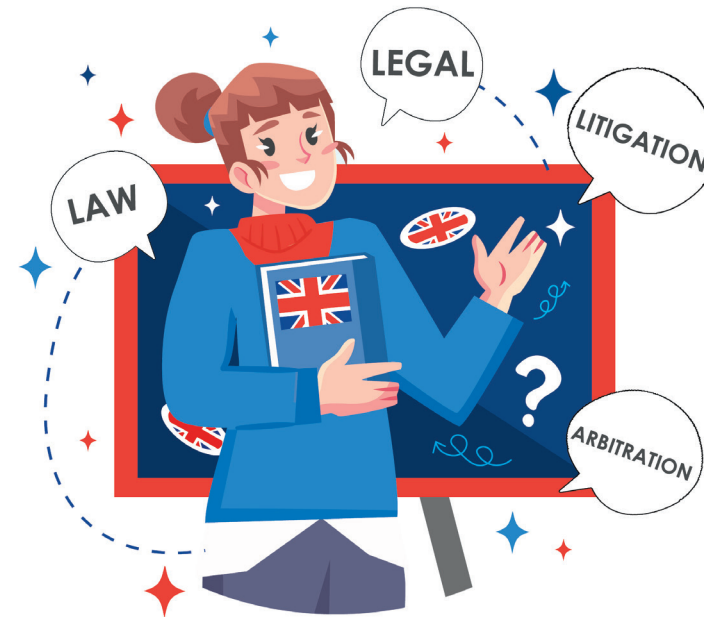


ENGLISH VOCABULARY FOR LEGAL PROFESSIONALS

С.А. Бугаева, О.В. Налиткина



Учебное пособие

ГОСУДАРСТВЕННЫЙ ИНСТИТУТ ЭКОНОМИКИ, ФИНАНСОВ,
ПРАВА И ТЕХНОЛОГИЙ

С.А. Бугаева, О.В. Налиткина

**ENGLISH VOCABULARY
FOR
LEGAL PROFESSIONALS**

Учебное пособие



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Данное учебное пособие предназначено для студентов бакалавриата и магистратуры юридических специальностей, а также для широкого круга лиц, изучающих английский язык для его применения в сфере юриспруденции. Структура пособия позволяет не только овладеть лексическим минимумом в рамках таких тем, как Commercial Law, Company Law, Property Law, Litigation and Arbitration, International Law, но и закрепить базовую лексику в разнообразных упражнениях, развить и усовершенствовать умения перевода текстов по специальности и коммуникативные умения в области юриспруденции. Выделенная в каждой теме активная лексика снабжена переводом и примерами употребления и предназначена для запоминания и дальнейшего применения в профессиональном общении. Пособие может быть использовано и для самостоятельной работы студентов в рамках предложенной тематики. В частности, пособие включает в себя специальную подборку аутентичных текстов профессиональной направленности для самостоятельной работы. Отдельный раздел посвящен развитию академических навыков для участия в международных конференциях в области юриспруденции.

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ПРЕДИСЛОВИЕ

Данное учебное пособие ориентировано на студентов, специализирующихся в области юриспруденции, а также всех изучающих английский язык, желающих устранить пробелы во владении профессиональной лексикой в сфере права. В его основу положен принцип активного освоения специализированных лексических единиц, овладения умениями перевода специальной литературы, навыками делового письма и навыками профессионально-ориентированного общения на заданную тематику. Пособие предполагает тесную взаимосвязь профессиональных умений с коммуникативно-достаточными умениями, позволяющими читать, переводить и объясняться в сфере, предложенной в данном пособии тематики. Поэтому предлагаемое пособие может быть отнесено к средствам формирования профессионально ориентированной коммуникативной компетентности у изучающих иностранный язык. Мы предлагаем технологию выполнения специальных упражнений и заданий как средство формирования учебных стратегий и умений в условиях автономной деятельности студентов в общем и самостоятельной работы, в частности.

Учебное пособие состоит из двух разделов. Первый раздел посвящен введению лексического минимума, соответствующего приведенной выше тематике; анализу корпуса примеров, а также отработке активной лексики в специальных упражнениях.

Второй раздел представляет подборку английских текстов профессиональной направленности с целью закрепления изученной лексики и отработки навыков перевода.

Раздел 1
COMMERCIAL LAW

GLOSSARY

<i>agency</i>	агентство, представительство, посредничество	business that provides a particular service or information	Association Marketing Inc. is an insurance agency and a brokerage company.
<i>banking</i>	банковское дело	the business activity of banks and similar institutions	The banking industry will strongly oppose these new regulations.
<i>carrier</i>	перевозчик	person or company whose job is to transport the goods from one place to another	United Airlines is an American overseas air carrier .
<i>carriage of goods</i>	перевозка товаров	when goods are moved by vehicle from one place to another	There is a carriage of goods fee of \$2500.
<i>civil law</i>	гражданское право	the laws dealing with the affairs of private citizens rather than with crime	The purpose of the civil law is to compensate.
<i>commerce</i>	торговля	the buying and selling of goods and services	Modern computing facilities are much in demand by industry and commerce .
<i>competition</i>	конкуренция	situation when businesses are trying to be more successful than others	The competition between two cable companies has driven down the prices.
<i>copyright</i>	авторское право	the legal right to be the only producer or seller of a book, film, etc.	A lecturer normally owns the copyright in any book or article he writes.
<i>consignee</i>	грузополучатель	a person or organization that goods are sent to	After unloading, the consignee realized that a number of packages were missing.
<i>dispute resolution</i>	урегулирование споров	number of processes that can be used to resolve a conflict, dispute or claim	Dispute resolution processes are alternatives to having a court decide the dispute in a trial.
<i>enterprise</i>	предприятие	company or business	Good financial accounts are vital to any enterprise .

<i>facilitate</i>	содействовать	make it easier for a process to happen	Lawyers are often asked to facilitate negotiation process.
<i>intellectual property</i>	интеллектуальная собственность	creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce	Intellectual property is an umbrella term for a set of intangible assets or assets that are not physical in nature.
<i>international treaty</i>	международное соглашение	binding formal agreement, that establishes obligations between two or more subjects of international law	A bilateral investment treaty is a common type of international conventions .
<i>landlord</i>	хозяин квартиры, помещения	a man who rents out land, a building, or accommodation	A landlord can rent to either residential or commercial tenants depending on zoning restrictions and type of property.
<i>legislature</i>	законодательный орган	the law-making body of a country or state	Nevada state legislature passed a law to prohibit dumping of nuclear waste.
<i>mercantile agency</i>	бюро кредитных историй	organizations that are designed to collect, record, and distribute to regular clients information relative to the standing of commercial firms	Specialized mercantile agencies disseminate credit information through reports, rating books and periodic supplement sheets.
<i>mortgage</i>	ипотека	a legal agreement by which a bank lends money at interest in exchange for taking title of the debtor's property, with the condition that the conveyance of title becomes void upon the payment of the debt	The cost of a mortgage will depend on the type of loan, the term (such as 30 years), and the interest rate the lender charges.
<i>negotiable instruments</i>	оборотные документы	a signed document that promises a sum of payment to a specified person or the assignee	Examples of negotiable instruments include bank checks, promissory notes, certificates of deposit, and bills of exchange.

<i>patent</i>	патент, патентовать	licence conferring a right for a set period, aimed to exclude others from making, using, or selling an invention	Certain things can never be patented , for example, theoretical plans, laws of nature, physical phenomena, and abstract ideas.
<i>ratify</i>	ратифицировать	making officiall yvalid	Both countries were due to ratify the treaty by the end of the year.
<i>sign an agreement</i>	подписать соглашение	make an agreement official and legal by writing your signature on it	France has just signed a new trade agreement with Japan.
<i>tax</i>	налог	compulsory contribution to state revenue, levied by the government on workers' income and business profits	Higher taxes will dampen consumer spending.
<i>tenant</i>	жилец, арендатор	person who occupies land or property rented from a landlord	The new tenant has received the keys to the house.
<i>international trade</i>	международная торговля	the exchange of goods and services between countries	International trade allows countries to expand their markets and access goods and services that otherwise may not have been available domestically.
<i>trademark</i>	торговая марка	symbol or word legally registered or established by use as representing a company or product	If you are investing in a brand image, you should seek a trademark registration to protect it.
<i>transaction</i>	операция	business event that has a monetary impact on an entity's financial statements	Based on the exchange of cash, there are three types of accounting transactions , namely cash transactions, non-cash transactions, and credit transactions.

Task 1. Read and translate the text below and decide whether these statements are true (T) or false (F).

1. Commercial law is a general term for a number of diverse areas of the law which regulate trade and commerce.

2. The work of a commercial lawyer doesn't demand any particular knowledge of business practices.

3. The Uniform Commercial Code applies to *commercial transactions*

in all of the member nations of the European Union.

4. The World Trade Organisation checks to see if countries follow the *trade agreements* they have signed.

Commercial law deals with issues of both private law and public law. It developed as a distinct body of jurisprudence with the beginning of large-scale trade, and many of its rules are derived from the practices of traders. Specific law has developed in a number of commercial fields, including agency, banking, *bankruptcy*, *carriage of goods*, *commercial dispute resolution*, company law, competition law, contract, debtor and creditor, sale of goods and services, intellectual property, landlord and tenant, *mercantile agency*, mortgages, *negotiable instruments*, secured transactions, real- property and tax law.

The work of a commercial lawyer may involve any aspect of the law as it relates to a firm's business clients, and the role of the lawyer is to facilitate business clients' *commercial transactions*. It is essential for a commercial lawyer to have not only a good knowledge of a lot of substantive law, but also a thorough understanding of both contemporary business practices and the particular business needs of each client.

Many jurisdictions have adopted civil codes that contain comprehensive statements of their commercial law, e.g. the Uniform Commercial Code (UCC), which has been generally adopted throughout the USA. Within the European Union, the European Parliament and the legislatures of member nations are working to unify their various commercial codes.

A substantial amount of commercial law is governed by *international treaties* or conventions. The United Nations Commission on International Trade Law (UNCITRAL) regulates international trade in cooperation with the World –Trade Organisation (WTO). The WTO is responsible for negotiating and implementing new trade agreements, and is in charge of policing member countries adherence to these agreements, which are signed by the majority of the world's trading nations and ratified by their legislatures (for example, Parliament in the UK or Congress in the USA).

Task 2. Look at the areas of activity in commercial law mentioned in the first paragraph of the text above and answer these questions.

1. Which field deals with the legal rights associated with products of the mind, such as patents, copyrights and trademarks?

2. Which field involves the laws and regulations governing market behaviour, particularly agreements and practices that restrict free enterprise?

3. Which institution deals with the supply of credit information about

business organisations to other businesses and financial institutions?

4. Which field is concerned with the legal relationships between the shipper (or owner) of goods, the carrier, and the receiver/consignee of goods?

5. Which field focuses on the laws regulating money paid to the government in connection with commercial transactions?

Task 3. Match the words *in italics* from the text above with their Russian equivalents.

- | | |
|---------------------------------|----------------------------|
| 1 <i>commercial transaction</i> | a международное соглашение |
| 2 <i>bankruptcy</i> | b перевозка товаров |
| 3 <i>mercantile agency</i> | с оборотные документы |
| 4 <i>international treaty</i> | d бюро кредитных историй |
| 5 <i>trade agreement</i> | e торговое соглашение |
| 6 <i>carriage of goods</i> | f разрешение споров |
| 7 <i>negotiable instruments</i> | g банкротство |
| 8 <i>dispute resolution</i> | h коммерческая сделка |

Task 4. Use the words from the text in Task 1 and the words from Task 3 to translate the sentences from Russian into English.

1. Оборотные документы дают право получить по требованию определенную в документе денежную сумму в конкретные сроки.

2. Вопросы коммерческого права включают в себя: разрешение споров при нарушении законов о рекламе и маркетинговой деятельности, аспекты создания бизнеса, прекращение бизнес-деятельности, жалобы потребителей, вопросы защиты интеллектуальной собственности и многие другие.

3. Цель такого сотрудничества – обеспечить соответствие оказываемой технической помощи рекомендациям ЮНСИТРАЛ по обеспеченным сделкам.

4. Юристы в области коммерческого права консультируют как должников, так и кредиторов в связи с неплатежеспособностью и банкротством.

5. В железнодорожном секторе широкое распространение получила практика последовательной перевозки грузов несколькими перевозчиками.

6. Бюро кредитных историй – это организация, которая собирает и предоставляет информацию о кредитоспособности и финансовой стабильности юридических лиц.

7. Премьер-министр находится здесь, чтобы подписать торговое соглашение и установить дружественные связи между двумя великими нациями.

8. Все крупные банки предоставляют по меньшей мере один вид ипотеки для молодых семей.

Task 5. Make a report on the body of laws that govern trade and commerce in Russia. Use the questions below to help you.

1. What bodies of law govern commerce in your jurisdiction?
2. How would a contract dispute between two companies from different jurisdictions be settled?
3. Which international bodies do you know that set guidelines for commercial transactions?

Task 6. Read the text and answer these questions.

1. Who can apply for the internship?
2. How will students be chosen for the internship?
3. When and where will the internship take place?
4. When can a student apply?

Powder house Sommerville LLP International Commercial Law Internship

The international commercial law firm Powder house Sommerville LLP launched its International Commercial Law Internship at the University Law School in 2019 and has renewed it for the current academic year. Powder house Sommerville LLP is one of the world's largest law firms, with over 1,600 lawyers and 15 offices in North America, Europe and Asia.

Professor May Rikos, Director of the University Law School, said: 'The University Law School welcomes the opportunity to work with one of the first-rank global commercial law firms.'

Under the terms of the internship, students taking International Commercial Law courses in Mergers, Comparative Antitrust Law and World Trade Law will be invited to compete for the internship. Selection will be on the basis of an essay plus interview of the students who achieve the top essay mark in each of the relevant courses. Applications must be submitted by March 10, and the interviews will take place in late March/early April. The Internship will take place from May to July inclusive in the Powder house Sommerville Frankfurt Office.

