers Interiors Ltd have entered into an agreement with Sophos Construction to act as sole providers of quality interior fittings commencing 15 August this year. This is to run for 18 months, with a 3 month period of notification in the event of cancellation by either side.

Which word in the paragraph is the closest in meaning to the noun *contract*?

* + 1. One of the underlined words / expressions in the above sentence is wrong. Identify and correct it.
		2. Is this an example of part of an *open-ended* contract?
		3. True or false: if either Withers Interiors Ltd or Sophos Construction want to end the contract, they must tell the other company 3 months before they do it.

### EMPLOYMENT LAW

The history of employment law really begins with industrialisation of Western countries in the XIX-th century. Before industrialisation most people worked on a land or in some craft connected with agriculture. They tended to work for the same employer in the same place most of their life. Employment rights depended upon paternalistic employers and informal agreements. Many workers were in a very weak position because part of their wages was paid in the form of food and accommodation.

Industrialisation brought large numbers of workers together in the same workplace. Recognising their strength in times of economic expansion and their weakness during depressions, they began to organize themselves more systematically than farm workers. In response, governments began to see a need for legislation in order to standardise rights and conditions. Laws were passed to recognise and also limit the right of workers to strike. Other legislation dealt with health and safety in the workplace, and limits upon working hours and ages. Toward the end of the century, Germany and other countries developed systems of insurance to protect workers during sickness, unemployment and retirement.

The 20th century has seen a great increase in the detail of such legislation. Most of the richer countries now have legislation which guarantees a minimum wage for all workers; parents employees from being dismissed without some reason, period of advanced notice, or compensation; and requires employers to give their employees a written statement of the main terms of their employment contract. In the last twenty years many countries have also passed laws to ensure that men and women are given equal opportunities to do the same work in the same conditions.

An employer is required to supply an employee with a written statement containing details of certain basic terms of his employment. These terms (which include rates of pay, hours of work, eligibility for holidays and pension entitlement) are in the main subject to negotiation between employer or employee, or, in unionised employment, the subject of certain industries.

Average weekly hours for full-time employment are in the range of thirty-eight to forty-two hours worked as a five or five and a half day week depending on the industry concerned on the custom of the particular employer. Annual holiday entitlement ordinarily averages between three and four weeks' paid leave in addition to public holidays of which there are eight throughout the year in England and Wales.

In addition, there is statutory regulation of the minimum period of notice to terminate a contract of employment to which an employee is entitled. The period of notice is linked to the employee's length of service.

**Notes**

*legal rights — законные права*

*trade union — профсоюз*

*social security — социальная защита, обеспечение*

*disability insurance — страховка на случай нетрудоспособности*

*welfare — благосостояние*

*provisions — положения, условия*

*to negotiate an agreement — договариваться об условиях*

*favourable — благоприятный*

*restrictions — ограничение*

*grievance — жалоба, трудовой конфликт*

*dismissal — увольнение, отставка*

1. **Match the words and their definitions.**
2. fixed or controlled by law
3. money paid by an employer to a worker who cannot work because of illness
4. a condition in an agreement or law
5. work that you do to earn money
6. an act of removing someone from their job
7. physical problems that make someone unable to use a part of their body properly
8. the ability to control your behaviour or way of working
9. something that you complain about because you feel you have been treated unfairly
10. disability
11. discipline
12. dismissal
13. employment
14. statutory rights
15. provision
16. sick pay
17. grievance
18. **Agree or disagree with the statements.**

Employment law also deals with family relations.

Employment law regulates the relationship between employers and employees.

There are no special rules about employment of children and young people.

