

acts, subjects, the phenomena is not identical to each subject and that it, besides, changes in social time and social space. Hence, valuable concreteness objectively has hierarchy, and this hierarchy is obligatory for a corresponding way of existence of the public subject. The legal norms fixed in the system of the state regulatory legal acts, reflect a subordination of various values, fix distinctions concerning their level, characterize them, so to say, the equivalence - how it is imagined first of all by that part of a society which "owns" the state. Thanks to it such norms are used for ranging, comparing values which gets essential value for a choice and decision-making in (self-management) managerial process of human behavior.

Such role of the objective legal right gets the raised importance volume because it formalizes corresponding hierarchy of values, provides its general compulsion.

Thirdly, protective value of the objective legal right consists of the regulation of actions on protection, protecting values, and in case of their damage, destruction establishes an order of their "repair", restoration. Therefore any infringement of legal norm «thanks to value which it is protected, operates on a society directly and very aloud».

Hence, the right on the initial essence is the form created by people that logically and historically is intended to be the institute, called to streamline freedom of the person, to give definiteness and security to the person, and accordingly - the human maintenance, truly human value. The right is not only the simple general scale or equal measure; first of all it is freedom of individuals. Free individuals are an essence and the right maintenance. So, if the free individuality is denied, the person, legal value of the physical person, cannot exist and there cannot be any right, really legal individuals and other legal subjects, really legal laws and legal relations and a society as a whole. Hence, the right has as the fundamental character for the society, as freedom which accepts various forms.

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EVIDENCE IN CRIMINAL PROCEEDING

Evidence in the theory and practice of the criminal proceeding is the main principles of the methodological foundations of the theory of methods of collection, presentation, research, and use them to investigate crimes and fighting crime.

The law of evidence governs the use of testimony (e.g., oral or written statements, such as an affidavit) and exhibits (e.g., physical objects) or other documentary material which is admissible (i.e., allowed to be considered by the trier of fact, such as jury) in a criminal proceeding.

The key to any successful criminal investigation and prosecution is the quality of evidence obtained at the crime scene. The more evidence collected, the greater the likelihood of a conviction. Crime scene investigators are highly skilled in the investigation and collection of evidence, and they often have to be on the lookout for numerous types of evidence. Here are some of the basic evidence types found at a crime scene. Sources of evidence: material evidence, testimonial, documents, conclusion of expert.

Material evidence is divided into 3 groups: Physical Evidence, Trace Evidence, Drug and Money Evidence.

Physical evidence is one of the most common types of evidence found at a crime scene. Physical evidence consists of the actual physical objects found at the scene. This can mean large items such as damaged cars, broken glass or smashed doors. It also includes items that are minuscule in size, such as hair or clothing fibers. An investigator may also collect weapons such as knives or guns, or fired bullets and spent casings. Depending on the scene, physical impressions may also be found, including tire tracks or footprints. A suspected burglary may lead the investigator to look for tool marks on the doors or windows. Finally, physical evidence also includes fingerprints and lipstick impressions left on glasses or cigarettes. If it can be touched, picked up or moved it constitutes physical evidence.

Trace evidence is a subset of physical evidence consisting of evidence so small it may not be readily apparent but is still found in a sufficient quantity to be measured. Often a microscope or ultraviolet light may be needed to see the trace evidence. Trace evidence can consist of trace amounts of blood found on a wall or on a knife blade. It may also include wood splinters from a bullet hole, or minute amounts of dirt on a pair of shoes.

While drug evidence is technically physical evidence, it is usually classified by itself. Drug evidence consists of any legal or illegal substance controlled by law. The evidence may consist of large quantities of the drug, or trace amounts such as powder on a spoon or resin in a pipe. It also includes evidence of the use, ingestion, manufacture or distribution of controlled substances. Consequently, syringes, scales, pipes and plastic bags are considered drug evidence if they appear to have been used to ingest, manufacture or distribute drugs.