Task 7. Read the application letter and match the sections and ideas which should be included in a letter of application for an internship (a-m) with the corresponding sentences in the letter (1-18). Some sections/ideas are used more than once.

- a) Reference to how you found out about the internship
- b) Your address

- c) Reference to things requested in the ad (writing sample, references, etc.) and enclosed in the letter
- d) Recipient's address
- e) Reasons for your interest in internship
- f) Description of your legal work experience
- g) Introduction, saying who you are
- h) Date
- i) Description of your studies and coursework
- j) A 'call for action' which closes the letter
- k) Salutation
- i) Reason for writing letter
- m) Details of any personal qualities, qualifications or skills that make you right for the internship

Julia Schwende
 (1) Marktgasse 17
 1210 Vienna
 Austria
 (2) 1 November 2008

(3)
 Robson, Mumsen and Meech LLP
 8 Hawthorn Road
 Saffron Walden
 Essex
 CB11 3KL

(4) Dear Sir or Madam

Summer internship in commercial law

(5) I am a student of law at the University of Vienna, Austria. (6) I am now in my second year and I expect to complete my degree in June 2010. (7) I am interested in application for the summer internship in commercial law which is advertised on your website.

(8) In my studies, I have completed all of the required courses successfully to date. I am particularly interested in commercial law, and have taken elective courses in debtor-creditor law and negotiable instruments. (9) Furthermore, I have frequently attended guest lectures and discussions at my university on topics related to commercial law. (10) I have also already gained work experience at a law firm, as I carried out an internship last summer at a small law firm specialising in tax law in hometown of Dornbirn. (11) There my duties included researching new legislation and helping the partners prepare cases for trial. (12) Full details

of my studies and work experience are included on the enclosed resume.

(13) The internship you are offering is especially attractive to me, as I would like to get to know what it is like to work at a large commercial law firm with many international clients and to have the experience of working abroad in an English-speaking country. (14) I am extremely motivated and a hard worker and I sincerely believe that I would make the best of such an opportunity.

(15) I can confidently say that I have a particularly good knowledge of English, as I have spent several summer vacations with my family in the USA and I have taken two courses in Legal English at my university. (16) I am enclosing writing samples in English as you request in your advert; the letters were written as part of my Legal English courses.

(17) Should you require further information, please do contact me. (18) I look forward to hearing from you.

Yours faithfully,
Julia Schwende

Task 8. Write an application letter for the internship in any law school which might be of interest for you. Use the letter in task 7 as a sample.

COMPANY LAW

GLOSSARY

<i>articles of association</i>	устав компании	document that defines a company's internal organization	Articles of association specify the regulations for a company's operations and define the company's purpose.
<i>assets</i>	активы	any property that is owned	Assets are reported on a balance sheet.
<i>bankruptcy</i>	банкротство	the procedure for the setting of debts of a business unable to pay what they owe.	Many firms went into bankruptcy and interest rates skyrocketed.
<i>board of directors</i>	совет директоров	group of individuals elected by shareholders to make major decisions of the company	He was in the list of eleven people nominated for the new board of directors .
<i>borrow</i>	одалживать	take and use something belonging to someone with the intention to return	So far we have not had to borrow any money.
<i>business entity</i>	хозяйствующий субъект	legally recognized structure designed to provide and sell goods and services	The EIN is a Federal Tax Identification Number and is used to identify a business entity .
<i>capital</i>	капитал, фонды	money that you use to start a business	The government is eager to attract foreign capital .
<i>certificate of incorporation</i>	свидетельство о регистрации юридического лица	document issued by a governmental authority granting a company status as legal entity	They intend to change its certificate of incorporation to increase the number of authorized common shares.
<i>creditor</i>	кредитор	person or company who is owed a financial obligation	The company said its largest creditor is owed \$22 million.
<i>debtor</i>	должник	someone who owes a financial obligation to another	The debtor agrees to pay the debt over a three-year period.
<i>dividend</i>	дивиденд	distribution of company profits to its shareholders	He was charged with dividend fraud.
<i>discharge</i>	снять обязательства	release a person from an obligation	It took a long time to discharge of all the debts and claims
<i>insolvent</i>	неплатежеспособный	unable to pay one's debts	Sales were respectable but the company declined financially and became insolvent last year.

<i>legal person/ legal entity</i>	юридическое лицо	individual/organization that can enter into contracts, is responsible for its actions and can be sued for damages	In Scotland a firm is a legal person distinct from the partners of whom it is composed.
<i>limited liability company</i>	общество с ограниченной ответствен- ностью	a type of legal entity whose owners are responsible for their company's debts up to a certain amount and do not have to sell their personal assets to repay the debts.	When he founded the company, he chose limited liability status because of the personal protection it gave him.
<i>memorandum of association</i>	договор о создании акционерного общества	legal document that sets out the important elements of the corporation	The company's memorandum of association sets out the activities for which the company has been formed.
<i>obligations</i>	обязательства	duties that a party has due to the terms of a contract	The company may fail to meet financial obligations.
<i>owe</i>	быть должным	to be under obligation to pay or repay in return for something received	We still owe the builder for the work.
<i>partnership</i>	партнерство	business organization in which two or more people agree to do business, sharing the profits and losses	A general partnership is the most suitable form of organization for many small businesses.
<i>private limited company</i>	ЗАО	a company whose shares are not openly traded and can only pass to another person with the agreement of other shareholders	The Exchange is a private limited company wholly owned by the government of the Cayman Islands.
<i>profit</i>	прибыль	money that you gain by doing business or selling something	The company said its sales and profits increased in four of its major divisions.
<i>public limited company</i>	ОАО	a company whose shares are freely sold and traded	In Britain, the minimum share capital of a PLC must be £ 50,000.
<i>realize assets</i>	продавать имущество	sell the property	He had to realize all the assets to pay the debts.
<i>register</i>	регистрировать	to record the name and details	A new share issue must be registered with the Securities and Exchange commission.

<i>renegotiate debts</i>	пересмотреть долги	to adjust repayments again	We can no longer renegotiate the debts of this company.
<i>right</i>	право	interest that is recognized and protected by law	Like other businesses, we have a right to set competitive prices.
<i>secured creditor</i>	обеспеченный кредитор	the creditor who has the right to specific assets of the business	Bondholders were concerned that the secured creditors would take possession of assets worth \$65 million owed to them and there would be nothing left for bondholders.
<i>securities</i>	ценные бумаги	investment instruments like stocks or bonds	Securities firms outside the EU often operate under different rules.
<i>share</i>	акция	one of the equal parts into which a company's capital is divided	He is selling his shares .
<i>shareholder</i>	акционер	owner of a share of a company	We are calling a shareholders' meeting.
<i>sole proprietor</i>	индивидуальный предприниматель	single person who earns all the profits and is liable for all the debts	A sole proprietor enjoys all the profits but is liable for the debts as well.
<i>sue</i>	преследовать в судебном порядке	start proceedings in a court	The company was sued for nonpayment by their supplier.
<i>unsecured creditor</i>	необеспеченный кредитор	a creditor who does not have any specific rights if the business goes bankrupt	Unsecured creditors might only receive a small fraction of their claims.

Task 1. Read the text and decide whether the statements below are true (T) or false (F).

1. A sole trader is not liable for the debts of the business.
2. Under the law, a company and its members are distinct legal personalities.
3. A certificate of incorporation is issued when the proper documents for company formation have been filed.
4. The memorandum of association of a company regulates the internal affairs of a company.

Company law is the law which deals with the creation and regulation of a *business entity*. There are various forms of legal business entities ranging from the sole trader or a partnership to the registered company with limited liability or a multinational corporation. While the sole proprietor alone bears the responsibility of running a business and takes all the profits, in a

partnership members form an association, in which they participate and share the *profits*, bearing the liability for the firm's debts and being sued jointly and severally in relation to the firm's contracts.

A company is a legal entity, allowed by legislation, which permits a group of people, as shareholders, to create an organization having its own objectives. A company is treated as a legal person with a separate identity from its shareholding members that can own property, enter into contracts, hire employees, sue others and be sued. The primary advantage of a company structure is that it provides the shareholders with a right to participate in the dividends without any personal *liability*. A company is managed by a board of directors, which is responsible for making major business decisions and overseeing the general affairs of a company.

The process of registering a company is known as company formation. Today, the majority of companies formed in the UK and the USA are formed electronically. In the UK, a *certificate of incorporation* is issued once the company's constitutional documents and statutory forms have been filed. The constitution of a company consists of two documents. The *memorandum of association* states the principal object of the company. The second document, the *articles of association*, regulates the company's internal management and administrative affairs, including matters such as the rights and obligations of shareholders and directors, conduct of meetings and corporate contracts.

Task 2. Match the words in italics from the text with their Russian equivalents.

- | | |
|---------------------------------------|---|
| 1 <i>liability</i> | a прибыль |
| 2 <i>certificate of incorporation</i> | b хозяйствующий субъект |
| 3 <i>business entity</i> | с ответственность, обязательство |
| 4 <i>memorandum of association</i> | d устав компании |
| 5 <i>profits</i> | е свидетельство о регистрации юридического лица |
| 6 <i>articles of association</i> | f договор о создании акционерного общества |

Task 3. Use the underlined words from the text to complete the gaps in the sentences.

1. ___ invest money by buying shares in a company.
2. In a general ___ all members share both losses and profits.
3. The ___ manages the affairs of the company and makes company policy.
4. A company can ___ property and enter into contracts.

5. A ___ is personally liable for the debts of a company.
6. If a business entity cannot pay off its ___, it goes bankrupt.

Task 4. Read and translate the text.

Insolvency describes the financial state of a company when its debts or liabilities exceed its assets and available cash. As soon as a company is insolvent, it must take action to resolve the situation. This may include renegotiating debt, realizing assets to discharge debt, or even borrowing more money and increasing the liabilities. There's a wealth of legislation that imposes obligations on company officers in relation to the interests of creditors. There are secured creditors, whose lending is protected by security over the company's assets, for example banks, and there are unsecured creditors, often suppliers, who may initiate action to achieve payment. There are also preferential creditors, such as company's own employees, for example in cases where wages haven't been paid, and occupational pension schemes. The options available to an insolvent company will be affected by the position taken by its creditors.

Task 5. Choose the correct word *in italics* to complete the sentences.

1. A *debtor/creditor/director* is a person or body owed money by a company.
2. Suppliers are often *unsecured/ preferential/secured* creditors.
3. A liquidator is appointed by the creditors or the members to *exceed/ realize/ discharge* assets which may then be divided up among the creditors.
4. Employees fall within the class of *solvent/ preferential/ secured* creditors, who are entitled to receive certain payments in priority to secured creditors.
5. The creditors may take action in relation to a/an *bankrupt/solvent/insolvent* company that will result in the company becoming subject to one or several insolvency regimes.

Task 6. Translate the sentences from Russian into English.

1. Акционерный договор нацелен на регулирование отношений между акционерами компании.
2. В уставе компании прописаны права и обязанности членов компании и директоров, указан уставной капитал и механизм передачи акций.
3. Любой акционер, желающий продать свои акции, должен сначала предложить их другим акционерам компании по той же цене, по какой хотел бы продать третьим лицам.
4. Вы не можете зарегистрировать компанию под названием, кото-

рое уже существует.

5. В Великобритании директором компании не может быть назначено лицо младше 16 и старше 70 лет.

6. Компания была подвержена принудительной ликвидации, так как была признана судом неплатежеспособной.

Task 7. Prepare a report about the Company law of your country. Use the following questions to help you:

1. What laws regulate the formation and operation of business in Russia?

2. What business entities may be formed according to the legislation?

3. What is the difference between them?

4. What happens if the company is insolvent?

5. What experience do you have of forming, running or working for a business entity?

Task 8. Use the information below to write an email of advice to your client.

Your client Mrs. Reeds needs advice on whether she should conduct her business as a sole proprietorship or choose any other form of business. Think about advantages and disadvantages of each kind of business entity and recommend her the possible options. Prove your point of view. Use the rules of writing formal letters.

Client: Mrs. Reeds is a self-employed landscape designer who has been working for several years and has recently taken on two apprentices. She would like to expand even further, as business is going well. She has built up a good reputation within a community.

PROPERTY LAW

GLOSSARY

<i>alienation of land</i>	отчуждение земли	transfer of the property and possession of lands to another person	This alarming rate of land alienation has social, cultural and environmental consequences, and action must be taken before it is too late.
<i>cadastral register</i>	кадастровый реестр	comprehensive land recording of the real estate or real property's metes-and-bounds of a country	Through the adoption of that Act and the unified State land cadastral register , private and municipal land property rights were restored.
<i>chattels</i>	движимое имущество	movable personal property such as jewelry or furniture	Their chattels have been seized by the police.
<i>conveyance</i>	переход права собственности на имущество	document that officially states that land or property has passed from one person to another	Such protective measures might be taken before the conveyance is concluded.
<i>donate</i>	передавать в дар	to make a gift and contribute to a public or charitable cause	He frequently donates large sums to charity.
<i>deposit</i>	депозит, вклад	sum payable as a first installment on the purchase of something	We have saved enough for a deposit on a house.
<i>easement</i>	сервитут (ограниченное право пользования землей)	right to cross or otherwise use someone else's land for a specified purpose	California will have to pay owners of beach-front property for an easement to allow other people to walk across their land to get to the water.
<i>encumbrance</i>	закладная, обременение	charge on property that causes difficulty when property is passed on to someone else	Most directors would like to keep the company's business premises free from further encumbrances .
<i>enforceable</i>	подлежащий исполнению	able to be imposed so that it must be complied with	A contract is an agreement enforceable by law.

