University Of Sétif 2

Faculty Of Law & Political Science

Department Of Law.

Lectures In Legal English terminology.

Directed to second-year law students.

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Introduction.

Terminology is considered one of the most important branches of science, as it depends on examining the relationships that link it with a group of sciences that intersect with it in its practical applications, such as lexicography, translation, language education, and linguistic sociology. This science can be defined as a set of rules for studying and using terminology, Classification and definition.

The same applies to the field of law, as it is based on a set of terms that define it from other specializations. This is because the researcher's sound legal structure, whether they are students, professors, or practitioners in various branches of law, has a good and abundant legal linguistic balance, which enables them to practice the various tasks assigned to them. According to the target segment, away from confusion and ambiguity in their various research or legal practices.

The importance of the legal terminology course lies in its explanatory role in controlling concepts and consequently their legal effects, especially since law is considered the language of terminology and not the language of synonyms, due to the accuracy and specificity of its concepts, and that the word in the field of law results in an integrated legal system.

These lessons target second-year students of Common Core Laws, given the importance and sensitivity of this stage in teaching the student what he needs from the common core legal sciences, in preparation for him to specialize in the subsequent stages of his legal studies, as well as enriching the legal linguistic stock with the aim of achieving cumulative knowledge, which is considered One of the most important foundations on which the jurist in general is based.

Accordingly, the importance of the legal terminology scale is:

- the student's knowledge of the most important legal terms relevant to the current academic stage.
- Bringing the law student to the level of understanding the meaning based on the term.

- Gaining the ability to understand and interpret the legal material presented to him.
- Enriching the student’s linguistic balance.
- In the long term, the student will be able to conduct academic research in English and thus have the opportunity to access different sources of information.

first lecturer: General introduction to law.

Legal rules appeared when man began to live in society which varies from one county to another, and which is same in namely – the law science.

The purpose of law aims at organizing the individuals in the society. And the welfare of the community as a whole, it protects also the liberties and private interest of individuals. So as to live all in peace on these societies.

1) **Definition of Law:**

The term "Law" means a body of general rules that govern the behavior of individuals in society and which persons must obey, even by force, if need be.

Law is an insturment wich regulates human conduct/behavior, law means justice, morality, reason, order and righteous from the point of view of the society.

Law means statues acts, rules regulations, orders, and ordinances from point of view of ligislature.

2) **Definition of legle rule:**

Legale rule is a rule of conduct, a legal norm, having a general, abstract and compulsory character, a social purpose, and wich indicates what should be done in a given situation. Its source may be law or costom.

The roles of law is applied and sanctioned by the public authorities, al the legal rules constitute positive law, and this definition indicates the essential of the characteristics of legal rules:

1- **The legal rules are general and abstract :**The legal rules is applied to every person it may be applied to a category of persons or to a single person. Like: (The employee, lawyers, Judges, Merchants) (Organizes the powers of the presidents of the state) It is general in space and permanent in time. It realizes equity among citizens.
2- **The legal rules are social:** The legal rules exist only in the human beings, who live in a community and the relationships between the persons in this community.

3- **Legal rules govern the conduct of individuals in the society:** The legal rules govern the conduct of individuals through the state, or the relationships of the authorities of the state, and law organizes social of the behavior which takes place in the form of external action.

4- **The legal rules are compulsory and are Accompanied by sanction:** The persons who violate the law the public authority imposed sanction upon them, And the sanction are different from the point of nature and force, The sorts of sanction are: Penal sanction ,Civil sanction and Administrative sanction.

Second lecture :Classification of the law.

Legal rules are classified into public law and private law. Moreover the most usual used in all over the world and algeria.

This classification depends on the existence or non existence of the state as a party in the legal relationships that govern by these rules.

1) **Public Law:** Is a body of rules that govern the relationships which the state is considered as a party that processes authority and sovereignty. And The branches of public law are :

1- **Public international law** : The public international law is a body of legal rules that organize the relationships among states and determine the rights and duties of each at times of peace or of war.

