



Interpretation of Events as a Legal Fact

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Abstract

In this article, the author discusses legal events and their content in civil law, which are one of the types of classification of legal facts according to the will of the parties, and their content in civil law. According to the author, events are always characterized by the fact that they occur against a person's will and are a legal fact only when they have a legal consequence, and in this regard, a particular event can be assessed as a legal fact.

Keywords: *Facts; Legal Facts; Legal Rules; Legal Consequence; Classification; "Will"; Civil Law; Events*

Introduction

The theory of legal facts cannot be called in one of the new law, because roots reach back to the history of Roman law. However, the jurists of that period failed to form the general understanding of the legal facts, as we know that this "merit" has been given to V. Savigny. As in his time, a German lawyer, A. Manyhk, once said that A.B. Savigny, working on a reinterpretation of Roman law and its systematic exposition, for the first time said that the events that cause the occurrence or termination of relationship should be called legal facts [1].

In the scientific environment, there are many different views on the problems of the category mentioned earlier. In other words, every lawyer in his own way represents the essence of a legal fact. Such a variety of doctrinal judgments is caused by the absence of legislative enforceability of the concept. Therefore, it is rather difficult to single out a general judgment about a legal fact. Nevertheless, in science there is a classic view of the problem. According to him, the legal facts are life circumstances that affect the appearance, termination or change of legal relations. In addition, such moments of reality bear certain legal consequences. In a simpler language, the legal fact is the starting point of the law. With the onset of a certain fact, the legal industry begins to act fully.

A legal fact, according to its basis, is divided into events and actions as a result of "will" or as a consequence of reality beyond it. In this case, the legal fact may arise due to circumstances beyond the

control of the will of individuals, or may arise directly from the will of individuals. If a legal fact arises as a result of circumstances beyond the control of individuals, such cases are called legal events. These include natural disaster, technogenic catastrophes and so on. Therefore, according to E. V. Vaskova, legal facts are the circumstances that lead to changes in the law, that is, the occurrence of the interested person (for example, the contract) or independently of their will (for example, the expiration of the term) [2].

The principle of “will” is the main rule in the classification of legal facts in traditional civil system, because it is on the basis of this principle that legal facts are divided into legal events and actions.

Various events that do not depend on human will, including everyday realities - the birth and death of a person, changes in the riverbed, snowstorms and floods - are all phenomena. Unlike all legal actions involving human will, domestic events represent real-life realities and occur outside the will of man, which serves to define their essence as “legal facts” [3].

As with any life situation, events can also be considered a legal fact (legal events) if they result in a legal consequence. This occurs when the rule of law for an abstract model of an event determines that it has a legal effect.

In this case, as a rule, the legal fact itself does not create a legal consequence, but in order for a legal consequence to occur, legal events must collide with another life situation - legal actions. In other words, usually the legal consequences arise from the legal content that covers the legal events and legal actions. For example, a flood swept away a warehouse where wood cutting equipment was stored. These goods were dumped by the water on a plot of land in the lower reaches of the river, and as a result the owner of that plot of land acquired these items after a specified period of time as ownerless property and became their owner. Apparently, in this case, the flood, which destroyed the warehouse and turned the items in it into someone else’s property, is a legal phenomenon in this case and contributes to the emergence of property rights.

However, this does not mean that legal actions are not independent facts (legal facts consisting of legal components). Legal events can independently create legal consequences, as exemplified by the inability to perform an obligation under the influence of force majeure (Article 349, Part 1 of the Civil Code). That is, if a situation in which neither of the parties is responsible - the impossibility of performance of the obligation due to legal events, it, that is, the legal relationship is terminated.

It should be noted that the category of invincible force has a special place in civil law and requires constant analysis and study. A number of views have been put forward in the legal literature on cases of force majeure or force majeure. In particular, in the opinion of I.B. Zakirov, in theory and practice, the circumstances that lead to the release of the debtor from liability for non-performance or improper performance of the obligation are called “force majeure”. In French law, the term encompasses the concepts of “invincible force” and “coincidence”.

At present, there is no single opinion in the legal literature on the objective and subjective nature of events involving force majeure. Authors who recognize the objective nature of irreversible power and do not recognize its subjective nature include natural disasters - earthquakes, hurricanes, fires, etc., social events - wars, revolutions, uprisings, as well as government documents, such as export or import bans, excluding the performance of the obligation in general, which is an external force on the debtor, and does not depend on the will of the debtor or any other person in his place [4].