<i>estate purautre vie</i>	право на имущество, ограниченное сроком жизни другого лица	duration of a proprietary freehold interest, when person's life interest will last for the life of another person	If Bob is given use of the family house for as long as his mother lives, he has possession of the house purautre vie .
<i>fee simple</i>	недвижимость, наследуемая без ограничения	a permanent and absolute tenure in land with freedom to dispose of it at will	If an owner of a fee simple dies, the land will descend to the heirs.
<i>fee tail</i>	земельная собственность с ограниченным переходом по наследству	An interest in land that is inheritable by and transferable on limited conditions	Fee tail be limited in various ways, such as to male or female heirs only, or to children produced by a particular spouse.
<i>freehold estate</i>	недвижимость в полной собственности	estate of indefinite duration that can exist for a lifetime or forever	Countries such as Indonesia, the Philippines, Malaysia or Thailand prohibit the purchase of freehold estate by foreigners.
<i>grantor</i>	цедент (даритель)	person who gives their legal ownership of land, property or money to someone else	It may also encumber all assets of a grantor .
<i>grantee</i>	цессионарий (одариваемый)	person who is given the legal ownership of land, property or money	Different deeds provide various levels of protection to the grantee and the obligations of a grantor are determined by the form of the deed.
<i>heir</i>	наследник	person who has the legal right to receive other person's money, property or business after the person has died	Her husband was heir to one of American wealthiest families.
<i>inheritable</i>	наследуемый	capable of being inherited, transmissible	For faithful service, workers were given ownership of land in perpetual or inheritable possession.
<i>landowner/ landlord</i>	владелец земли	the owner of property (such as land, houses, or apartments) that is leased or rented to another	I agreed to pay the landlord the rent on the first Monday of each month.

<i>leasehold</i>	аренда, наем	property held by lease	Villas on Bali are common and developers can give you a 70-year leasehold on the land when buying one.
<i>licence</i>	разрешение	permission granted by competent authority to engage in a business or occupation or in an activity otherwise unlawful	The restaurant's owner applied for a licence to sell liquor.
<i>lien</i>	зalog, право удержания	a charge upon real or personal property for the satisfaction of some debt or duty arising by operation of law	The bank had a lien on our house.
<i>life estate</i>	ИМУЩЕСТВО В ПОЖИЗНЕННОМ ВЛАДЕНИИ	property, usually a residence, that an individual owns and may use for the duration of their lifetime	Besides absolute possession of his wife's personal property and a life estate in her hands, the husband took any other income that might be hers.
<i>mortgage</i>	ипотека	conveyance or lien against property that becomes void upon payment or performance according to stipulated terms	He arranged a 30-year mortgage at 7% for the five-bedroom house.
<i>notarial deed</i>	нотариальный акт	deed attested by a notary public	To legally seal and finalize a sale, a notarial deed is required.
<i>owner</i>	собственник	person who owns something	We were able to return the wallet to its rightful owner .
<i>personal property</i>	личное движимое имущество	any movable thing or intangible item of value that is capable of being owned by a person and not recognized as real property	If you are part of general partnership, strongly consider protecting your personal property as described above.
<i>possession</i>	владение	the state of having, owning, or controlling something	The city can take possession of the abandoned buildings.

<i>purchase</i>	покупка	the action of buying something	The app offers a large number of videos currently available for purchase .
<i>real property</i>	недвижимое имущество	land and the buildings on it	Real property law governs who may own and use the land.
<i>rent</i>	арендная плата	tenant's regular payment to a landlord for the use of property or land	I cannot even afford to pay the rent on this flat.
<i>restrictive covenant</i>	ограничительное условие	type of agreement in a contract or obligation that restricts the buyer from taking some action or requires they abstain from a specific action	Restrictive covenants can pertain to everything from what colors you can paint your house to how many tenants may live in a building.
<i>stamp duty</i>	государственная пошлина	the tax governments place on legal documents, usually in the transfer of assets or property	The government also takes stamp duty of 0.5%.
<i>tangible property</i>	материальное имущество	assets that have a finite monetary value and usually a physical form	No adjustments are necessary to tangible property claim.
<i>tax savings</i>	налоговые льготы	the actual amount of reduction in taxes payable	In order to maximize tax savings , the trust must be created before the date of residency in Canada.
<i>tenancy agreement</i>	договор аренды	written agreement specifying the terms of the rental or temporary possession of a property	Tenants should check their tenancy agreements closely.
<i>terminate a contract</i>	расторгнуть договор	end the contract prior to it being fully performed by the parties	An insolvency representative may terminate contracts in liquidation and reorganization proceedings.
<i>title deed</i>	правоустанавливающий документ	an official document that shows who legally owns a building or piece of land	Title deed is used to prove ownership of a piece of property.

<i>trespass</i>	нарушение границ владения	knowingly entering another person's property without permission	You commit a trespass if you walk onto private land to hunt.
<i>valid</i>	действительный	legally binding due to having been executed in compliance with the law	To be valid , the agreement must be written.

Task 1. Read the text below and decide whether these statements are true (T) or false (F).

1. A fee simple is an estate of indefinite duration.
2. A life estate can be passed on to the grantee's heirs.
3. A lease grants exclusive possession of real property for a limited term for free.
4. A licensee does not confer title interest in the property.
5. An oral contract for the purchase of real property is usually valid.

Real property law

Real property can be divided into freehold estates and leaseholds. Freehold estates are those in which an individual has ownership of land for an indefinite period of time. It is important to note that in property law, the term *land* refers to real estate (and everything that grows on that real estate), any improvements to the real estate (e.g. buildings) and the right to the minerals underneath the land and the airspace above it. There are generally three types of freehold estate in English-speaking jurisdictions: the fee simple, the life estate and the estate purautre vie. The fourth type of freehold estate, the fee tail, is now largely obsolete. The transfer of title in land from one person to another is known as the conveyance.

The most complete, unlimited form of freehold estate is the fee simple, which is inheritable and lasts as long as the owner (or any subsequent heirs) wants to keep it. A life estate is one in which the individual retains possession of the land for the duration of his or her life. Although the ownership of a life estate is technically temporary because it ends when the owner dies, it is treated as complete ownership (fee simple) for the duration of the person's life. The estate purautre vie is similar to the life estate, but differs in that it is measured by the life of someone other than the grantee (to whom an interest in the real property is conveyed by a grantor). An example of an estate purautre vie would be a landowner who wishes to leave property to a charity in her will, but to enjoy tax savings during her life. She could formally donate the property but retain possession during her own life (a life estate) and specify that she wants someone, e.g. her husband, to be able to remain in the property should he

outlive her (estate purautre vie).

In common-law jurisdictions, leasehold interests in land are sometimes classified as personal property, along with tangible property such as goods and chattels. Leaseholds are property interests of limited duration and are generally created through a lease - a contract for exclusive possession in return for which the tenant pays the landlord or landlady a specified rent or compensation. A license is like a lease, but is generally for a shorter period of time, usually less than 12 months. Furthermore, if there is no exclusive possession of the property (as in a hotel room), then a license is created, not a lease. A licensee is not granted any title interest in the land, merely permission to enter it for a specific purpose that would otherwise constitute a trespass. The Statute of Frauds is generally applicable to interests in land, requiring that instruments such as deeds, real-estate sales contracts and certain leases be in writing to be legally enforceable.

Task 2. Match the underlined words with the Russian equivalents.

1	real property	a	наследуемый
2	fee simple	b	недвижимое имущество
3	leasehold	c	лицензия, разрешение
4	personal property	d	безусловное право собственности
5	freehold/ life estate	e	аренда
6	estate purautre vie	f	получающий право/дар, цессионарий
7	conveyance	g	личное имущество
8	inheritable	h	передача прав или имущества
9	tangible property	i	передающий право/даритель, cedent
10	grantor	j	право в недвижимости, ограниченное сроком жизни другого лица
11	grantee	k	материальное имущество
12	license	l	имущество в пожизненном владении

Task 3. Translate the sentences from Russian into English:

1. Покупатель имеет право проверить документы, подтверждающие право собственности продавца на имущество.

2. Какова процедура покупки и продажи коммерческой недвижимости в вашей юрисдикции?

3. Полная собственность подразумевает владение недвижимостью в течение неограниченного периода времени без уплаты арендной платы.

4. Договор аренды коммерческого помещения должен содержать информацию об арендной плате и способе ее перечисления, штрафных санкциях при просрочке оплаты, условиях увеличения или уменьшения платы.

5. Согласно условиям договора, арендатор не имеет права передавать имущество другому лицу.

6. От арендодателя требуется предоставить квартиру в пригодном состоянии.

7. Замок является наследуемым имуществом семьи Розенбергов.

8. Земельная собственность с ограниченным переходом по наследству означает возможность наследования только прямыми наследниками (детьми собственника).

9. В случае невыплаты по ипотеке ваш дом может перейти к другому собственнику.

10. Затраты по оформлению перехода права собственности на имущество обычно ложатся на покупателя.

Task 4. Read and translate the text.

Eviction for Mortgage Arrears

A lender can repossess your home if you fail to make your mortgage repayments. However, before asking the court for an order to repossess your house, there is a process the lender must follow. This includes complying with a pre-action protocol setting out the procedures you and your lender must follow before any court action is taken against you. Your lender should give you a reasonable opportunity to pay off your arrears before starting a possession claim. The lender must also provide specific information under the pre-action protocol, including advising you to contact your local housing authority, and considering any reasonable request from you to change when or how you pay your mortgage arrears.

What is the repossession process?

If it is left with no alternative, your mortgage lender must make a formal possession claim to court to obtain an order to repossess the property, and a warrant allowing court-appointed bailiffs to evict you. If possession action is taken, the County Court will send you a claim for possession of the property. This will include full details of the case against you, and the date of a court hearing at which the claim will be heard. You should attend the hearing, otherwise a possession order may well be made in your absence.

What happens at the court hearing?

The decision whether to grant your mortgage lender an order for possession of the property may be taken at the court hearing. However, if you are able to make an acceptable offer to pay off the arrears, the court will grant a suspended possession order. This means that you may remain in your home for as long as you stick to the agreement reached.

If the judge decides you cannot make an acceptable offer for repayment, it may then make a possession order. This is an order stating that your lender can take possession of your property and you will have to leave by a certain date.

What happens if I don't leave the property?

Your lender will need to apply to the court for a warrant of possession before you can be evicted by the bailiffs. However, you could still have time before the grant of a warrant of possession to take action to allow you to stay in your home. You can ask the court to:

- **Set aside the possession order.** You should take legal advice if you believe there is a good reason why the possession order should be set aside. For example, the order was made when you were unable to attend the hearing, but you do have a good defence.

- **Suspend the possession order,** for example, if you are now able to pay off the arrears. If successful, a suspended possession order will be made.

You can also appeal the possession order to a higher court. An appeal must be made within 21 days, and can only be made if you believe the law was not applied correctly or due procedure was not followed. You will need expert legal advice to appeal the order.

What is the eviction process?

Once a warrant has been issued, you will be sent an eviction notice stating the date by which you must leave. If eviction becomes a reality, the court appointed bailiffs must act reasonably in the exercise of their duties. They must not use unreasonable force to enter your home, and they can remove you and anyone else present from your home. However, if you are not at home they can break in, and will probably change the locks to stop you re-entering. Usually, the lender will send a representative when the eviction takes place (eg. an estate agent appointed to sell the house), and the bailiffs will give them the keys. The police may also be there to ensure a breach of the peace does not occur. You must remove all your belongings from the property, otherwise the lender can obtain a court order requiring you to remove your possessions.

What if the sale proceeds do not cover the mortgage?

Any shortfall between the mortgage balance and the sale proceeds will be your responsibility to pay. Your lender will tell you what the shortfall is. If you refuse or are unable to pay, the lender can go back to court and obtain an order against you requiring you to pay the debt. If the amount is significant and you have other debts, you may decide to go down the bankruptcy route.

Task 5. Prepare a report on lease agreements according to the regulations of the Civil Code of Russia. You may use the plan below to help you:

1. What is a lease agreement?
2. What are the legal documents regulating lease agreements in Russia?
3. What are the rights and duties of a tenant and a landlord?
4. When and how can a lease agreement be terminated?

Task 6. Choose the correct word to complete each of these five definitions of terms often used when discussing the purchase of property.

1. A *deposit / lien / conveyance* is the initial payment you make when buying a house.

2. The *tenancy agreement/ property transfer tax/ rental income* is the money received from let properties (the money paid by a tenant to a landlord).

3. A(an) *mortgage / escrow / easement* is an agreement which allows you to borrow money, especially in order to buy a house or apartment, or the amount of money itself.

4. The *cadastral register / chain of title / capital appreciation* is the increase in the value of an asset.

5. The *stamp duty / purchase price / notarial deed* is the amount you must pay for an asset.

Task 7. Study the sample of Purchase Agreement and answer the questions:

1. Is the price an essential term of the contract?
2. What kinds of payment are possible according to the agreement?
3. What happens to the deposit if the offer is not accepted by the Seller?
4. Is the date of property possession defined in the contract?
5. Who bears the risk of property loss and in what cases?
6. What other clauses are there in the agreement?

SAMPLE AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at _____ in the city of _____, County of _____, State of _____, the legal description of which is: _____ upon the following terms and conditions:

1. Purchase Price and Conditions of Payment. The purchase price shall be _____ Dollars (\$ _____) to be paid in accordance with subparagraph _____, below:

A: Cash. The purchase price shall be paid in its entirety in cash at the

time of closing the sale.

B: Cash Subject to New Mortgage. The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a first mortgage loan within _____ days after the acceptance of this offer by Seller in the amount of \$_____, payable in not less than _____ monthly installments, including interest at a rate not to exceed _____% financing. If such financing cannot be obtained within the time specified above then either Purchaser or Seller may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.

C: Cash Subject to Existing Mortgage. The purchase price shall be paid in cash at the time of closing the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, in the original amount of \$_____; of such mortgage debt is approximately \$_____ as of _____, 20_____.