2- **Constitutional law :** Is a body of legal rules that determine regime of the state. (Its public authorities /The competence of each/ The relationships among these authorities and The relationships between these authorities and individuals).

3- **Administrative law :** Administrative law is a body of legal rules that concerned with the constitution and relations of those members of the executive which are charged with the care of those public interests which are the object of public administration and the relation of the administrative.

4- **Financial law :** Is a body of legal rules that govern public funds of the state its various revenues, such as taxes, dues, and loans, and the ways of collecting any spending such funds.

5- **Penal law or criminal law :** Is a body of legal rules that determine crimes and types of punishment.
6- **The law of criminal procedures :** It is a group of legal rules that indicate the procedures that must be taken from the time of the commitment of a crime till the time of inflicting punishment on the wrong-doe

2) **Private law** : is a body of legal rules that govern the relationships among the individuals in general or between individuals on one hand and the state as an ordinary person doing ordinary acts. And not as possessor of sovereignty and authority on the other hand. And The branches of private law are the following:

1- **Civil law :** Is a body of legal rules that organize the relationships among individuals except the relationships organized by other branches of private law.
2- **Commercial law :** Is a body of legal rules that organize the relationships arising from commercial acts.
3- **Maritime law :** Is a body of legal rules that organize the special relationships which arise from sea navigation.
4- **Air law :** Is a body of legal rules which govern and settle all matters arising from, or relating to civil aviation.
5- **Labor law :** Is a body of legal rules that organize the relationships which arise between the laborers and the employers.
6- **The law of civil procedures** : Is a body of legal rules that determine the procedures that must be taken in civil courts to protect the rights if they are subject to disputes.
7- **Private international law :** Is a body of legal rules which organizes the relationships among individuals bearing of foreign elements.

third lecture: Sources of law.

The sources of law means The bodies of rules or principles according to which a judge is bound to decide cases, Either material or formal sources.

1) **Material sources are**: (Those from which the substance of law is drived). These sources are numerous such as: 1- Social. 2- Natural. 3- Geographical. 4- Political. 5- Religious facts. 6- Traditions of the nation.

2) **Formal sources are:** Which the legal rules derive their obligatory force they are:

1- **Legislation:** Is the formulations of legal rules by a competent authority according to determined procedures in the state. Legislation is the principal source of modern law.

The judge has to resort to it to settle disputes unless he can not find a provision in the original sources, Legislation plays a very important part in law-making at the present day.

2- **Islamic law :** is considered as a principal formal source with respect to personal status, all matters that came under the title (personal status) are subject to the application of religious rules of various sects. Islamic sharia is considered as a source of law by the Algerian law maker.
3- **Custom:** Is collective habit or usage that has become constant and it is considered obligatory by the public. **Or** Is a usage or practice of the people which by common adoption.

And acquiescence and by long unvarying habit has become compulsory and has acquired the force of a law with respect to the place and subject matter to which it relates

4- **Rules of equity (Equity denotes) :** It means The spirit and habit of fairness, Justness and right dealings, Which regulate the inter course of man with man.
5- **Jurisprudence:** The legal opinion given by jurists and all authors who are interested in law. The legal opinion the works of such jurists as professors or lawyers. The court and the judge may refer to it for guidance only. And it is not a formal source.

3) **The legal sources of Algerian law.**

Article 1 of the Civil Code stipulates:" Legislative texts apply to all issues that these texts address in their wording or content.

If there is no legislative text, the judge will rule in accordance with the principles of Islamic Sharia, and if there is none, then in accordance with custom.

and if it does not exist, then according to the principles of natural law and the rules of justice."

So According to the Article above ,the legal sources of Algerian law in order, are as follows: ; legislation, sharia (Islamic law), custom and natural law and rules of equity.

Fourth lecture:The contract.

According to the civil code The sources of obligation are: The contract, Unilateral disposition, The injurious act (illicit acts), Quasi-contract ,The law.

1) Definition of the contract:

A contract is an agreement between two or more people to produce a specific legal effect.