1. **Answer the questions.**
	1. How can you define the term "employment law"?
	2. What does employment law deal with?
	3. What does employment govern?
	4. Why is this branch of law so important?
	5. What are the main elements of employment law?
	6. What does the written statement from the employer describe?
2. **Look at this list of responsibilities a company should have for its employees. Then look at the notes about the company RJW Ltd. For each note, decide which responsibility is being ignored or abused. In some cases, there is more than one possible answer.**
3. A company should not discriminate on the grounds of gender, race, class, religion, disability, etc, when it comes to recruiting staff.
4. A company should ensure that its employees are proportionally representative of the community in which it is based.
5. A company should ensure that working hours are reasonable and that employees receive regular breaks.
6. A company should ensure that its employees receive regular paid annual leave (and also maternity and compassionate leave when required).
7. A company should provide equal pay for work of equal value.
8. A company should pay a sustainable living wage to all of its employees.
9. A company should provide adequate child-care facilities.
10. A company should ensure that there is no physical, sexual or verbal harassment or abuse of workers.
11. A company should ensure that health and safety rules are applied and closely followed.
12. A company should not force its employees to have regular health checks, and then use the results to dismiss the employee.
13. A company should not dismiss an employee on the grounds of pregnancy.
14. A company should allow its employees to organise or join workers' organisations that represent their interests.
15. A company should have a grievance procedure that is easy to understand and open to all employees.
16. A company should provide adequate compensation for accidents and injuries sustained on its premises.
17. A company should not dismiss or otherwise penalise an employee who refuses to work overtime.
18. A company should not dismiss or otherwise penalise employees for failing to reach production targets.
19. A company should not use indentured, forced or slave labour, or employ anyone under duress.
20. A company should ensure that an employee is dismissed as a last resort only, and only after verbal and written warnings.
21. Several factory floor workers have been fired or had their wages reduced for refusing to stay and work late when needed.
22. Production manager Laurence Bailey broke his wrist when some unsecured panels fell on it. He is trying to get money out of the company for his injuries. 'You're not getting a penny out of this company,' his boss tells him. 'It's your problem, not ours'.
23. Andrew Kelly is thinking of starting a union for the workers at RJW Ltd. The Company Director warns him that if he does, he will regretfully have to 'let him go'.
24. Manager Maureen Blake is always patting her male PA's backside and telling him he has 'a wonderful body'. He has complained several times, but nothing ever gets done about it.
25. Susie Roberts, a secretary for RJW Ltd, recently had a baby. She cannot afford a babysitter while she is at work, so the baby stays with her in the office.
26. RJW Ltd have their main office on the edge of an economically-deprived area predominantly inhabited by people of West Indian origin. The company prefers to hire white, male, middle class employees.
27. RJW Ltd has regular, compulsory medical check-ups for its employees. The company nurse believes that one of the workers, Charlie Higson, drinks a lot when off duty. She reports this to Charlie's manager, who then dismisses him.
28. Ron Smith and Emma Addams are sales executives for RJW Ltd. They both have the same qualifications and the same experience. Mr Smith receives £40,000 a year and Mrs Addams receives £34,000 a year.
29. Office assistant Tony White thinks his boss treats him badly. He wants to complain, but has no idea how to go about doing so. Nobody else seems to know what he should do either.
30. Factory-floor workers at RJW Ltd find it difficult to make ends meet. The cost of living is rising all the time, and the money they receive has not kept up with the rate of inflation.
31. Canteen assistant Anne Watkins oversleeps one morning and is two hours late for work. She has worked for RJW Ltd for 6 months and has never been late before. The canteen manager sacks her the moment she arrives.
32. Ellie McKenzie, a machine operator for RJW Ltd, works 12 hours a day with only 20 minutes for lunch.
33. Six months ago the company advanced one of its employees some money. When the employee became ill and was unable to pay back the money, the company insisted on using his children to work to pay off his debt.
34. Delivery driver Michael Blair is exhausted: he hasn't had a holiday for two years. The company says it cannot afford to give him the time off work.
35. **Read these extracts, then find words or expressions in them to match the definitions below. The words / expressions are in the same order as the definitions.**

A company manager is talking to a newspaper about his company structure:

The company has over 200 employees on its payroll. Some are employed part-time mornings only, Monday to Friday, and some are employed full-time (Monday to Friday 9 to 5). Everyone is given a contract before they start work outlining their duties and responsibilities, and what they can expect from the company in return. Every employee receives at least the minimum wage. We pride ourselves on being an equal-opportunities employer.