D: Cash With Assumption of Existing Mortgage. The purchase price shall be paid in cash at the time of the closing of the sale after deducting from the purchase price the then outstanding balance due and owing under the existing mortgage in favor of _____, dated _____, 20____, having a present balance of approximately \$_____, as of _____, 20____, which the purchaser hereby assumes and agrees to pay in accordance with its terms and to perform all of its provisions; purchaser shall pay any and all payments coming due after the closing of the sale. Any transfer fees required by the mortgage shall be paid by_____.

E: Sale by Land Contract. The purchase price shall be paid in accordance with the certain land contract attached hereto and incorporated into this contract by this reference. The down payment to be made at the time of closing this sale shall be \$_____ and the balance of \$_____ shall be paid at the rate of _____% per annum.

2. Earnest Money Deposit. As earnest money Purchaser deposits \$_____ with the broker which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the broker. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

3. Real Estate Taxes, Assessments, and Adjustments. Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that

date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property. Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

5. Possession of the Property. Purchaser shall be given possession of the property on _____, 20____. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser \$_____per day as damages for breach of contract and not as rent. All other remedies, which Purchaser may have under law, are reserved to Purchaser.

6. Risk of Loss. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option, and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.

7. Improvements and Fixtures Included. This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and _____

8. General Conditions. It is expressly agreed that this agreement to purchase real estate includes the entire agreement of General Conditions Purchaser and Seller. This agreement shall be binding upon the heirs,

personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of _____.

9. Special Conditions _____

10. Time for Acceptance and Closing. This offer is void if not accepted by Seller in writing on or before _____ A.M./P.M. of the _____ day of _____, 20____. Closing of the sale shall take place _____ days after Purchaser’s receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller. This offer is made at _____, State of _____, this _____ day of _____, 20_____.

(PURCHASER)

Acceptance by Seller The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above. The undersigned hereby agrees to pay a brokerage fee of \$_____ to _____, broker, in accordance with the existing listing contract. Dated this _____ day of _____, 20_____.

(SELLER)

Task 8. Draft a Real Estate Purchase agreement using the sample in Task 7.

LITIGATION and ARBITRATION

GLOSSARY

<i>alternative dispute resolution</i>	альтернативное разрешение спора	settling disputes outside of the courtroom with the help of an impartial third party	The most common types of ADR for civil cases are mediation, settlement conferences, neutral evaluation, and arbitration.
<i>arbitral tribunal</i>	арбитражный суд	panel of unbiased adjudicators which is convened and sits to resolve a dispute by way of arbitration	The parties to the dispute shall appoint the President of the arbitral tribunal from among those three members.
<i>arbitrator/ arbiter</i>	арбитр, третейский судья	an independent person or body officially appointed to settle a dispute	The facts of the case are put to an independent arbitrator .
<i>attorney/ barrister</i>	адвокат	a lawyer, appointed to act for another in business or legal matters	An attorney cannot knowingly call a witness to give false testimony.
<i>avoid litigation</i>	избегать разбирательства в суде	alter or improve practices to avoid potential conflicts with clients or customers	Their purpose is to avoid litigation at an early stage.
<i>civil case</i>	гражданское дело	legal dispute when a plaintiff brings a claim of harm against a defendant	Military courts give rulings in criminal and civil cases .
<i>claimant</i>	истец	person making a claim, especially in a lawsuit	Another claimant , Cairn Energy, was awarded damages of more than \$1.2 billion at the tribunal.
<i>court order</i>	судебное постановление	a direction issued by a court or a judge requiring a person to do or not do something	If you ask the court to change or enforce a courtorder , you'll probably have to go to a court hearing.
<i>criminal case</i>	уголовное дело	lawsuit brought by a prosecutor employed by the federal, state, or local government that charges a person with the commission of a crime	Minors may be called as witnesses in civil and criminal cases .

<i>defendant</i>	ответчик	an individual, company, or institution sued or accused in a court of law	The defendant tried to claim that it was self-defence.
<i>deliver a judgment</i>	вынести решение	officially state a formal decision	It is the intention of the court to deliver a judgment before the end of February.
<i>disputing parties</i>	стороны спора	people, business entities, organisations, or states involved in a disagreement	Under this option, the arbitral tribunal should decide which documents to publish, unless disputing parties objected to the publication.
<i>enforcement</i>	приведение в исполнение решения суда	making people obey a law, regulation or judgment	Their powers also include the enforcement of judicial orders.
<i>facilitate discussion</i>	содействовать обсуждению	assist the progress of discussion	The delegation of the US said that they brought samples to facilitate discussion .
<i>file a lawsuit/ a claim</i>	подать иск	to start a process by which a court of law makes a decision to end a disagreement between people or organizations	He and his lawyers plan to file a lawsuit seeking damages.
<i>give evidence</i>	давать показания	give information and answer questions formally and in person in a law court	He can't give evidence against me.
<i>handle a dispute</i>	урегулировать спор	ending a dispute before the end of a trial	The Labour Code also establishes a system of labour tribunals to handle disputes .
<i>hearing</i>	слушание	session in which testimony is taken from witnesses	It's a three-judge panel like in any other appeals hearing .
<i>international arbitration</i>	международный арбитраж	arbitration between companies or individuals in different states, usually by including a provision for future disputes in a contract	International arbitration is a non-governmental (supra-national) court dealing with commercial disputes between parties from different countries.

<i>judge</i>	судья	public officer appointed to decide cases in a law court	He is due to appear before a judge and jury on Monday.
<i>jurisdiction</i>	юрисдикция	the extent of the power to make legal decisions	The claim will be within the jurisdiction of the industrial tribunal.
<i>jury</i>	суд присяжных	body of persons sworn to give a verdict on some matter submitted to them	We believe it influenced the jury .
<i>legal remedies</i>	средства судебной защиты	way of finding a solution using the law, for example, payment of money to the victim	The law provides for legal protection and legal remedies for survivors of domestic violence.
<i>litigation</i>	судебный процесс	the process of taking legal action	The company wishes to avoid litigation .
<i>mediation</i>	посредничество	intervention in a dispute in order to resolve it	The parties have sought mediation and it has failed.
<i>online dispute resolution</i>	урегулирование споров в режиме онлайн	branch of dispute resolution which uses technology to facilitate the resolution of disputes between parties	The Commission might wish to study an online dispute resolution facility.
<i>pay damages</i>	возмещать убытки	pay money to the injured party	Without doubt, the transport company takes the responsibility for safety of goods and in case of emergency must pay damages .
<i>pleadings</i>	судебные прения	formal statement of the cause of an action or defence.	The counsel for the plaintiffs wanted to amend the pleadings .
<i>provide testimony</i>	давать показания	tell what you saw or what you know	During the court proceedings, Levandowski exercised his Fifth Amendment rights to avoid providing testimony or handing over evidence regarding his use of proprietary data from his time at Google.

<i>question witnesses</i>	допрашивать свидетелей	ask a person questions to find out the truth	Defendants have the right to the presumption of innocence, the right to question witnesses , examine evidence and appeal convictions.
<i>sue</i>	предъявлять иск	institute legal proceedings against a person or institution	Nobody will sue us over this.
<i>third party</i>	третья сторона	someone who is not one of the main people involved in a business agreement or legal case	It must be obvious to a third party that the grantor does not have free access to the encumbered assets.
<i>trial</i>	судебное разбирательство	formal examination of evidence by a judge, typically before a jury, in order to decide guilt in a case of criminal or civil proceedings	In Austria, detention pending trial was limited to one year.

Task 1. Read the text and decide whether these statements are true (T) or false (F).

1. The term litigation refers only to the hearing or a trial.
2. In the UK pre-trial work is done by barristers.
3. Mediation differs from arbitration in that the disputing parties are actively involved in the decision-making process.
4. International arbitration developed in response to the need to settle disputes involving more than one jurisdiction.
5. Online dispute resolution requires that the disputing parties meet in person with the arbitrators before a final decision can be made.

If a dispute is not settled by agreement between the disputing parties, it will eventually be heard and decided by a judge and/or jury in a court. A lawsuit before a court is commonly referred to as litigation. In fact, litigation includes all stages before, during and after a trial.

Litigation may be used to resolve a dispute between private individuals, an individual and a business, or between two businesses. Litigation sometimes involves disputes between an individual or business and a government agency, or between two governmental bodies.

In the UK, the majority of pre-trial work is carried out by a solicitor before the case is passed on to a barrister, who will represent either the claimant or the defendant during a hearing or a trial. In the USA, the same attorney may deal with the case from the time the client first makes contact

through to the trial and enforcement stages. The steps in between these two stages typically include an attempt to reach a settlement before and/or after filing a lawsuit and pleadings, entering the discovery phase and then proceeding to trial. At the end of a trial, the court will deliver its judgment and pass an order, which the winning party's counsel and/or the court may help the winning party to enforce.

Criminal matters are also considered litigation, and many civil litigation lawyers also deal with criminal cases, as well as some forms of alternative dispute resolution (ADR).

The term *litigation* is sometimes used to distinguish lawsuits from ADR methods such as negotiation, arbitration and mediation. If a case goes to arbitration, the disputing parties refer it to one or more impartial referees (the arbitrators, arbiters or arbitral tribunal); the parties agree to be bound by the referees' decision (e.g. an award for damages). Arbitration is the main form of ADR used by businesses. Mediation involves a type of structured meeting with the disputing parties and an independent third party who works to help them reach an agreement between themselves. In arbitration, a binding decision is imposed by an independent third party. With mediation, the role of the third party is to facilitate negotiation and agreement between the disputing parties.

Arbitration is often used to resolve commercial disputes, particularly those involving international commercial transactions, and it developed historically alongside international trade. The arbitral process for resolving disputes under international commercial contracts is referred to as international arbitration.

Recent years have seen the development of online dispute resolution (ODR). ODR proceedings start with the filing of a claim online, followed by proceedings which take place over the Internet.

Task 2. Complete the sentences with the following words: *hearing, arbitrator, litigation, barrister, claimant, judge, defendant, solicitor, party*

1. In litigation, the ___ files a lawsuit against the ___.
2. Usually, in Britain a ___ carries out pre-trial work in preparation of the case, while a ___ represents the claimant or defendant in court.
3. When the criminal case has been heard, the ___ delivers judgment.
4. In arbitration, an ___ decides on the outcome of the case.
5. In mediation, an independent third ___ helps to settle the matter.
6. The Magnus vs Kendell case is still at ___.
7. The threat of ___ can be a deciding factor in some business decisions.

Task 3. Translate the text from Russian into English.

Всегда легче и дешевле предотвратить юридическую проблему, нежели чем разбираться с ней в суде. Мы сейчас не говорим об экономии на судебных издержках или об отказе от юридической экспертизы в случае необходимости. Мы призываем вас быть предупредительными, а именно:

- Если кто-то угрожает подать на Вас иск в суд, не ждите, когда Вас туда вызовут, а обратитесь к юристу немедленно. На этом этапе можно прояснить позиции и избежать значительных трат в виде судебных издержек и выплаты ущерба.

- Если у Вас проблемный работник, не увольняйте его без предварительной консультации с юристом, который может посоветовать Вам, как провести увольнение и минимизировать угрозу судебного разбирательства.

- Правильно ведите документацию. Часто споры возникают из-за устных договоренностей и отсутствия их документального подтверждения.

- Включайте услуги юриста в свою страховку и страхование бизнеса.

Task 4. Read the article below and answer these questions:

1. What do you think the word *burden* in the headline means?
2. What are the two most common types of disputes?
3. What kind of firms has the highest legal expenses worldwide?
4. Do most businesses believe that arbitration is cheaper than litigation?

Litigation burden rises for firms worldwide

According to an annual survey by US lawyers Fulbright & Jaworski, nearly 80% of UK firms surveyed faced some court proceedings last year. Worldwide, litigation costs have risen by 25%. US and UK firms faced average litigation costs of \$ 12m and \$ 1m respectively.

Construction firms face the highest litigation costs worldwide of any industry, with average expenses of \$ 39m. Insurers have paid out \$36m on average, while manufacturers have incurred costs of more than \$14m.

Although the cost of litigation is not as high in the UK as across the Atlantic, the number of legal actions and their expense is rising fast.

'Despite the general consensus that the UK is not thought to be as tightly regulated as the US, UK businesses are experiencing more exposure to regulatory matters,' said Lista Cannon, Head of European Disputes at Fulbright & Jaworski. 'All companies must ensure they are prepared to address current regulatory issues and anticipate future regulatory changes.'

The most common sources of litigation are employment and contract disputes. While arbitration is considered a quicker way of resolving disputes than litigation, most firms believe there is little difference in terms of cost.

Task 5. Prepare a report about litigation in your country. Use the following questions to help you:

1. What are the litigation parties in Russia?
2. What legal documents regulate the process of litigation?
3. In what way is the system different from the litigation in the UK and in the USA?
4. What ADR methods do you know? Are they used in Russia and in what spheres?
5. What do you think about ODR?

Task 6. Letter before action. Read the letter and answer these questions:

1. What is the purpose of the letter?
2. What are the facts of the case?
3. What legal actions might the recipient face?
4. What must the recipient do to avoid litigation?

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YOUR REF:

OUR REF: CSK/DT-1

29 February 2008

STRICTLY PRIVATE AND CONFIDENTIAL

David Tyler Construction Ltd.
Kersey Lane Industrial Estate
Shawditch Road
Doncaster
South Yorkshire
DN2 3SQ

Dear Sirs

Our client: Jaycee Loushe

We are instructed by the above named in connection with her employment with your company.

We understand that our client has been employed by you since 13 January 2007, and that on 26 February, while attending to her duties with a colleague, she was accused by Mr David Tyler of stealing confidential information from your office. Our client strenuously denies these accusations.

We are informed that there had been no previous criticism of our client's work. In fact, Mr Tyler recently informed her that she was a positive asset to the company and suggested that a promotion, together with a substantial increase in her remuneration, would shortly be forthcoming.