According to (Article 54) of Algerian civil code the contract is :" An agreement by which one or more persons bind themselves in favor of one or more person to give, to do, or not to do something**".**

2) The elements of contract:

This element must be available and if one of these elements is not available the contract will be absolutely void.

Here, a distinction must be made between a contract that is absolutely void and voidable, because the first fails to fulfill a basic condition for its existence (the pillar), while the second arises from a legal standpoint, but has a defect that makes it voidable (for example: the lack of legal capacity/ the presence of a defect in the will)

1- The consent of the parties.

The contract shall be made as soon as the offer is joined with acceptance subject to the condition which the law in addition prescribes.

The expression of the will is done verbally, in writing, or by a gesture commonly used by custom, and it is also done by taking a position that leaves no doubt as to its indication of the intention of its owner.

The expression of will may be implicit if the law does not stipulate or the two parties agree that it should be explicit.

2- The Legal capacity(Eligibility).

International legislation including Arab legislation, differed in determining the time frame for eligibility.

As for the Algerian legislator, he also distinguished between the stages of eligibility and defined them in accordance with the text of Articles 40, 42, and 43 of the Civil Code.

Referring to Article 25 of it, which states: “The human personality begins with the completion of his birth alive and ends Upon his death, the fetus enjoys the rights determined by law, provided that it is born alive.

Therefore, the issue of legal capacity relates to legal personality, as every person who has reached the age of majority enjoys his judicial powers and is not deprived of his full capacity to exercise his civil rights, and the age of majority is 19 full years.

Anyone who is incapable of discernment due to young age, dementia, or insanity is not eligible to exercise his civil rights. Anyone who has not reached thirteen years of age is considered incompetent(undistinguished)

Anyone who has reached the age of discernment but has not reached the age of majority, and anyone who has reached the age of majority but is foolish or negligent, shall be lacking legal capacity in accordance with what the law stipulates.

3- The legal object :

The object of the contract is the legal process that the two parties agreed to achieve.

The subject matter of the contract must exist or be capable of existence, be specific, and be legitimate and not contrary to public order and morals.

4- The legal cause :

The reason for the contract is the motive that motivates the contract, The reason for the contract must be present and legitimate and not contrary to public order and public morals.

5- The formality requirement in some contracts :

Consensus is considered the general rule for contracts, but some contracts require that they take a form, in order to be concluded and enforced.

This form is determined by the legislator, meaning that it is imposed by law. In the event of the absence or failure of this form, the Invalidation affects all stages of the contract from conclusion until implementation.

Fifth lecture :Effects of the contract.

A valid contract stipulates obligations on the contracting parties, which must be fulfilled under penalty of forced execution. The obligation of the contract is based on moral, economic, and social foundations.

In addition to the duty to respect the contract that a person makes with himself, the stability of transactions must be guaranteed so that people can be reassured and peace prevail in society.

The contract is considered the law of the contracting parties as one of the principles emanating from the principle of the authority of will, and what it means is that the contracting party is not permitted to revoke or amend the contract on the one hand, and on the other hand the contracting party is obligated to implement this contract.

Article 106 of the Civil Code stipulates: “The contract is the law of the contracting parties and may not be annulled or amended except by agreement of both parties or for reasons determined by law.”

The legislator likened the contract with regard to its binding force towards the contracting parties to the law, as the contracting party cannot free himself from the restrictions of the contract unilaterally, nor can he introduce any amendment to its provisions, regardless of their type or importance.

The contract must be implemented in accordance with what it contains and in good faith. The contract is not limited to obligating the contractor only to do what is stated in it, but it also addresses what is among its requirements in accordance with the law, custom, and justice according to the nature of the obligation.

However, if general exceptional incidents occur that could not have been expected, and their occurrence results in the implementation of the contractual obligation.

and if it does not become impossible, it becomes burdensome for the debtor such that it threatens him with a heavy loss, the judge may, depending on the circumstances and after taking into account the interests of both parties, reduce the burdensome obligation to a reasonable extent, and here the matter relates to the rule commanding.

