

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

regarding such affairs. It is also important to consider the details of the Constitution of Ukraine as one of the main bases of the law, which will help in argumentation and evidence.

The theses of O.V. Us are interesting. And the vision of a scientist on the topic: “Some issues of responsibility for intentional murder committed to order”.

In the criminal law literature, intentional murder committed to order is considered as a crime committed by the executor on behalf of the customer. At the same time, such a mandate, as explained in the resolution of the Plenum of the Supreme Court of Ukraine “On judicial practice in cases of crimes against life and health of a person” dated February 7, 2003 No. 2, can take the form of an order, order, as well as an agreement, according to which the executor undertakes to take the victim’s life, and the customer undertakes to perform certain material or non-material actions in the interest of the executor or not to perform them [1, p. 225].

Based on this part, we can understand the concept of contract killing and the forms of murder performed by the executor.

It should be noted that the perpetrator of the crime is, first of all, the initiator of its commission, because the initiative to commit the murder must come from him. The concepts of “ordering a crime” and “assistance in a crime” are significantly different in meaning, it is inadmissible to replace them or use them as synonyms. Obviously, the legislator criminalized this type of murder as a qualified one, based on the fact that a certain person initiated the commission of a crime by other persons, incited it or even organized its commission, rather than simply agreeing to the executioner’s offer. Expressing consent to the commission of a murder cannot be considered as his order [1, p. 226].

Based on the presented part, we can see the details of the delimitation of the types of murder, and we can see an example and understand how exactly to distinguish the types of murder, how to distinguish a murder to order. We also understand that the customer is always the initiator, which can be qualified as the intentional killing of another person.

Depending on the specific circumstances of the case, the person who ordered the intentional murder is recognized as either the instigator or the organizer of the crime. It must be emphasized that in each specific case, the customer actually performs inciting actions, because he inclines the subject to commit murder [1, p. 225].

Based on this part, we can understand that the customer is also a party that manipulates a person, and can frame a person for intentional murder.

In addition, the motives and purpose of the action of the customer (instigator) are optional subjective signs of incitement to a crime and can be blamed on him only on condition that they are provided as mandatory (qualifying) signs of the composition of the crime committed by the perpetrator. In other circumstances, they are taken into account only when sentencing this

accomplice, as mitigating or aggravating circumstances, or as those that characterize the person of the guilty party. This approach is determined by the fact that the motive and purpose of the customer act as subjective signs of his actions, that is, they do not characterize a jointly committed crime, but the implementation of his own criminal role [1, p. 227].

Based on this part, we understand the elements in the form of motive and purpose and understand that they affect the role of the customer and his actions in relation to the accomplice and the victim.

The article by I.P. is also interesting. Osypenko, A.A. Truschenkova on the topic: "Problems of the investigation of contract killings in modern conditions".

Some scholars suggest considering contract killing as the fulfillment of an agreement to take the victim's life. The parties to such an agreement are at least two persons - the customer and the executor, but there may be more of them - several customers and several executors, there may also be intermediaries between them. Previously, contract killing was considered a type of murder for selfish motives. A large percentage of contract killings remain unsolved due to a number of objective and subjective reasons [2, p. 49].

Based on this part, we can understand that there may be several customers, executors and participants, and that it may be impossible to solve such a case due to the large number of elements related to the murder.

It is characteristic of contract killing that the executor receives or wishes to receive a certain benefit or avoid some negative circumstances not as a result of taking the life of the victim, but for fulfilling the order, due to the will and actions (inaction) of the customer or persons authorized by him. The assignment of the customer to the perpetrator of the crime can take different forms. First, it may be an agreement under which liability arises regardless of when the promised performance was performed, whether or not the customer fulfilled his promise, whether he intended to do so or not. Secondly, it can be an order or order, which is carried out due to the fact that the executor, before receiving the order to kill, took upon himself the duties of a killer. In any case, there may be no connection between the executor and the customer prior to the commission of the murder. That is, the only common thing between them is murder [2, p. 51].

Based on this part, we can understand that the main thing in contract killing is always profit, agreement and the main action, namely murder.

The specificity of contract killings requires the use of modern forensic scientific and technical developments. However, traditional means of reproducing the identity of the criminal with the help of an eyewitness can also give a certain result - in the form of a verbal or drawn portrait, a photo robot (including with the use of computer technology) [2, p. 52].

Based on this part, we understand that witnesses can greatly help in the investigation of contract killing.

In the conclusion, I would like to note that the analysis of the murder

committed to order is important in solving many problems not only from the part of the investigation, but also from the part of classifying such murders and improving the legal framework for making the right decision.

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ГІДНА ОПЛАТА ПРАЦІ В ТРУДОВОМУ ПРАВІ

Право на гідну оплату праці юридично захищене нормами міжнародного та національного законодавства.

Фундаментальне та основоположне значення має зміст статті 23 найвищого джерела міжнародних норм у галузі прав людини — Загальної Декларації прав людини (1948). Декларація проголошує, що кожна людина має право на працю без будь-якої дискримінації на рівну оплату за рівну працю, де кожний працюючий має право на справедливу і задовільну винагороду, яка забезпечує гідне людини існування, її самої та її сім'ї [1].

Деякі з національних нормативно-правових актів з питань праці містять лише визначення сутності поняття «оплата праці». Конкретним прикладом є Кодекс законів про працю України.

Глава VII зазначеного закону, що має назву «Оплата праці», не містить трактування своєї назви, але містить статтю 94, яка визначає заробітну плату як винагороду, обчислену, як правило, у грошовому виразі, яку за трудовим договором власник або уповноважений ним орган виплачує працівнику за виконану ним роботу [2].

Ця глава містить регламентування важливих положень про розмір