In light of your actions of 26 February, it is clear that our client would be fully entitled to resign and bring a tribunal claim for constructive dismissal. Due to the circumstances under which the allegations against our client were made, we have also advised Ms Loushe that she would stand excellent prospects of success should she decide to pursue a claim for exemplary damages and/or defamation.

However, our client would be prepared to discuss alternative means by which this matter might be resolved. Our instructions are to commence proceedings against you if we do not receive satisfactory proposals for settlement of this matter within 14 days.

Yours faithfully

Minchin & Lacey Solicitors

Minchin & Lacey Solicitors

Task 7. Write the letter before action as if you are a lawyer working for Orange Ltd. Use the sample in Task 6 and the notes below:

Parties: Orange Ltd vs Construction Professionals Ltd.

Details: Construction works not finished by the specified date (defined in the contract as November, 25). Orange Ltd. had planned to use this building for business activities starting on December, 1

INTERNATIONAL LAW

GLOSSARY

<i>apply a law</i>	применять закон	use statutes and regulations	The courts exist to uphold, interpret, and apply the law .
<i>bilateral</i>	двусторонний	involving two parties, especially countries	A bilateral contract is a contract in which both parties exchange promises to perform.
<i>binding</i>	обязывающий	involving an obligation that cannot be broken	Eco-labels are voluntary and establish no generally binding requirements or bans.
<i>charter</i>	хартия	formal document describing the rights, aims, or principles of an organization or group of people	The charter is built upon relevant international legal standards, including the Universal Declaration of Human Rights and the Geneva Conventions.
<i>citizen</i>	гражданин	legally recognized subject or national of a state	She was an American citizen but lived most of her life abroad.
<i>codify</i>	кодифицировать	reduce to a code	The convention codified the rules of war.
<i>conflict of laws</i>	коллизия правовых норм	opposition of the applicable laws of different states or jurisdictions	Generally, the principles of conflict of laws provide guidelines to determine whether a court will apply its law or the laws of another interested jurisdiction to a dispute.
<i>convention</i>	конвенция	an agreement between states for regulation of matters affecting all of them	The international convention banned the spread of nuclear weapons.
<i>custom</i>	обычай	long-established practice considered as unwritten law	Along with <u>general principles of law</u> and <u>treaties</u> , custom is considered by the <u>International Court of Justice</u> , <u>jurists</u> , the <u>United Nations</u> , and its <u>member states</u> to be among the <u>primary sources of international law</u> .
<i>directive</i>	директива	official or authoritative instruction	Directives first have to be enacted into national law by member states before their laws are ruling on individuals residing in their countries. ¹

<i>enforceable</i>	подлежащий исполнению	able to be imposed so that it must be complied with	The extradition decision becomes enforceable 10 days after the notification of the person concerned.
<i>infringement</i>	нарушение, несоблюдение	action of breaking the terms of a law or agreement	Breaches of these time limits are regarded by the Commission as an infringement of the rights and lawful interests of citizens.
<i>intergovernmental organisation</i>	межправительственная организация	organization composed primarily of sovereign states	Intergovernmental organisations , for example, the United Nations, the World Bank, or the European Union, are established by treaty or other agreement.
<i>international agreement</i>	международное соглашение	formal commitment between two or more countries	International agreements are the most important instruments, by which all forms of cooperation, as well as business relationships with foreign countries, are established.
<i>jurisdiction</i>	юрисдикция	the extent of the power to make legal judgments	The courts exercise three types of jurisdiction : civil, criminal and administrative.
<i>legislation</i>	законодательство	enactments of a legislative body	France recently strengthened its financial legislation against money-laundering.
<i>norm</i>	норма	something that is usual, typical, or standard	International law is the set of norms recognized as binding between states.
<i>provisions</i>	положения	stipulation within a contract, legal document, or a law	Some extradition treaties also include provisions on international legal cooperation.
<i>regulations</i>	положения	rule or directive made and maintained by an authority	Countries bordering Afghanistan mentioned implementing new visa regulations .
<i>restriction</i>	ограничение	the limitation or control of someone or something	Import restrictions were eased in May under heavy international pressure.
<i>sign</i>	подписать	write one's name on a document to identify oneself as the writer	World leaders are expected to sign a treaty pledging to increase environmental protection.

<i>source of law</i>	источник права	something such as a constitution, treaty, custom, or statute that provides the authority for judicial decisions and for legislation	This statute shall be the primary source of law for the court.
<i>sovereign state</i>	суверенное государство	political entity that is represented by one centralized government that has sovereignty over a geographic area	Bosnia and Herzegovina's struggle to survive as a sovereign state within its internationally recognized borders lasted four years.
<i>subsidiarity</i>	субсидиарность	the principle of allowing the individual members of a large organization to make decisions on issues that affect them	In European Treaties we find a clear expression of vertical subsidiarity .
<i>supranational law</i>	наднациональное право	form of international law, based on the limitation of the rights of sovereign nations between one another	Supranational law is not merely law between member states but also law between the bodies of the EU and the citizens of the MS, who are at the same time EU citizens.
<i>treaty</i>	договор, соглашение	binding formal agreement that establishes obligations between two or more subjects of international law	A formal peace treaty was signed later that year.
<i>United Nations</i>	Организация Объединенных Наций	intergovernmental organization aiming to maintain international peace and security and develop friendly relations among nations	The United Nations (UN) is an <u>intergovernmental organization</u> whose stated purposes are to maintain <u>international peace and security</u> , develop friendly relations among nations to achieve international cooperation.
<i>Universal Declaration on Human Rights</i>	Всеобщая декларация прав человека	historic document of 1948 which outlined the rights and freedoms everyone is entitled to	Universal Declaration of Human Rights (UDHR) was written in hopes that something like the Holocaust would never happen again.
<i>World Trade Organisation</i>	Всемирная торговая организация	only global international organization dealing with the rules of trade between nations	The main function of WTO is to ensure that trade flows as smoothly, predictably and freely as possible.

<i>World Health Organisation</i>	Всемирная организация здравоохранения	international body responsible for public health	WHO has undertaken activities on clinical wastes.
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Task 1. Read the text and answer these questions:

1. What areas does international law include?
2. What are the three main sources of public international law?
3. How are international law principles enforced?
4. What are the two principal questions which private international law is concerned with?
5. What distinguishes public international law from private international law?
6. What is meant by a *supranational legal framework*?

In its widest sense, international law can include public international law, private international law and, more recently, supranational law. In its narrowest meaning, the term *international law* is used to refer to what is commonly known as *public international law*. Private international law is also referred to as conflict of laws.

Public international law is the body of rules, laws or legal principles that govern the rights and duties of nation states in relation to each other. It is derived from a number of sources, including custom, legislation and treaties. Article 2 of the Vienna Convention on the Law of Treaties (1969) defines a treaty as ‘an international agreement concluded between States in written form and governed by international law ...’. These treaties may be in the form of conventions, agreements, charters, framework conventions or outline conventions. Custom, also referred to as customary international law, is another binding source of law, and originates from a pattern of state practice motivated by a sense of legal right or obligation. Laws of war were a matter of customary law before being codified in the Geneva Conventions and other treaties.

International institutions and intergovernmental organizations whose members are states have become a principal vehicle for making, applying, implementing and enforcing public international law, especially since the end of World War II. The best-known intergovernmental organisation is the United Nations, which develops new advisory standards, e.g. the Universal Declaration of Human Rights. Other international norms and laws have been established through international agreements such as the Geneva Conventions on the conduct of war or armed conflict, as well as by other international organisations, such as the World Health Organisation, the World Intellectual Property Organisation, the World Trade Organisation and the International Monetary Fund.

Private international law refers to the body of rights and duties of private individuals and business entities of different sovereign states. It addresses two main questions: 1) the jurisdiction in which a case may be heard, and 2) which laws from which jurisdiction(s) apply. It is distinguished from public international law because it governs conflicts between private individuals or business entities, rather than conflicts between states or other international bodies.

Supranational law, or the law of supranational organisations, refers to regional agreements where the laws of a nation state are not applicable if in conflict with a supranational legal framework. At present, the only example of this is the European Union, which constitutes a new legal order in international law where sovereign nations have united their authority through a system of courts and political institutions.

Task 2. Match the collocations with the right translation and put these phrases in the sentences below:

1	inter-state disputes	a	обязывающий источник права
2	conflict of laws	b	двустороннее соглашение
3	bilateral agreement	c	межгосударственные споры
4	intellectual property rights	d	коллизия правовых норм
5	binding source of law	e	неправительственная организация
6	non-governmental organisation	f	права на интеллектуальную собственность

1. Appropriate ____ management is important for innovative firms seeking external financing.
2. Once an international treaty has entered into force, it becomes part of the international legal system and a ____.
3. Finland and Sweden have concluded a ____ on economic co-operation in international emergency situations.
4. ____ is a legally constituted body created by private persons or organisations with no participation or representation of any government.
5. The International Court of Justice has been criticized for its failure to resolve ____.
6. Lastly, in the case of offences committed outside the Congo by a foreigner normally resident in the Congo, it is the principle of the ____ that applies.

Task 3. Translate the text from Russian into English.

Международное право определяет правовые обязанности государств в их взаимоотношениях друг с другом, а также обращении с отдельными физическими лицами в рамках государственных границ. Это касается таких вопросов, как права человека, разоружение, меж-

дународная преступность, беженцы, миграция, проблемы гражданства, обращение с заключенными, применение силы, ведение войны и другое.

В Преамбуле Устава Организации Объединенных Наций обозначена задача «создать условия, при которых могут соблюдаться справедливость и уважение к обязательствам, вытекающим из договоров и других источников международного права». Таким образом, с самых первых дней существования ООН вопрос соблюдения и укрепления международного права является важнейшей частью ее деятельности. Эта работа осуществляется по многим направлениям – судами, трибуналами, посредством многосторонних договоров, а также в Совете Безопасности, который, в частности, уполномочен проводить операции по поддержанию мира, вводить санкции или разрешать применение силы в случае, когда есть угроза международному миру и безопасности. Эти полномочия возложены на Совет Безопасности Уставом ООН, который является международным договором. Как таковой, Устав ООН является инструментом международного права и государства – члены ООН обязаны его соблюдать.

Главным судебным органом ООН является Международный Суд, который занимается урегулированием споров между государствами в соответствии с нормами международного права. Международный Суд также выносит заключения рекомендательного характера по вопросам, поступающим от органов и специализированных учреждений системы ООН. В состав Международного Суда входят 15 судей, избираемых Генеральной Ассамблеей и Советом Безопасности сроком на девять лет.

Task 4. Read the text about the European Union and decide whether the following statements are true or false:

1. The aim of the EU was to create a more efficient trading environment.
2. The national legislation of Member states takes precedence over Community rules.
3. The Common Customs tariff applies to all goods imported by countries like Japan and the USA from the EU.
4. EU law prevents Member States from charging importers for bringing goods into that State from another Member State.
5. EU regulations may not be binding for Member states.

The European Union was created in 1992 by the Treaty on European Union, generally called the Maastricht Treaty. The EU consists of three different Communities: the ECSC (European coal and steel community), the European Community (the EC), and EURATOM (European Atomic Energy Community Treaty). The original aim of the Community was

economic integration: to create a common market with the free movement of goods, persons, services and capital. This was to be achieved by the creation of a free trade area, where Member states agreed to remove all customs duties (import taxes) and quotas (restrictions on the amount of goods imported across borders) between themselves, and a customs union, in which all members agreed to impose on goods coming into the area from non-member states a common level of duty (the Common Customs Tariff).

The sources of EU law are the Treaties, secondary legislation (such as regulations and directives), and general principles, including fundamental human rights, subsidiarity, and citizenship of the EU for every national of a Member state. The EC Treaty is directly applicable in every Member State. Accession to the Community limits the power of national governments and affects national sovereignty. Community law has supremacy over national law, established in the case of *Costa v ENEL* ECR 545. The Single European Act 1986 made provisions creating an obligation on the Community to take the necessary measures to achieve the Internal Market. Under Article 249 there are five types of legal act which the Community may use:

- Regulations have general application and are binding in their entirety on all Member states and have direct effect, meaning they automatically become law in Member States.
- Directives are binding on Member states as to their result but do not bind individuals until they have been implemented into national law.
- Decisions of the European Court of Justice- are binding on those to whom they are addressed.
- Recommendations and opinions have no binding force but may be persuasive.

Task 5. Study the EU legislation, including treaties and case law (for example, *Costa v ENEL*) at <http://eur-lex.europa.eu/en/index.htm> and make a presentation (report) on the legislation of EU law and its relation to the legislation of Russia.

PARTICIPATION IN INTERNATIONAL CONFERENCES

Task 1. Look at the titles of seven international legal conferences. Which in your opinion would be interesting to the following people?

- A Commercial lawyer
- B Activist of Organization protecting refugees' rights
- C CEO of multinational business
- D Municipal Administration lawyer
- E Data protection expert
- F Chairman of Global Investment company

1. International Conference on Interdisciplinary Law, Society, Justice and Legal Studies

2. International Conference on Trial, Forensic Evidence and Testimony

3. International Conference on Criminology and Cybercrime

4. International Conference on Contract Law and Legal Institutions

5. Conference on International Law

6. International Conference on Special Administrative Law and Bureaucracy

7. International Conference on International Human Rights and Globalization

8. International Conference on Legal Support of Entrepreneurs and Investors

Task 2. Skim the following conference announcements and match them with the conference titles from exercise 1.

A The conference brings together international law academics, judges, practitioners, representatives of civil society, business-leaders, and other stakeholders to see how States and all other actors engage with international law.

B The conference aims to bring together leading academic scientists, researchers and research scholars to exchange and share their experiences and research results on all aspects of Interdisciplinary Law, Society, Justice and Legal Studies.

C It is an international forum aimed at presenting and discussing the most recent innovations, trends, and concerns as well as practical challenges encountered and solutions adopted in the fields of Criminology and Cybercrime.

D The conference focuses on all aspects of International Human Rights and Globalization. It also provides a premier interdisciplinary platform for researchers, practitioners and educators to present and discuss the most recent innovations, trends, and concerns as well as practical challenges connected with the sphere in question.