However, the law sometimes allowed the contractor to revoke or amend the contract without the consent of the other contractor, for example terminating the lease contract Article 469 bis 1 of the Civil Code, terminating the agency Article 587 of the Civil Code.

As for amending the terms of the contract, an example is the work relations between the employer and the workers (for example, working hours).

Since the contract creates obligations that fall on each of its parties, and the binding force of the contract requires that each party implement its contractual obligation, if the contracting party does not perform this implementation in kind and the creditor requests it, the debtor is forced to implement it.

The principle is the specific implementation of the obligation, but if this is not possible and the creditor does not request it and the debtor does not express his willingness to implement it, then the judge has no choice but to award compensation if its conditions are met, which is what is known as contractual responsibility.

1) **Contractual error:** It is represented by the debtor's failure to implement his contractual obligation or delay in implementing it, whether intentionally or negligently on the part of the debtor.
2) **Harm**: It is the harm that befalls a person as a result of compromising his legitimate interest or one of his rights, whether that interest is material or moral.
3) **The causal relationship between the error and the damage**: The error occurred is the cause of the resulting damage, and the creditor has the burden of proving that.

Sixth lecture :The nullity theory

nullity is the penalty resulting from a contract that did not complete its elements or did not meet its conditions.

1) **nullity occurs.**

invalid contract is absolutely invalid and non-existent, and therefore there is no need for the judge to intervene to confirm the invalidity for it.

As for the voidable contract, it is valid unless it is decided to invalidate it by agreement or judgment, and here the invalidity is determined by the intervention of the judiciary.

As for the right to claim invalidation, if the law has permitted every interested party to claim invalidation, then the right of invalidation is limited to the contracting party in whose interest this right has been decided.

2) **The right to claim invalidity.**

Article 102 of the Civil Code stipulates: "If the contract is absolutely invalid, every interested party may cling to this invalidity, and the court may rule on it on its own initiative, and invalidation is not permitted by authorization."

As for the voidable contract, Article 99 of the Civil Code stipulates: "If the law grants one of the contracting parties the right to void the contract, the other contracting party has no right to insist on this right."

3) **Expiry of the right of annulment.**

Both an absolutely void contract and a voidable contract are subject to different provisions with regard to the issue of the expiration of the right to avoidance.

1- The invalidation suit falls.

An invalid contract is absolutely invalid and cannot be corrected by approval, nor does it become valid with the passage of time, because the contract is void from a legal standpoint because it did not fulfill its elements.

if the invalid contract has been concluded, it becomes absolutely void 15 years, so the claim of invalidity cannot be upheld because it has expired due to the statute of limitations, and this does not mean that the contract has become valid, but rather it remains invalid.

However, it remains for every interested party to insist on the invalidity of the contract by defending it instead of the main lawsuit.

2- the voidable contract.

As for the voidable contract the expiration of the right to void it is removed by approval, and is extinguished by statute of limitations as a general rule.

- **Approval .**

Article 100 of the Civil Code addressed it: “The right to annul the contract is replaced by express or implicit permission, and the permission is based on the date on which the contract was concluded, without prejudice to the rights of others.

Approval is defined as the contractor’s waiver of his right to request annulment of the contract, and it is a unilateral legal act.

If it is done correctly, it results in the contract being stable and no longer in danger of being dissolved, thus all its legal effects are settled.

- **Prescription .**

Article 101 of the Civil Code stipulates: “The right to void the contract shall be forfeited if the owner does not claim it within 5 years.”

This period begins to run in the case of lack of capacity from the day on which this reason ceases, in the case of error or fraud from the day on which it is discovered, and in the case of coercion from the day it ceases. However, it is not permissible to invoke the right of annulment due to error, fraud or coercion if 10 years have passed. From the time of concluding the contract."

Seventh lecture :Delegate system in contracting.