N.H. Egamberdieva believes that overcoming irreversible force is not necessarily impossible, it can be relative, for example, the elimination of this force can cause the debtor a great deal of damage [5, 101].

According to some experts, force majeure refers to natural phenomena, such as earthquakes, floods, fires, and so on. The impediment to the prosecution of such events as an invincible force is characterized by their real existence in the relevant situation. According to some scientists, an insurmountable force is not only a natural phenomenon, but also various riots, civil wars and strikes [6].

According to N.F. Imomov, in a word, an emergency is an insurmountable force that disrupts normal social relations in the relevant area, disrupts the normal functioning of transport, communications and government agencies, and therefore hinders the protection of the rights of the offender, are the realities that make up. For example, if a flood in a certain area disrupts normal social life, the movement of vehicles, the suspension of government agencies, the declaration of a state of emergency in the area limits the ability to exercise civil rights and duties, it is impossible to defend their violated rights in court [7].

According to Y.S. Kanyazov, an emergency means that the obligor does not know in advance that such conditions will occur, because they cannot be known in advance, they will happen unexpectedly. The inevitability of a situation is that the situation occurs (or does not occur) against the will of the parties to the obligation in the first place. In practice, the parties refer to force majeure as war, earthquake, flood, casualties, fires, catastrophes, dangerous natural disasters, government decisions, etc. It should be noted that a situation that is both urgent and insurmountable is recognized as force majeure [8].

It is understood from Part 3 of Article 333 of the Civil Code that force majeure refers to force majeure, that is, emergencies and circumstances that cannot be prevented under certain circumstances. It should be noted that this is the case in a number of foreign laws. In particular, Article 401, Part 3 of the Civil Code of the Russian Federation also defines the concept of emergencies and unavoidable situations as force majeure.

- a) declared and undeclared wars, including civil wars, riots, revolutions, piracy, sabotage;
- b) disturbances and other natural disasters as a result of storms, hurricanes, earthquakes, floods, lightning strikes;
- c) failure (damage) of machines and equipment, factories and other types of devices and equipment in the aftermath of explosions, fires;
- g) boycotts, strikes, various types of lockouts, slow work (as a protest against the employer), occupation of factories and buildings and suspension of work at the enterprise of the party claiming exemption from liability;
- d) legal or illegal actions of the authorities (if the party claiming to be released from liability has not assumed the risk of consequences of such actions under the contract). This rule is especially important for foreign economic transactions. Obstacles to obtaining and registering various permits, licenses, entry and exit visas by the relevant agencies and officials of the state under such agreements, will not be considered as force majeure [9; 10].

In British and U.S. law, force majeure used as “frustration”, and often this futility means force majeure emergencies.

Article 1148 of the French Civil Code stipulates that “if the debtor fails to pay what he owes or is obliged to do, or commits a prohibited act, he shall be released from the obligation to compensate the damage caused”.

The category of invincible force is defined in the current Civil Code not only as an event, but also as a combination of action and event. That is, the category of invincible power today is not limited to the scope of legal phenomena.

Comparing the action of force majeure with the current situation (Article 333 of the Civil Code), experts say that their similarity is determined by the fact that these cases are outside the action of counterparties, and the differences do not allow the parties to fulfill their obligations in full or in part, as well as it is determined to be economically viable for one party [5, 110].

In general, a situation defined as a force majeure event is economically beneficial to the other party, although it excludes the possibility of performing the obligations, and characterized by the exclusion of liability. The significance of force majeure cases as a legal fact is determined by the fact that they lead to the creation, modification and termination of civil law relations. This is because with the occurrence of an insurmountable force event, the existing contractual relationship may change or be terminated.

Of course, legal phenomena usually understood as natural phenomena, but they are so diverse and diverse that this is a serious obstacle to their systematization and classification. There are several traditional classifications of events in the legal literature that need to be addressed in the context of this study.

First of all, legal events are divided into unique (e.g., solar eclipse) and periodic (e.g., rain, snowfall) events according to the criterion of recurrence. Based on the criterion of manifestation in time, it is divided into one-time (event) and continuous (events, processes) legal events. In addition, legal events divide into recurring and non-recurring types according to the nature of the outcome.

The most common classification of legal phenomena is the criterion of relevance to human activity, according to which legal facts are absolute (independent of human activity and occur outside it) and relative (occurring in connection with human activity, but not dependent on self-generated causes, i.e. events that have consequences beyond their control).

In conclusion, events always characterize by the fact that they occur against the will of the person and are considered a legal fact only when they have a legal consequence, and from this point of view, a particular event can be assessed as a legal fact.

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