

Textbook

TEST QUESTIONS

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1. What possible meanings does an expression "common law" carry?

According to the context its meaning may differ.

It may signify law which is common to the whole country – **national law** in contrast to **local law**.

It is law based on **judicial decision (case law)** in contrast to the law made by Parliament (**statute law**).

The expression distinguishes **the common law legal systems** based on **precedents** from **civil law jurisdictions** which are based on **civil codes**.

It comprises the rules developed by the **common law courts** in contrast to the rules developed by **the court of equity**.

2. What are the basic characteristics of English law?

It is based on **the common law tradition**, e. g. **a system of judge made law** continuously developed over the years through **the decisions of judges in cases decided by them**. These decisions are called **judicial precedents** and they form an important preliminary source of law in the English legal system.

English judges have an important role in developing case law; by judicial precedents as well as by interpreting **Acts of Parliament** they **legislate**.

The judges are independent of both **the government** and the people appearing before them. They are free **to make impartial decisions**. Court procedure is **accusatorial** which means that judges do not **investigate the cases** but **reach a decision** based only on **the evidence** presented to them by **the parties to the dispute**. Such a system is called **adversarial**.

3. How does the Polish civil law system differ from the common law system?

In Poland the civil law system has been **codified** or systematically collected to form a consistent body of legal rules. Thus, it can be said that the rules of the common law system evolved **inductively** from decision to decisions involving similar facts, so that they are firmly grounded upon **the actualities of litigation** and the reality of human

Polish-English

- Ajent** – agent
Akcjonariusz – shareholder
Akt oskarżenia – indictment
Akta sądowe – brief
Akty prawne wykonawcze – subordinate legislation
Anomalia – anomaly
Anomalny – anomalous
Anons – notice
Anulować – quash
Apelacja – appeal
Apelować – appeal
Apolityczny – apolitical
Arbitraż – arbitration
Argument – case
- Bać się** – apprehend
Badawczy – inquisitorial
Beneficjent – beneficiary
Beneficjent majątku z testamentu – beneficiary
Bezprawny (niezgodny z prawem) – unlawful
Bezzwłocznie – forthwith
Będący w zawieszeniu – dormant
Bluźnierstwo – blasphemy
Błędny – fallacious
- Cichy** – tacit
Cudzołóstwo – adultery
Cywilistyka – civil law
Czyn niedozwolony – tort
Czyn stanowiący przestępstwo – offence
Czynność – action
- Dawać do zrozumienia** – purport
Decyzja (sądu) – ruling, judgment
Delikt – delict, tort
Dochodzić (roszczeń) – enforce
Dochodzić sądownie – sue
Dogodny – fit
- Dokonać** – commit
Dokonać fuzji – fuse
Doniosły – material
Doraźnie – summarily
Doraźny – summary
Dowód – evidence
Droga prawna – litigation
Dwuznaczny – ambiguous, equivocal
Dyrektywy – guidelines
Działanie – action
Dziedzic – heir
Dzierżawa – land tenure, tenure by lease
Dzierżawca – tenant
- Egzekwować** – enforce
- Formalny** – procedural
Formułować – frame
- Głosowanie wyborcze** – suffrage
Grunt – land
Grzywna – fine
Gwałt – rape
- Inscenizacja rozprawy sądowej** – moot
Interes – bargain
Interpretować – construe, expound
- Jasny** – express
Jednogłośny – unanimous
Jednomyślnie – in concert
Jednomyślny – unanimous
- Kadencja** – tenure
Karygodny (zasługujący na karę) – culpable
Kategoryczny – express
Kierować – administer
Kierować się – follow

- Klauzula** – provision
Kodyfikować – codify
Kolegialnie – collegiate
Kompetencje – competence
Końcowy – eventual
Korzyść w naturze – (in) kind
Kradzież – theft
Krajowy – domestic
Kroki prawne – proceeding
Krzywda – mischief
Krzywdzący – detriment
Krzywdzący (wyrządzający krzywdę) – prejudicial
Kwestia – issue

Legalny – lawful, licit
Lekceważący – negligent
Lojalny – law-abiding

Ława przysięgłych – jury
Łączyć – amalgamate
Łączyć się – fuse

Majątek powierniczy – trust
Mandat (nakaz karny, nakaz zapłacenia grzywny) – fine
Mandat (pełnomocnictwo) – mandate
Materiał dowodowy – evidence
Milczący – tacit

Na podstawie – on the ground
Nabywca spadku – beneficiary
Nadać – grant
Nadużycie – abuse
Nadużywać – abuse
Najemca – tenant
Nakaz – mandate, writ
Nakaz sądowy – injunction
Należeć – adhere to
Nałożyć karę pieniężną – fine
Napadać – assault
Napaść – assault
Naprawiać (krzywdę) – redress
Naruszać (przepisy) – contravene
Naruszenie – infringement