In addition to the normal method through which the consent element is achieved in a contract, there are some special forms, through which the will is expressed by a person other than the one in whose name the contract is being concluded, which is called the representation system in contracting.

1) Définition:

Legal representation is defined as the replacement of the will of the representative by the will of the principal in concluding a legal act, as the effects of this act return to the principal person and not to the representative person, And This is what is stated in the provisions of the Algerian civil codification in Articles 73 to 77.

2) Conditions for legal representation:

Article 73 of the Civil Code stipulates: “If the contract is concluded by representation, the representative person, not the original person, is the subject of consideration when examining the defects of consent, or in the event of knowledge of some special circumstances or the inevitable assumption of knowledge of them.”

Therefore, the terms of the representation in contracting are:

- The will of the representative replaces the will of the principal.
- Commitment to the limits of the prosecution.
- Directing the act in the name and for the account of the principal.

3) **representation effects:** The effects of the representation in Algerian legislation are as follows.

1- Legal representation for the original person (principal):

The purpose of the legal actions created by the will of the parties is to create a legal effect, which is represented by establishing new rights and duties, and the principal is considered a party to the action concluded by the representative in his name and for his account.

As long as the contract was concluded through the representation and that this representative adhered to the limits of his representation and the person dealing with him was aware of them, everything that results from that is added to the financial liability of the principal without the need for his consent or approval.

In this regard, Article 74 of the Civil Code stipulates: "If the representative, within the limits of his representation, concludes a contract in the name of the principal, the rights and obligations arising from this contract shall be added to the principal."

2- The effects of the representation for the representative:

The contract is concluded by the representative, who is responsible for setting the terms and conditions of this legal transaction with the third party contracting with him.

The lesson regarding the validity of consent is the defects in the consent of the representative, and yet he remains a stranger to legal action, and therefore he does not acquire a right over the contracting party nor does he bear any obligation towards him.

3- Effects of the contract on the third party contracting with it (creditor or debtor to the principal):

Although the third party does not directly enter into a contract with the principal, after completing the legal disposition, he becomes a creditor or debtor to the principal, as he has the right to claim the rights he gained from this disposition or is obligated to fulfill his obligation towards this principal.

In this regard, Article 75 of the Civil Code stipulates: "If the contracting party does not announce at the time of concluding the contract that he is contracting in his capacity as a representative, then the effect of the contract is not credited to the principal as a creditor or debtor, unless it

is absolutely assumed that the person with whom the representative contracted knew of the existence of the representation or was It is equal for him to deal with the principal or the representative."

The eighth lecture :Concept of Commercial Law

First, we can say that Commercial Law has to deal with legal relationships between individuals and this is why it is included in Private Law.

1) Definition of commercial law:

Jurisprudence has differed in defining commercial law due to the different trends and theories advocated by each jurist. In general, commercial law is defined as the set of legal rules that apply to business and regulate the craft of trade.

2) Characteristics of commercial law:

The most important characteristics that distinguish commercial law can be summarized as follows:

1- Achieving profit:

Commercial law aims as a main goal at achieving profit, which requires providing legal mechanisms that facilitate speed in dealing.

2- Speed and flexibility in dealing:

This is one of the most important characteristics of commercial law that achieves profits for the merchant, given that the merchant carries out several transactions, including buying, selling, fulfillment, loans, rentals, and rentals. This can only be achieved by liberating these contracts and commercial operations from formal procedures.

3- Trust and credit:

Commercial law is based not only on the pillar of speed, but also on the pillar of credit. The world of commerce is based on the trust that prevails in it, as the wholesaler purchases a large quantity of goods by simply calling or sending a fax to the producer, whether a natural person or a company, and he transfers them in the same way. methods and without providing

compensation at the time, whether to the producer, the seller, or the carrier until it is received.

4- Publicizing commercial activity and merchants:

One of the characteristics of commercial law and the foundations upon which it is based is its resort to registering commercial activity and merchants, in particular by registering in the commercial register so that others can identify the merchant's identity, the nature of his activity, his legal form, his residence, and other information that must be declared. It is submitted to the competent administrative authority, as stipulated in Article 19 of the Algerian Commercial Code.