E The aim of this conference is to highlight emerging concepts of counteracting red tape and to foster an environment conducive to further advances in the field. Certain aspects of administrative law are discussed by the leading experts and practitioners.

F We are glad to invite you to our 3rd International Legal Conference, devoted to legal topics you should be aware of to successfully run your business in Russia and the CIS. During the panel discussion our experts will cover pressing issues in compliance, labor law, foreign investment protection, corporate governance, and tech transfer and know-how protection.

Task 3. Study the following announcements and complete the missing information in the table.

	<i>location</i>	<i>organizers</i>	<i>theme</i>	<i>length</i>
1				
2				
3				

1. 2021 IIER 1078th International Conference on Law and Political Science (ICLPS) will be held in Abu Dhabi, United Arab Emirates during 2nd - 3rd October, 2021 as the Conference of ICLPS-2021. ICLPS 2021 is sponsored by International Institute of Engineers and Researchers (IIER). It aims to be one of the leading international conferences for presenting novel and fundamental advances in the fields of Law and Political Science. It also serves to foster communication among researchers and practitioners working in a wide variety of scientific areas with a common interest in improving Law and Political Science related techniques. ICLPS has been held every year since 2014, the conference will be an international forum for the presentation of technological advances and research results in the fields of Law and Political Science. The conference will bring together leading researchers, engineers and scientists in the domain of Law and Political Science interest from around the world.

2. International Conference on Education, Law, Business & Politics which will be held in Phnom Penh, Cambodia on Oct 29, 2021. The primary goal of the conference is to provide opportunities for the researchers, scientists, scholars, engineers and practitioners from all around the world to present and share ongoing research activities. This conference provides opportunities for the delegates to exchange new ideas and application experiences face to face, to establish research relations and

to find global partners for future collaboration. We hope that the conference results constituted significant contribution to the knowledge in these up to date International Conference on Education, Law, Business & Politics fields.

3. Join us and global executives for our first annual World Legal Design & Innovation Summit on December 2nd and 3rd in Berlin, Germany. The summit will focus on unleashing the potential of Legal Design to reshape the legal framework and bring effective and ethical innovations to the sector, as well as, encourage lawyers to adopt forward-thinking strategies with an empathetic mindset. This hybrid event will bring together professionals from corporate legal departments, law firms, courts, and legal design agencies to discuss how legal design can inspire innovation, create proactive visual contracts and documents, improve delivering legal information and change the mindsets of lawyers. Leading professionals from global brands will be in attendance to share their practical case studies and discuss the latest trends in the legal sector. This is an invaluable 2-day opportunity to network with industry leaders and discuss all of the latest tools and methods to reimagine legal services.

Task 4. Fill in the gaps in the conference announcement with the words from the list: *promote, official, organized, academicians, related, interchange, held, industry*

The International conference on Law and Society (ICLS 2021) will be **1** _____ during 14th - 15th December, 2021 at Tallinn, Estonia. ICLS 2021 is being **2** _____ by Researchfora. ICLS will provide an excellent international forum for sharing knowledge and a result in Law and Society. The aim of the Conference is to provide a platform to the researchers and practitioners from both academia as well as **3** _____ to meet and share cutting-edge development in the field. The primary goal of the conference is to **4** _____ research and developmental activities in Law and Society. Another goal is to encourage scientific information **5** _____ between researchers, engineers, scientists, **6** _____, developers, students, and practitioners working around the world. The conference will be held every year to make it an ideal platform for people to share views and experiences in Law and Society **7** _____ areas. English is the **8** _____ language of the conference.

Task 5. Study the following announcement and answer the questions after it.

International Conference on Criminal Law and Punishment of People
July 29-30, 2021 in Zurich, Switzerland

International Conference on Criminal Law and Punishment of People aims to bring together leading academic scientists, researchers and research scholars to exchange and share their experiences and research results on all aspects of Criminal Law and Punishment of People. It also provides a premier interdisciplinary platform for researchers, practitioners and educators to present and discuss the most recent innovations, trends, and concerns as well as practical challenges encountered and solutions adopted in the fields of Criminal Law and Punishment of People

Call for Contributions

Prospective authors are kindly encouraged to contribute to and help shape the conference through submissions of their research abstracts, papers and e-posters. Also, high quality research contributions describing original and unpublished results of conceptual, constructive, empirical, experimental, or theoretical work in all areas of Criminal Law and Punishment of People are cordially invited for presentation at the conference. The conference solicits contributions of abstracts, papers and e-posters that address themes and topics of the conference, including figures, tables and references of novel research materials.

All honorable authors are invited to submit an abstract for the conference themes and topics. Prospective researchers are strongly encouraged to submit an abstract that might be selected for oral or e-poster presentation. Abstract submission will be closed on May 31, 2021. When submitting your abstract, please follow the guidelines below to what your abstract should include:

- an introductory statement that outlines the background and significance of the study
- a succinct description of the basic methodologies
- a clear indication of the major findings of the study
- a concluding statement

1. What is the last possible date for sending your contribution?
2. In which city does the conference take place?
3. Will university professors be able to take part in the conference?
4. What types of presentation can be made?
5. Should the main results of the research be included in the abstract?

Task 6. Study the key vocabulary list and complete the table with the Russian equivalents:

<i>abstract</i>		<i>keynote speaker</i>	
<i>affiliation</i>		<i>plenary talks</i>	
<i>announce</i>		<i>post-conference volume</i>	
<i>approach</i>		<i>practical workshops</i>	
<i>area of research</i>		<i>printed and electronic format</i>	
<i>certificate of attendance / participation</i>		<i>promote integration</i>	
<i>contribution</i>		<i>registration fee</i>	
<i>e-conference</i>		<i>share expertise</i>	
<i>explore</i>		<i>submit papers</i>	
<i>interdisciplinary</i>		<i>word attachment</i>	

Task 7. Complete the text below with the words from the list: *participants, abstract, online, compulsory, certificate, Registration fee, submit, theme, full paper, scholars.*

Law, Business and Innovation Studies (LBIS) Conference has been organized to create a platform that the scholars present their studies and exchange the ideas in order to develop their research. The conference location is in London, United Kingdom and the conference will be held in ZOOM which is an **1** _____ platform because of the Covid-19 outbreak.

LBIS Conference invites academics and scholars from all the relevant disciplines to **2** _____ their papers and ongoing research results/findings. As a peer-reviewed conference, we aim to bring the world's leading **3** _____ and opinion leaders to the conference to raise critical issues regarding the fields of law, business and innovation. We create sub-sessions for the related fields. Please, engage freely in discussions, share your ideas and build relationships among the group of leading researchers.

The presented papers in the conference will be published in an e-book as an **4** _____ or **5** _____. The selected papers, after the examination of the Scientific Board, will be published in the conference journals as full papers following on acceptance after the review process in the journals.

The **6** _____ of the conference is “emerging perspectives in social science”, and the official language of the conference is English. If a paper has more than one author, one registration will be enough to make presentations. The other authors can register as a co-author if they want. Registration of all authors is not **7** _____. However, only registered **8** _____

can receive the Certificate of Attendance.

9 _____ includes:

- Online access to all conference sessions;
- Registration fee payment receipts (Invoice);
- An official 10 _____ of participation.

Task 8. Read the information about the international conference “Legal and Administrative Challenges in Cross-border Cooperation” and match 1-8 with A-H.

1	Main Organizer Institution	A	6th of April, 2022
2	Overview and topic	B	Proceedings volume published by LUMEN Publishing House, indexed in CEEOL, RePEC, SocioNET, and proposed to be indexed in Thomson Reuters
3	Date	C	for registration please send us your intention at lumeninternational15@gmail.com, filling in the Abstract Template available for Download
4	Deadline for registration	D	The Conference aims to highlight the challenges and perspectives of cross-border cooperation between Romania and Ukraine, mainly from the perspective of the normative framework and the administrative systems from both countries.
5	Registration	E	Participants with affiliation from the two Organizing Institutions can register free of charge for oral presentation, others need to pay 30 euro.
6	Manner of presentation	F	26th of March, 2022
7	Participation fee	G	Faculty of Law and Administrative Sciences, Stefan cel Mare University from Suceava (ROMANIA)
8	Publication	H	plenary speaker / oral presentation / poster presentation

Task 9. Search online for a conference related to your research area. Explain why it appeals personally to you (the topic, keynote speakers, publication opportunities, etc.)

Task 10. Study the guidelines concerning how to write an abstract of a scientific paper in English.

An abstract is a short summary of a longer work such as a research paper. It should be written at the very end of your work and normally it should include information about the research problem and objectives, the methods applied, the key results obtained and conclusion. An abstract should be completely independent and fully understandable to someone who hasn't read the full paper.

First, the purpose of the research is defined. Describe the practical or

theoretical problem without going into detailed background information. Then, state the objective of your research. Use verbs like investigate, test, analyze or evaluate to describe exactly what you set out to do. This part of the abstract can be written in the present or past simple tense, but should never refer to the future, as the research is already complete. Next, the research methods that you used should be listed. This is usually written in the past simple tense as it refers to completed actions. Next, summarize the main research results. This part of the abstract can be in the present or past simple tense. Finally, state the main conclusions of your research to give the reader a clear understanding of the central point that your research has proved or argued. Conclusions are usually written in the present simple tense. If your aim was to solve a practical problem, the conclusions might include recommendations for implementation. If your paper is published, you have to add a list of keywords at the end of the abstract covering the most important elements of the research.

Task 11. Study the examples of abstracts given below. Write down useful vocabulary for writing an abstract.

1. A critical appraisal of the doctrine of obligation in international law
Abstract

In terms of politics, obligations are requirements which must be fulfilled and these are generally in the form of legal obligations, which incur a penalty for lack of fulfillment, although certain people are obliged to carry out certain actions for other reasons which may be based on traditional or social idiosyncrasies. This paper is an attempt at x-raying the major schools of thought as well as the basis of obligation in international law.

Keywords: Obligations, voluntarism, resolutions, regulations, rules of procedure.

2. Legitimate viewpoints on worldwide models of corporate administrations
Abstract

The present paper aims to provide an interpretation of leading corporate governance paradigms, through several case studies involving four developed economies (that is, the US, the UK, Canada and France) that have implemented either principle-based or rule-based corporate governance systems. A supplementary case study involving Romania, an emerging country, seeks to provide valuable insight into the inconsistencies of applying such a refined corporate governance system to an emerging market. From a methodological standpoint, preeminence is given to a comparative and critical approach. Finally, we ask the following

question: which are the most appropriate ways to ensure the crystallization of legal aspects concerning corporate governance, in the context of international diversity and, sometimes, divergence?

Keywords: Corporate governance, comparative approach, international evidence, United Kingdom, European Union convergence, financial markets, agency theory.

3. Hindrances to international commercial arbitration Institution

Abstract

Arbitration is a private exercise based on the agreement of the parties and is administered by appointed ad hoc arbitral tribunal or established arbitral center or institution. International commercial arbitration which is one of the procedures for resolution of international commercial disputes is patronized by many commercial men and women including corporate bodies and states. The essence of this paper is to inquire into the obstacles confronting this international lucrative procedure for settlement of commercial disputes between private individuals, private individuals and state, and between state and state parties. This paper will among others consider the obstacle of national courts, cost of arbitration, nationality of the arbitrators, political instability and unrest, etc.

Keywords: Obstacles, international commercial arbitration, law.

Task 12. Think about the scientific research you made. Write an abstract and a list of keywords for it.

Раздел 2
TEXT BANK

COMMERCIAL LAW

Text 1.

Commercial law involves legal problems that can occur in the running of businesses and commercial transactions. Its predominant concerns are contract and tort law. Clients that come to commercial law firms include large businesses, governments, banks, insurance companies and more. Legal advice can be given to any part of the running of business, from offset (starting a business) all the way to dissolving a company.

It is the area of law that is always thriving since it has a strong association with the economy, thus affecting society as a whole. Therefore, commercial law is incredibly important as it affects how businesses are run and how they in turn work to help and grow society. Furthermore, it provides the rules for businesses and organizations so as to ensure legal conduct avoiding fraudulent activity.

The clients of commercial solicitors are normally businesses. So, a typical day would involve, for example, reading contracts and amending them for the clients, drafting legal papers for businesses and reviewing business mergers. It may also require high levels of negotiating on behalf of the client for the terms of a contract, a licensing agreement. Hence, the work is rather varied depending in what area of practice you specialize. However, there are many commercial solicitors who are known as in-house lawyers; this means that they essentially have one client, and are normally looking after the legal issues of the organisation they are working for. Being an in-house solicitor means that you are allowed to get more engaged with the commercial activities, rather than working for private practices which are generally much more high-pressured jobs.

Commercial barristers are faced largely with business disputes in the typical form of contract/tort claims. The role of commercial barristers is to guide solicitors to help their clients through litigation and help prepare them for what might appear from the opposition. Documentation is of high quantity in commercial cases due to the cases which are generally heavy in terms of the facts. A barrister would work with solicitors to make sure the documentation is managed properly. Under the commercial bar, there are numerous areas of specialisation as well including banking and finance, contract disputes, tax and a lot more.

Commercial law is a broader practice that encompasses areas such as intellectual property, franchising and litigation whilst corporate law is specifically focused on companies.

If you're wondering how to become a commercial lawyer, you have to

bear in mind that employers generally have very high expectations when finding employees due to the fact that this specialism is so popular. Employers particularly look for commercial awareness (i.e. staying updated on what is happening in the world of business and how the law is being applied to the commercial world). They need someone who understands the law but also has a wide knowledge of business and the market. Commercial awareness is incredibly important because being business-aware will help you stand out from the other high-achieving law students applying for the same role. However, commercial awareness should not be interpreted as merely reading the news, keeping up-to-date on developments in the commercial world and then repeating what you have read. You need to have understood what you have read and form an opinion; it will then become a way of thinking rather than a regurgitation of facts. As in all areas of the legal world, employers are also looking for:

- Ambitious and intelligent individuals who are looking to work in fast-paced environment;
- Candidates that are willing to work extremely hard and put long hours into their job;
- Intense research skills;
- An ability to maintain client relationships in order to gain business for the firm. Thus, someone who is willing to talk to a variety of different people would inevitably be significant.