Criminal cases can include direct evidence, such as testimony from an eyewitness and circumstantial evidence, which consists of indirect facts. In the criminal proceeding law there is another classification of evidence.

Primary evidence is an authentic document or item that is offered as proof in a lawsuit, as contrasted with a copy of, or substitute for, the original. Primary evidence, generally termed "best evidence".

Secondary evidence a photocopy of an original document and a model of a crime scene are examples of secondary evidence.

Real evidence is a thing. Its existence or characteristics are considered relevant and material to an issue in a trial. Real evidence must be relevant, material, and competent before a judge will permit its use in a trial.

Evidence is considered "demonstrative" if it demonstrates or illustrates the testimony of a witness. Maps, diagrams of a crime scene, charts and graphs that illustrate profits and losses are examples of demonstrative evidence.

Evidence plays a major role in criminal cases. Without sufficient evidence, a criminal case can get dismissed.

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REMEDIES UNDER AMERICAN CONTRACT LAW

The role of civil contract in universal economic stability could hardly be underestimated. Due contracting furthers world turnover in general, and facilitates private commerce particularly. Proper execution of the agreement is vital for achieving its positive goals resulted whether in material or nonmaterial values. Unfortunately, contractual discipline is frequently broken.

A contract creates obligations enforceable by law, its breach by one of the parties entitles the other to commence suit to enforce it (excluded cases of non-judicial enforcement). As the realm of my scientific interest are remedies in contract law, this thesis will regard only remedies for breach of a contract presupposing that a valid and enforceable agreement has been entered into and that one of the parties have materially breached it. Thus, the redressing of avoidance connected with duress, fraud and mistakes are not covered further.

Under American contract law once the initial issues concerning the formation and breach of a contract have been disposed of and it is

established that the plaintiff does have a claim against the defendant, the remedial points should be applied.

A valid and enforceable contract justifies a future expectation by both parties. If one of them fails to perform, thereby breaching the contract, the expectation of the other is disappointed. Therefore, the fundamental goal of the remedy for the breach is to cure that disappointment by giving the victim of the breach exactly what was promised and justifiably expected under the contract which is the beacon that guides contract remedies. This aim of damage applies both at the common law and under the Uniform Commercial Code (hereinafter referred to as the UCC), §1.106.

The most direct and accurate way of enforcing the plaintiff's reasonable expectation under the contract would be for the court to grant an order of specific performance of the contract – an order to a defendant requiring him to perform as promised. But American contract law prefers money equivalent of expectation over the real thing which partly grounds on practicality and policy (mostly on the reasons of efficiency) and partly in traditional dichotomy between law and equity (traditionally the award of money damages was a remedy that could be granted by courts of law, whereas specific performance was granted only by courts of equity).

It is very important to keep in mind a number of specific rules of expectation relief. First, that the achievement of the plaintiff's expectation is an aspiration seldom precisely realized – so the best a court can do is to try to determine, as closely as possible, what monetary award will approximate the result. Second, it is implicit in the principle that contract law compensates only for economic injury. Third, a contractual promise is a commitment either to perform or to pay compensation for not doing so (the moral dimension of contract remedies). Finally, the concept of efficient breach is very significant (a breach of a contract is said to be efficient if the defendant's cost to perform would exceed the benefit that performance would give to both parties).

Moreover, to apply the most common remedy – the expectation recovery, the limitations on it should be taken into account. Although called limitations, they are not, but are simply an expression of principle inherent in the goal of compensating for the loss of reasonable expectation. They represent the following specific values and practical consideration: foreseeability (the extent and scope of damages should be reasonably contemplated by the parties at the time of contracting); mitigation (the plaintiff should not unreasonably or dishonestly worsen the loss following breach); causation (the plaintiff can claim only those damages caused by the breach); reasonable certainty (the victim should provide adequate evidence of monetary extent of the loss) and; unfair forfeiture (courts exercise a general discretion to temper the enforcement of contract rights if