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SYSTEMATIZATION OF CONTRACT LAW OF UKRAINE

In my opinion, the topic: "Systematization of contract law of Ukraine" is interesting because we can analyze the legislative framework that controls contracts and we can analyze the system of general provisions and scientific works that support systematization in the correct working form.

The vision of H. V. Ozernyuk in a scientific article on the topic: "The system of civil law contracts according to the legislation of Ukraine and foreign countries" is interesting.

In the conditions of the transition of Ukraine's economy to market principles, the role of the contract as a universal and most expedient legal form of mediating commodity-monetary and other property relations is especially growing. Therefore, the study of the system of civil law contracts as a whole is still quite relevant today [1, p. 91].

Based on this part, it becomes clear to us that contracts are a universal principle of market development and an important part for the development of the legal state of the state.

The vision of O.V. Moroz in a scientific article on the topic: "The concept of a civil contract" is interesting.

In the system of continental law, there are "subjective" and "objective" theories of the contract. The "subjective" theory defines a contract as an agreement between two or more persons aimed at establishing mutual rights and obligations. The essence of a civil law contract, according to this theory, is the coincidence of the aspirations of the contracting parties. This theory is based on the concept of individual freedom, and assumes that every person has the right to realize his interests by freely concluding an agreement, on the most favorable terms. During the development of capitalist production relations, freedom of contract undergoes certain changes. It turns out that only those contracts that correspond to the interests of society can be concluded freely. The law to a greater extent prevents uncontrolled manifestations of freedom of expression of will in the contract. It is at this time that the objective theory of the contract arises. It is less of a subjective theory, based on the freedom of the parties to the contract and pays more attention to the expectations that should follow from the conduct of the parties to the contract. The "objective" theory of the contract determines the influence of the state on the process of conclusion and execution of contracts based on the formal equality of the parties to the contract and their freedom of expression [2, p. 93-94].

Based on this part, it becomes clear to us that contracts are different and functions and principles improve each other over time, which enables legislation to work with contracts both with private individuals and with the state as well.

The vision of A.L. Svyatoshniuk is interesting. in a scientific article on the topic: “Principles of contract law of Ukraine: concept, content and system”.

Also, most experts recognize that the principle of freedom of contract, from the point of view of its practical significance, must be considered in an inextricable connection with the question of the essence of the contract and its role in regulating social relations [3, p. 77].

Based on this part, it becomes clear that freedom of contract and its functions are important for today’s legal system.

It is worth noting that the principle of freedom of contract plays a significant role in the system of principles of contract law, and it cannot be excluded. With the help of this principle, the parties reach a certain compromise regarding the terms of the contract, determine the content of the contract. Under the influence of this principle and in combination with the principle of dispositiveness, the degree of dependence of contractual regulation on the norms of civil legislation is clarified [3, p. 77].

Proceeding from this part, it becomes clear to us that the freedom of contract is a function thanks to which it is possible to solve problems and establish relations, regarding which a conflict will not be committed.

Also, in contract law, the principle of stability of contract law is distinguished. It is considered the basis of contract law, since “stability” and “inviolability” of the terms of the contract are important for the parties to the contract. In the legal literature, such a principle is also found under the names “principle of obligation” and “principle of inviolability” of the contract [3, p. 78].

Based on this part, it becomes clear to us that the principle of stability in the contract is a guarantee that the details of the contract will not be violated and the legal framework will control conflict situations outside the boundaries of this contract.

It should be noted that a large number of scientists pay attention to the principle of legality and its place in contract law. In particular, L.V. Sotsuro notes that the contract must comply with the rules binding on the parties, which are established by normative legal acts and are in effect at the time of its conclusion: 1) the objective supremacy of the imperative norms of the law over the contract; 2) the equality of the dispositive norms of the law and the terms of the contract is possible when such equality is allowed by the dispositive norm; 3) upon the entry into force of a new law that regulates the relations of the parties in a different way, the terms of the previously concluded contract retain their force, unless otherwise provided by law; 4) the content of the contract must comply with the norms of the law or other regulatory legal acts; 5) the

contract may be based on the customs of business turnover; 6) a contract that does not comply with the requirements of the law or concluded with a purpose that is known to contradict the principles of law and morality is null and void; 7) null and void contracts may be subject to the consequences of contract invalidity; 8) the will and manifestation of will of the parties are decisive in the choice of the method of interpretation of the contract [3, p. 77].

Based on this part, it becomes clear to us that thanks to the principle of legality and only thanks to it, the contract can be correctly drawn up and can take on a valid status.

In conclusion, we understand that the systematization of contract law of Ukraine is an important part in the formation of both the market and the legal base of our state. Thanks to a large number of principles, we regulate relations that are in contact with the legal framework without which the conclusion of contracts is impossible. Improving the functioning of contracts will make it possible to work more effectively with both private enterprises and the state.

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CONTRACT KILLING AND ITS LEGAL QUALIFICATION

When considering contract killing and its legal qualification, we must always think about the normative legal acts written in the Criminal Code of Ukraine, we must analyze contract killing also from the point of view of human rights and develop the correct principles for making a correct decision in court