Text 2.

Ultra Electronics, a major supplier to the Royal Navy, has agreed to be bought by US-owned Cobham in a £2.6bn takeover being monitored by the UK government.

Cobham said it would "offer legally binding and enforceable commitments to HM Government" over the Ultra deal. These include security issues and protecting UK jobs. Defence and aerospace company Cobham was controversially bought by US private equity firm Advent in 2019 despite national security concerns. "We look forward to working with HM Government, and other relevant stakeholders, to agree legally binding commitments which safeguard Ultra's contribution to the UK economy and national security," said Shonnel Malani, chairman of the Cobham Group.

The UK's Business Secretary, Kwasi Kwarteng, was reported to be considering launching a national security investigation into the deal last month under the Enterprise Act. The act gives the government the power to intervene in mergers on public interest grounds covering national security. However, the Enterprise Act will be superseded from January next year by the new National Security and Investment Act, which aims to impose more stringent safeguards on foreign ownership of British companies.

The new act will introduce stronger powers of intervention if there are concerns about national security issues in any takeovers. It will also have a wider remit covering 17 business sectors and will probe any investments of more than 25% in a UK company that cause concern. Crucially, it could be used retrospectively to fine firms. As part of its takeover of Ultra - which has two sites in Dorset - Cobham said its commitments would cover "safeguarding and supporting the UK's national security" including national security clearance arrangements. It has also pledged to protect existing and create new UK manufacturing and engineering jobs, and to increase investment in research and development (R&D) in the UK. Lord West of Spithead, who served as First Sea Lord, has also raised concerns about the Cobham - Ultra deal and a similar one involving British defence supplier Meggitt.

Meggitt announced it had agreed a £6.3bn takeover by Ohio-based Parker Hannifin earlier this month but then revealed it was the subject to an unsolicited £7bn bid approach from US firm TransDigm. On Monday, it gave shareholders notice of a vote on the recommended Park Hannifin deal on 17 September. TransDigm has now been given a deadline of 14 September by the UK Takeover Panel to make a formal offer for Meggitt. Meggitt's chairman, Sir Nigel Rudd, called on ministers to block a takeover if any bidder tries to buy it without giving binding commitments on investment and jobs. He told the Sunday Times that while "clearly, price is important", any new owner would need to give Meggitt and the government undertakings, including to keep the company's headquarters in Coventry and maintain R&D spending. Meggitt specialises in components for the aerospace, defence and energy industries. Companies that it supplies include Airbus and BAE Systems, but it also has contracts with the Ministry of Defence that Parker Hannifin has pledged to honour. / <https://www.bbc.com/news/business-58228657/>

Text 3.

On November, 1999, the Contract Act became law in England, Wales and Northern Ireland. The act applies to contracts governed by English law or the law of Northern Ireland entered into beginning 11 May, 2000. It also applies to each English law contract entered into beginning 11 November, 1999 which expressly provides for its application.

The new statute has a significant effect on a variety of contracts, and, as contracts are at the heart of business transactions, on business in general. It fundamentally alters the English law principle of privity of contract that permits only parties to a contract to enforce its terms, even if the contract clearly purports to confer a benefit on a third party.

The statute enables a person that is not a party to a contract to enforce

its terms if the contract expressly provides that the non-party may do so, or if one or more terms of the contract purport to confer a benefit on the non-party, unless on a proper construction of the contract, it appears that the parties did not intend the term to be enforceable by the non-party.

Therefore it becomes important that contract drafters take into account whether any third party has been given rights under a contract. The parties may agree in the contract to exclude the application of the statute. If this is not done, one or more of the parties may be exposed to unexpected claims by third parties who were not intended to be beneficiaries of the contract.

The new act does not affect rights granted to third parties by means other than the act itself. Therefore, if the parties to a contract wish to grant third-party rights under it, they may continue to do so through the use of collateral contracts, novations, assignments, deed polls, trust relationships and other established English law mechanisms.

COMPANY LAW

Text 1.

A hostile takeover, in mergers and acquisitions (M&A), is the acquisition of a target company by another company (referred to as the acquirer) by going directly to the target company's shareholders, either by making a tender offer or through a proxy vote. The difference between a hostile and a friendly takeover is that, in a hostile takeover, the target company's board of directors do not approve of the transaction.

For example, Company A is looking to pursue a corporate-level strategy and expand into a new geographical market.

1. Company A approaches Company B with a bid offer to purchase Company B.

2. The board of directors of Company B concludes that this would not be in the best interest of shareholders in Company B and rejects the bid offer.

3. Despite seeing the bid offer denied, Company A continues to push for an attempted acquisition of Company B.

In the scenario above, despite the rejection of its bid, Company A is still attempting an acquisition of Company B. This situation would then be referred to as a hostile takeover attempt.

There are two commonly-used hostile takeover strategies: a tender offer or a proxy vote.

1. Tender offer: A tender offer is an offer to purchase stock shares from Company B shareholders at a premium to the market price. For example, if Company B's current market price of shares is \$10, Company A could make a tender offer to purchase shares of company B at \$15 (50% premium). The goal of a tender offer is to acquire enough voting shares to have a controlling equity interest in the target company. Ordinarily, this means the acquirer needs to own more than 50% of the voting stock. In fact, most tender offers are made conditional on the acquirer being able to obtain a specified amount of shares. If not enough shareholders are willing to sell their stock to Company A to provide it with a controlling interest, then it will cancel its \$15 a share tender offer.

2. Proxy vote: A proxy vote is the act of the acquirer company persuading existing shareholders to vote out the management of the target company so it will be easier to take over. For example, Company A could persuade shareholders of Company B to use their proxy votes to make changes to the company's board of directors. The goal of such a proxy vote is to remove the board members opposing the takeover and to install new board members who are more receptive to a change in ownership and who, therefore, will vote to approve the takeover.

There are several defenses that the management of the target company

can employ to deter a hostile takeover. They include the following:

- **Poison pill:** Making the stocks of the target company less attractive by allowing current shareholders of the target company to purchase new shares at a discount. This will dilute the equity interest represented by each share and, thus, increase the number of shares the acquirer company needs to buy in order to obtain a controlling interest. The hope is that by making the acquisition more difficult and more expensive, the would-be acquirer will abandon their takeover attempt.

- **Crown jewels defense:** Selling the most valuable parts of the company in the event of a hostile takeover attempt. This obviously makes the target company less desirable and deters a hostile takeover.

- **Supermajority amendment:** An amendment to the company's charter requiring a substantial majority (67%–90%) of the shares to vote to approve a merger.

- **Golden parachute:** An employment contract that guarantees expensive benefits be paid to key management if they are removed from the company following a takeover. The idea here is, again, to make the acquisition prohibitively expensive.

- **Greenmail:** The target company repurchasing shares that the acquirer has already purchased, at a higher premium, in order to prevent the shares from being in the hands of the acquirer. For example, Company A purchases shares of Company B at a premium price of \$15; the target, Company B, then offers to purchase shares at \$20 a share. Hopefully, it can repurchase enough shares to keep Company A from obtaining a controlling interest.

- **Pac-Man defense:** The target company purchasing shares of the acquiring company and attempting a takeover of their own. The acquirer will abandon its takeover attempt if it believes it is in danger of losing control of its own business. This strategy obviously requires Company B to have a lot of money to buy a lot of shares in Company A. Therefore, the Pac-Man defense usually isn't workable for a small company with limited capital resources.

There are several examples of hostile takeovers in real-life, such as the following:

- **Private equity firm KKR's leveraged buyout of RJR Nabisco** in the late 1980s. Read more about this transaction in the book, "Barbarians at the Gate."

- **Air Products & Chemicals Inc.'s hostile takeover attempt of Airgas Inc.** Airgas Inc deterred the hostile takeover through the use of a poison pill.

- **Sanofi-Aventis's hostile takeover of the biotechnology company, Genzyme.** Sanofi tendered more than \$237 million worth of Genzyme

shares, resulting in an equity ownership position of 90%.

- **AOL's hostile takeover of Time Warner** in 1999. Due to the dotcom bubble bursting, the new company lost over \$200 billion in value within two years.

Text 2.

There are mandatory qualifications to become a director of a private or public limited company, 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 is obtained from the court;
- A person disqualified by the court from acting as a company director;
- A person under age of 16 or over 70.

Although incorporation limits liability, the directors retain personal responsibility to ensure the company complies with the filing of documents at Companies House on time, as required by the Companies Act. Failure to do so is a criminal offence and may result in the imposition of a fine together with a criminal record. Persistent failure to fulfill these duties may lead to disqualification from holding the office of director in the future. The directors must ensure that:

- Accounts for limited companies are delivered to the Registrar of Companies within the requisite period, normally within ten months of the accounting reference date in the case of private limited companies or within seven months in the case of a plc, although the requisite period may be amended by legislation;

- Annual returns are submitted as specified by the Act. In the event that these are not submitted, and the Registrar believes that the company is no longer operating, he may strike it off the register and dissolve it. Any assets of the company at that point may become the property of the Crown;

- Notice of change of directors or their details is provided to the Registrar;

- Notice of any change to the registered office is provided to the Registrar. If this is not done, statutory notices may be validly served on the registered office.

Text 3.

Under current company legislation, companies that have used surplus cash reserves to buy back their own shares are required to cancel those shares and not hold them in treasury to be resold at a later date.

On 22 December 1999, Dr Kim Howells, then Parliamentary Under Secretary of State for Competition and Consumer Affairs at the Department of trade and Industry, announced that the law prohibiting

companies to hold their own shares in treasury was to be deregulated.

Following the publication of a draft document detailing likely amendments to the regulations in 2001, it was announced that a new company law will come into force in December 2003 that will permit companies to buy back their own shares and hold them in treasury rather than having to cancel them.

This new legislation will only apply to company shares that are listed on the London stock Exchange's official list, the Alternative Investment Market or a comparable European Economic Area market, and will therefore not include the shares of other public companies or private companies. Qualifying shares will be held in treasury until they are either resold or transferred to an appropriate employee share scheme.

This change to company law has been made to assist companies amend their share capital without incurring the costs of cancelling and re-issuing shares that exist under current legislation. The new law will also bring the UK into line with other EEA countries.

Companies must buy back shares out of distributable reserves, and these shares must not at any time exceed 10 % of their issued share capital (surplus treasury shares must be disposed of within 12 months). Whilst held in treasury, these shares will not carry any voting rights or be entitled to a dividend.

PROPERTY LAW

Text 1.

In 1998, the US Court of Appeals for the Federal Circuit handed down a landmark decision in *State Street Bank and Trust Co. v. Signature Financial Group, Inc.* the 'State Street' case has attracted wide attention because it has opened up the patent system to inventions which are not within traditional technologies.

The case involved a patent issued to Signature Financial group which has called a 'Data – Processing System for Hub and Spoke Financial Services Configuration'. The data-processing system allowed for complex calculations to be provided very quickly in relation to mutual funds (Spokes) pooled in an investment portfolio (Hub) which was organized as a partnership. The patent was challenged by State Street Bank and Trust.

The lower court held that the invention fell within two exceptions to patentable subject matter: 1) the mathematical algorithm exception, and 2) the business method exception. The court reasoned that the data-processing system merely performed a series of mathematical functions and that the patent was further invalid under 'the long-established principle that business 'plans' and 'systems' are not patentable.'

However, on appeal, the Federal Circuit Court reasoned that the cases relied upon by the lower court were in appropriately applied to the case. It stated that the focus of what constitutes patentable subject matter should be the essential characteristics of it and, in particular, its practical utility. And, with regard to the Hub and Spoke software in question, it produced a 'useful, concrete and tangible result'. The court ended by dismissing the 'ill- conceived' business method exception to patentability in total.

Naturally, the new approach to business method patents has been welcomed by inventors in the field of business. This is witnessed by recently issued patents in such areas as architecture, investment and marketing. The decision has truly increased the possibility of patent protection for ever-expanding methods of doing business.

Text 2.

Generally, both residents and foreigners are allowed to buy and sell property in Ukraine, but there are some significant exceptions. The most important one concerns agricultural land, which foreigners are not allowed to own. Even joint ventures, where Ukrainians and foreigners cooperate together, cannot buy farmland. And if a foreigner inherits agricultural land, he has to sell it within a year. However, foreigners, including business entities, are allowed to lease farmland.

The situation with non-agricultural land is quite different. In this case,

it is possible for foreigners, either individuals or companies, to have ownership rights to land within or outside settlement boundaries. Nevertheless, it becomes possible only under certain circumstances, for example, if a foreign entity buys buildings or other structures on the land. They are also permitted to have ownership rights to land if they want to build facilities for the purpose of carrying out business in Ukraine. So, if they plan to do business and buy existing facilities or construct new facilities for business, they may have certain ownership rights to land.

Text 3.

Real estate transactions can be complex and present a variety of legal issues and potential hazards. From buyers who feel to keep in mind when dealing with when you're looking to buy, sell, or lease a property. Whether your issue is simple or complex, it can be helpful to have an experienced guide on hand to escort you through the process and protect you and your business from any potential legal issues. Here are just a few of the common real estate legal matters that our experienced teams of real estate attorneys handle regularly:

A contract dispute occurs when the negotiated price of a real estate property is disputed by one of the parties involved. Once the initial contract has been signed, but the sale has not been completed, disputes can arise over things like purchase price, closing date, condition of the property, the type of deed, and more. This can also happen over closing costs, if one party or the other believes the contract terms were misrepresented, or over which local laws apply to the purchase contract. A real estate purchase contract is incredibly complex, and either party may breach the contract by violating one of the terms agreed upon as the sale process proceeds. Resolution of such disputes requires a skilled attorney and a careful reading of the purchase contract.