From an Internet page on employees' rights:

If an employer no longer needs an employee (because, for example, the company is closing down or moving) and has to dismiss him, then the employee is entitled to receive redundancy pay. Many companies will try to provide employees with suitable alternative employment.

From a factory-floor notice on employers' liability and employees' responsibilities: Health and safety regulations are very important and must be followed at all times. The company believes that all employees should have maximum protection against industrial accidents. The company will not be held liable for injuries and disabilities sustained as a result of poor working practices by employees, and will accept no liability for these in the event of any claims for compensation. The company has a scale of fixed monetary awards to compensate those employees who are affected by accidents caused as a result of company negligence. In the event of an employee's death, any awards due will be passed on to the employee's dependants.

From a website explaining working time regulations:

An employee cannot be compelled to work for more than 48 hours a week over a 17-week period. If an employer makes him work more than this time, the employee can complain to an employment tribunal. Employees must also be allowed to take 24 hours off work every 7 days, and take a minimum 20-minute break if their working day exceeds 6 hours. They must also be allowed a rest period of 11 consecutive hours in every 24 hours. All employees are entitled to paid annual leave, regardless of how long they have worked for a company.

From a leaflet explaining women's rights at work:

Women cannot be dismissed on the grounds of pregnancy or childbirth. They are entitled to up to 26 weeks maternity leave, and to receive maternity pay during this period. If a woman has completed 26 weeks of continuous service with her employer by the beginning of the 14th week before the expected birth of her child, she can take another 26 weeks: this is usually unpaid, but some companies will make contributions. She must give her employer at least 28 days' notice of the date on which she intends to begin her leave. Women are also allowed to take reasonable time off work before the child is born for antenatal care. If a company has to suspend a woman on the grounds of maternity (because, for example, the work she is doing might endanger the unborn child), it must offer her alternative employment or continue to pay her normal salary.

(Note that fathers are entitled to two weeks' paid paternity leave. Both parents can also take another 13 weeks' unpaid parental leave).

A union leader is addressing some new employees:

Discrimination and harassment of any kind (sexual, racial, etc) will not be tolerated in this company, and are sackable offences, as are bullying and intimidation. If any employee has a genuine grievance in regard to these, or other, problems, you should talk to me or talk directly to your line manager. We will take such allegations very seriously, and will talk you through the grievance procedure so that you know the options that are open to you.

1. People who are employed by someone else.
2. Not working for the whole working week.
3. Working for the whole working week.
4. A legal agreement between two or more parties.
5. The work which a person has to do.
6. The lowest hourly amount of money that a company can pay its employees.
7. A situation where everyone is treated the same.
8. A person or company who employs someone.
9. To remove an employee from a job.
10. To give or have the right to do something.
11. A situation where someone is no longer employed because the company no longer needs him / her.
12. Rules.
13. Something or legislation which protects.
14. Accidents which happen at work.
15. Legally responsible for something.
16. Physical hurt caused to somebody.
17. The condition of being unable to use part of the body.
18. Payment made by someone to cover the cost of damage or hardship.
19. Relating to money.
20. The failure to give proper care to something, especially a duty or responsibility, with the result that a person or property is harmed.
21. Someone who is supported financially by someone else.
22. A special court outside the judicial system which examines special problems and makes judgements.
23. Holiday or other period of work.
24. A period when a woman is away from work to have a baby.
25. Payment made by an employer to an employee who is away from work to have a baby.
26. The time allowed before something can take place.
27. A period when a man is away from work because his partner is having a baby.
28. The unfair treatment of someone because of their race, colour, class, etc.
29. The action of worrying, bothering or frightening someone.
30. A complaint made by an employee to an employer.