Naruszenie porządku – nuisance
Naruszenie prawa – delict
Następca – heir
Następować – ensue
Natychmiast – forthwith
Nieaktywny – dormant
Nieczynny – dormant
Niedbały – negligent
Niefachowy – lay
Niejasny – ambiguous
Nienormalny – anomalous
Nieprawidłowość – anomaly
Nieprawidłowy – anomalous
Nieumyślne spowodowanie śmierci – manslaughter
Nieważny – void
Niewierność małżeńska – adultery
Niewykonanie – backlog
Nowelizować – amend

Obawiać się – apprehend
Obciążać – charge
Oblat – offeree
Obowiązywać – bind
Obraza – infringement
Obstawać – adhere to
Obwieszczenie – notice
Obwiniać – accuse, charge
Obwinienie – charge
Obwiniony – the accused
Obywatel – national, subject
Odbierać (własność) – recover
Oddać – dismiss
Odeśłać do aresztu – remand in custody
Odosobniony – discrete
Odpowiedni – fit
Odpowiedzialność – liability
Odpowiedzialny – accountable, liable
Odrębny – discrete
Odróżniać – distinguish
Odrzucać – dismiss
Odrzucać (decyzję, postanowienia) – overrule
Odszkodowanie – damages
Odrować (odnieść się) – appeal

Workbook

FROM THE LAW OF CONTRACT

EXERCISE ONE

Read the following sentences or short texts and put a preposition in each space.

Introduction

1. A contract may be defined as an agreement between two or more parties that is binding law. This means that the agreement generates rights and obligations that may be enforced the courts. The normal method of enforcement is an action..... damages breach of contract, though in some cases the court may compel performance by the parties default.
2. The traditional classification of contracts is contracts deed and simple contracts.
3. Contracts by deed are of ancient origin and derive their validity the form in which they are made. They must be writing and must be signed, witnessed and delivered. Promises made by deed do not need to be supported consideration in order to be enforceable.
4. All other contracts may be classified as simple (or “parol”) contracts, whether they are made writing, orally or conduct.
5. In bilateral contracts a promise by one party is exchanged a promise by the other.
6. In unilateral contracts one party promises to do something return an act of the other party, as opposed to a promise, e. g. where A promises a reward anyone who will find his lost wallet.
7. There are three basic elements the formation of valid simple contracts. First, the parties must have reached agreement; secondly they must intend to be legally bound; and thirdly, both parties must have provided valuable consideration.
8. The parties must have legal capacity to contract and, in some cases, there must be compliance certain formalities.
9. A contract consists various terms, both express and implied. A term may be inserted a contract to exclude or restrict one party’s liability.

10. A contract may be invalidated by a mistake, or by illegality, and where the contract has been induced by misrepresentation, duress or undue influence, the innocent party may have the right to set it
11. As a general rule, third parties have no rights a contract.

Offer and acceptance

1. An offer may be defined as a statement of willingness to contract specific terms made the intention that, if accepted, it shall become a binding contract. An offer may be express or implied conduct.
2. A genuine offer must be distinguished "an invitation to treat", i. e. where a party is merely inviting offers, which he is then free to accept or reject.
3. Advertisements of goods sale are normally construed as invitations to treat.
4. The courts have held that an invitation to tender will not normally amount an offer to contract the party submitting the most favourable tender.
5. In an auction, the auctioneer's request bids is an invitation to treat and each bid is an offer.
6. Section 57 (2) of the Sale of Goods Act states, "a sale by auction is complete when the auctioneer announces its completion the fall of the hammer, or in other customary manner".
7. the law of contract, shops are not bound to sell goods the price indicated and the customer cannot demand to buy a particular item display.
8. In transactions involving land, it is sometimes more difficult to distinguish an offer from what are merely steps negotiation.
9. A council, pursuance of a policy of selling council houses, wrote to a tenant, stating that they "may be prepared to sell the house" to him a stated price.
10. The tenant submitted a formal application but the transaction was broken that point by a change of a council's policy.
11. Acceptance may be defined as an unconditional assent, communicated by the offeree the offeror, all the terms of the offer, made the intention of accepting. Whether an acceptance has fact occurred is ascertained the behaviour of the parties, including any correspondence that has passed them.
12. A contract will not be binding unless the parties have expressed themselves reasonable certainty.
13. The introduction of new terms is referred to as a "counter-offer" and its effect law is to bring an end the original offer.
14. It was held there was no contract; the counter-offer of £ 950 had impliedly rejected the original offer which was no longer capable acceptance.
15. An invitation to tender is usually, but not invariably, an invitation to treat. Where this is the case, the tender constitutes an offer; however, the "acceptance" of a tender does not always result a contract.