Real estate advertising must comply with state license regulations and the REALTOR Code of Ethics, and misleading or unlicensed advertisements can have serious legal consequences. These laws are in place to protect prospective buyers, so that what you see is truly what you get, and so that the seller will not be accused of misrepresenting their property. As such, it is essential to ensure that all your real estate advertisements adhere to state licensing laws and present an accurate depiction of your property, including on the Internet, in order to avoid any potential legal issues.

One of the most common real estate legal issues is misrepresentation, or the misstating of some feature of the property by the seller or the seller's representative, whether intentional or not. This may involve a foundation issue, a property boundary, or an environmental problem. To protect

yourself against misrepresentation liability, ensure that your property is thoroughly inspected and that you document those sources for the buyer, and then they must sign a seller disclosure form. By doing so, you are ensuring that the buyer knows exactly what they're getting into, and you're protecting yourself from any potential legal issues down the line.

Real estate litigation can often be very complex and is best handled by an expert. If you feel a little out of your depth when dealing with these matters, don't be afraid to hire an experienced attorney to help you make sense of the process. From contract disputes to quiet title action, our lawyers are prepared to deal with even the most difficult problems that your real estate transaction may present.

LITIGATION and ARBITRATION

Text 1.

Firstly, one of the main differences between arbitration and litigation is that the latter allows each party to a dispute to appeal any judgment rendered by a local court. The option to appeal a judgment is not only granted to the party that received an unfavorable judgment, but also to the party that received a favorable judgment, in case they are not satisfied with the outcome. Furthermore, the parties to a dispute may appeal more than once throughout the duration of a lawsuit until a final judgment is rendered. Therefore, choosing between arbitration and litigation can be influenced by whether the parties to a written transaction wish to have the option to appeal judgments or not. As arbitration does not allow for appeals based on merits the arbitration process is usually less time-consuming than litigation. Also, local courts are not required to render a final judgment within a limited time frame. Secondly, arbitrators are usually not as busy as judges. While judges in the UAE may handle dozens of lawsuits at any given time, arbitrators usually handle far fewer cases.

Another distinct difference between arbitration and litigation is that the parties to a dispute have significant influence over arbitration proceedings while they hardly have any influence in a litigation. First of all, it is possible for the parties in an arbitration case to choose their arbitrator(s). Usually arbitration cases are either handled by a tribunal of one or three arbitrators and the parties to an agreement may decide on this therein. In the event that the parties decide that only one arbitrator should resolve a dispute between them, such an arbitrator is usually chosen and appointed by the arbitration center to assure neutrality, but either party may object on the identity of the appointed arbitrator (depending on the rules of the arbitration center). Further, in the event the parties wish to have three arbitrators resolve a dispute between them, usually each party would choose an arbitrator by its sole discretion and then the two chosen arbitrators would choose the third neutral arbitrator. On the other hand, in a litigation, parties do not have the power to appoint judges. A party in a lawsuit may under certain circumstances, however, demand the change of the judge resolving said lawsuit. Secondly, the parties to an agreement that chose arbitration as the dispute resolution method may specify in their agreement the time limit for an award to be rendered, and this time limit would be acknowledged by the arbitration center.

Costs vary greatly between arbitration and litigation and therefore this is often a deciding factor when choosing between the two. Costs here include but are not limited to the arbitration tribunal (or litigation) and lawyers' fees. Both litigation and arbitration costs are proportional to the

value of the claim, but arbitration costs are usually higher than litigation'

Text 2.

In drafting contracts, one provision that must be considered for inclusion is the way disputes are resolved. Some parties, especially those in the construction or financial industries, have a preference for using arbitration to resolve disputes, while others prefer the traditional route of resolving disputes in a courtroom. There are potential advantages and disadvantages for each. When deciding whether to include an arbitration clause in your agreement versus providing for litigation in a courtroom to apply, a few major factors stand out.

Public versus Private: Arbitration is a private process where documents and other filings are not made public. This allows the parties to resolve their disputes without the press, competitors, or others monitoring the situation, and most arbitration decisions are kept confidential. In most states, nearly every filing in a court proceeding is made public the moment it is filed and decisions or verdicts are made public. While the parties can ask to seal documents or otherwise protect them from public disclosure, most judges prefer that filings remain open to the public barring some business or other compelling justification (e.g., protection of trade secrets).

Formal versus Informal: Litigation is a formal process conducted in a public courtroom. It has certain rules that apply to every case. Arbitration is less formal, the rules are looser, and the parties have more say in the procedures. An arbitration hearing can be held anywhere that the parties agree.

Speed of Process: Arbitration typically provides a quicker resolution than a courtroom proceeding. The parties are generally provided flexibility to set their own timetable, rather than trying to fit into a court's busy docket. Because of the compressed timing with arbitration, one would think the costs would also be more reasonable. The author's experience shows that the total costs of arbitration and litigation run about the same since the parties conduct the same work albeit in a compressed schedule in arbitration. The filing fees are much higher in arbitration and the parties have to pay the arbitrators for their time (tax dollars pay for judge's salaries), so many times it amounts to a wash.

Selection of Decision-Maker: In arbitration, the parties have the flexibility to choose and select either an arbitrator or a group of arbitrators to decide their dispute. The arbitrator can be a lawyer, but does not need to be a lawyer, and can be anyone that the parties agree to use. The arbitrator resolves any pre-hearing disputes and makes the ultimate decision in the case. In litigation, a trial judge will decide pre-trial disputes and either the judge or a jury will ultimately decide the case. In most states, the parties

have no say in which judge gets assigned to their case and juries are randomly chosen.

Expertise: Arbitrators are normally selected from a pool of professionals with experience in the very industry in which you are working (e.g., construction lawyers serve as arbitrators to resolve construction disputes). In most states, judges normally see and hear cases of a general nature, as opposed to cases only in one industry. If you believe industry-specific knowledge is important to understand the issues and documents in your case, and to analyze specific liability and damage claims, then arbitration may be your way to go. Appeal Rights. An arbitrator's decision is normally final and binding. In many jurisdictions, it is extremely hard to appeal a decision of an arbitrator, even if that decision is contrary to the law or the arbitrator makes a mistake. In litigation, a judge's decision is always subject to an appeal where a reviewing court may correct any error made.

Text 3.

Acclaimed as a litigation powerhouse, Gibson, Dunn & Crutcher and the members of the Litigation Practice Group have a long record of outstanding successes. *The American Lawyer* named Gibson Dunn its 2020 Litigation Department of the Year, recognized as the "best of the best." This unprecedented achievement was the firm's fourth win in the last six years of the publication's biennial "Litigation Department of the Year" competitions, and the sixth time in a row the firm has been a finalist.

The members of our litigation practice group are not just litigators, they are first-rate trial lawyers. Each year, we try numerous cases to verdicts before juries, judges and arbitrators. Our clients have trusted us to try their most significant disputes to verdict, and we believe our trial win-loss record is unsurpassed.

We have tried cases and argued appeals before the U.S. Supreme Court and state supreme courts in addition to federal and state courts across the United States involving almost every foreseeable area of controversy. We also handle disputes before a wide variety of nonjudicial forums, from federal and state agencies to international arbitrations.

Gibson Dunn's approach emphasizes the full spectrum of services for our clients. Our litigators are trained to evaluate actual and potential cases at the earliest stages, to first determine if litigation can be avoided, or, if it is filed, whether the matter can be resolved quickly and economically. We pride ourselves on handling our litigation matters as efficiently as possible.

For the largest cases, we can bring all necessary resources to bear, but for smaller matters, we believe in lean staffing and small teams of litigators with the right knowledge and experience. Critically, our litigators think not

just as lawyers, but as business men and women, tapping into key resources and devising optimal strategies for the most efficient and favorable results. Gibson Dunn lawyers are fully familiar with a wide array of alternative dispute resolution techniques, including arbitration, mediation, “mini-trials” and the like. In addition, the conduct of litigation at every stage is done in full and close consultation with our clients.

Gibson Dunn’s trial practice is enhanced by first-rate case management support and technology resources. Our lawyers utilize technology in a manner that not only enhances their practice, but reduces the cost of litigation. Our trial technology includes the latest systems available for document storage, retrieval and imaging. We provide our clients dedicated extranet capabilities where they can access relevant case information and share documents on secure sites developed specifically for each case. These technology tools allow us to avoid reinventing the wheel; when we begin work on a new case, we are able to access a vast database of research, writing and analysis, and thereby deliver the highest quality work product as efficiently as possible.

INTERNATIONAL LAW

Text 1.

Sotheby's auction house was fined £12.9m by the European Commission yesterday for colluding with Christie's to cheat wealthy players in the international art market. The fine represents 6 per cent of the company's annual turnover and comes after a court case in America which saw its former chairman Alfred Taubman, 68, fined £ 4.7m and jailed for a year for the fraud, which cost sellers £290 m. Christie's escaped a fine because it provided the evidence that proved the operation of a cartel between the world's two leading art houses.

Mario Monti, the European commissioner in charge of competition policy, said: 'This case shows that illegal cartels can appear in any sector, from basic industries to high-profile service markets.' He said Sotheby's and Christie's, which hold 90 per cent of the market, had breached EU competition rules. After fierce competition in the 1980s and early 1990s, a price-fixing agreement was struck in 1993 at the highest level in the two companies, the commission said. The key aspect of the illegal agreement was an increase in the commission paid by sellers at auctions. But it also involved advances paid to sellers.

The commission said Taubman and his Christie's counterpart, Sir Anthony Tennant, 'entered into secretive discussions at their respective private residences in London and New York'. The meetings were followed by regular meetings between the companies' chief executives at the time, Dee Brooks of Sotheby's and Christopher Davidge of Christie's. Sir Anthony refused to go to America to stand trial for the collusion. He cannot be extradited from Britain on the antitrust charges he faces.

The European Commission began investigating in January 2000 when Christie's approached the American Department of Justice and Brussels offering evidence in the hope of gaining leniency. Bill Ruprecht, president and chief executive of Sotheby's Holdings, said it had anticipated the fine, which would be reflected as a special charge in its financial statements. 'Sotheby's co-operated fully with the Commission throughout, and as the fine is materially less than it could have been, we are pleased to have the investigation behind us,' he said. 'No current employee of the company was involved in, or aware of, the anti-competitive practices.'

A Christie's spokeswoman said: 'We're pleased that it brings this chapter in the history of the art market closer to a conclusion.'

Text 2.

International Criminal Law ("ICL") has been the branch of Public International Law that saw the most impressive developments in the last 30 years. The International Law & Human Rights team at Parliamentarians for Global Action ("PGA") joined forces with a group of students from the

Harvard Law School Advocates for Human Rights (“Advocates”) to launch a project that identifies some of the most innovative ideas and proposals that could further contribute to the progressive development of International Criminal Law. The project’s current focus is on expanding the International Criminal Court’s jurisdiction in the following areas: development of the Court’s jurisdiction on environmental crimes and human trafficking; the expansion of the Court’s personal jurisdiction to corporations; and the creation of an additional procedural avenue through a hybrid chamber.

In times of change for the ICC, this project amplifies the voices of young students and practitioners, as well as more seasoned lawyers and experts. In the words of a former student of Harvard Law School, Ben Ferencz, who became a Prosecutor at the Nuremberg trials when he was 27 years old and, years later, played a crucial role in the establishment of the ICC, the incorporation of the crime of aggression into the Rome Statute, and the activation of the Court’s jurisdiction over the same, “Never give up. Never give up. Never give up.” Like Mr. Ferencz who continues to develop ICL at the age of over 101, students and contributors to this project wish to advance international criminal justice to combat impunity in the face of atrocity crimes which pose a global threat to humankind.

Text 3.

Ninety-nine percent of global data moves through undersea cables. Should their usage be interrupted for any reason, the entire global economy would be disrupted, as an estimated \$10 trillion in financial transfers are dependent upon them. Undersea cables, or as Surabhi Ranganathan terms them, the “out-of-sight arteries of globalization,” are critical infrastructure for the digital economy and the movement of capital around the world. Undersea cables are what make global “flows” and exchanges of data as a commodity possible. They have enabled the growth of the “global data economy,” or the economy that trades in personal information, by providing the material basis for corporations to profit from data collection and processing.

In connecting distant territories around the world, cables often implicate international law. Yet much of the international legal literature on digital data in relation to territoriality asserts that it is something immaterial, intangible, unterritorial, or post-territorial. While these conceptualizations illustrate some of the complexities that have arisen in trying to map digital data onto extant international legal frameworks, they might also have a black boxing effect. Imagining data as deterritorialized obscures its underlying histories and power dynamics, including the territorial politics, ecological extraction, labor, and forms of knowledge that went into constructing its underlying infrastructures.

Conceptualizing data as intangible or immaterial also renders it

seemingly ubiquitous, evenly spread around the world, or nowhere in particular. This obscures the unevenness of where data comes from and where it travels, who has access to and exercises control over data, and who can use it for what purposes. Data is not collected, distributed, or accessible equally. The paths data travels often depend on algorithms, corporate decision-makers and engineers, regulatory environments, geographies of trade, development projects, and material hardware - none of which have even geographic configurations. The paths data travels are also subject to path dependencies created by initial overlays of cables for the telegraph that were motivated by imperial ambitions, as many undersea cables today follow similar paths. For example, as undersea cable networks are typically constructed within already existing routes, many of which were developed for telegraphic cables as part of colonial projects, they tend to “reinforce existing global inequalities.”

The global data economy, cloud computing, and wireless technologies are thus grounded in tangible cables, the uneven geographies of which affect the speeds and costs at which data travels around the world, the availability of information and communications technologies (“ICTs”) in different parts of the world, and the sites where communications can be either intercepted for surveillance purposes or cut off entirely. As the global data economy becomes an increasingly significant part of global economic activity, the uneven geographies of cables can have significant impacts on global economic distribution.

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