3) The relationship of commercial law to civil law:

Commercial law, according to the previous definition, is only a branch of private law, like civil law, along with other branches such as labor law and family law. If the civil law basically regulates all relationships between different individuals without distinguishing between the type of behavior or the character of the person performing it, that is, a general law, then the commercial law only regulates certain relationships, which are commercial relationships.

The emergence of this type of legal rules was led by economic conditions and practical necessities that required the submission of a certain group of people, namely merchants, and a certain type of transactions, namely commercial businesses, to a legal regulation distinct from that applied to civil transactions, as civil rules were unable to regulate commercial transactions based on speed. On the one hand, trust and credit on the other. It is noted that civil transactions are always characterized by stability and discretion.

In contrast to this, the commercial environment requires speed and confidence at the same time. The nature of the contracts that are concluded in the field of commerce is completely different from those that are concluded in the civil environment, because the deals concluded by the merchant are not for the purpose of personal use or for the purpose of keeping them, but rather to resell them to make a profit. of price differences.

Moreover, such deals are concluded over and over every day for every trader, and he concludes them in a quick manner. Certain customs and traditions have actually emerged that a group of merchants adhered to in their commercial transactions, different from those rules that regulate civil transactions, and the legislator was forced to codify these commercial customs into groups specific to trade and merchants, and these new rules continued to increase little by little until they became an independent entity.

Ninth lecture :Commercial companies.

The legislator addressed the concept of the company in the text of Article 416 of the Civil Code: "The company is a contract according to which two or more natural or legal persons undertake to contribute to a joint activity, by providing a share of work, money, or cash, with the aim of sharing the profit that may be produced, achieving an economy, or achieving an economic goal." of mutual benefit, and they shall bear the losses that may result from that."

It is clear from the text of this article that the legislator considered the company a "contract," and this concept requires a set of implications for its establishment from a legal standpoint, especially the idea of multiple (two or more), regardless of the nature of the partners, whether they are natural or legal persons (legal).

1) **Distinguishing between a civil company and a commercial company.**

The legislator addressed the types of commercial companies with the text of Article 544 of the Commercial Code: "The commercial character of the company is determined either by its form or its subject matter. Joint liability companies, limited liability companies, limited liability companies, joint stock companies, and simple joint stock companies are considered commercial by virtue of their form, regardless of their subject matter."

It is clear from the text of this article that the legislator has indirectly specified for us the situation in which the company is civil, by specifying the commercial company.

That is, if the company takes one of the forms stipulated in the above article, which it stipulates exclusively, then it is commercial according to the form. However, if the matter is related to the subject, then the company, if its subject is commercial, is commercial, and if its subject is civil, then it is civil.

1- **Companies that are based on personal consideration:**

These are companies in which personal consideration is dominant and the person of the partner is considered and important in the formation of the company. Personal consideration leads to the conclusion of the company contract on the basis of mutual trust between Partners.

It also leads to others dealing with the company on the basis of trust in the partners with their personal qualifications, and this results in the responsibility of these partners in their personal funds for the company's debts, in addition to what they provided in the company, but the degree of trust in the partners' persons varies according to the type of company and the position of the partner in it. And his willingness to bear responsibility with his own money, in addition to what he provided to the company, and from here the types arise Various companies of people.

Personal companies are included in the Algerian Commercial Code in Articles 551 to 563, which are the joint-liability company, the limited partnership, and the joint-venture company.

2- **Companies that are based on financial consideration (Money companies):** Capital companies are those in which financial consideration is the basis of their formation, and they are based on collecting funds, and the responsibility of a partner in them is only to the extent of the shares he owns. Therefore, personal consideration is not important in these companies, and they do not expire as a general rule with the death of one of the other partners.

Financial companies have been classified into four types: limited liability companies, sole proprietorships and limited liability companies joint stock companies limited by shares.

2) **The legal personality of the commercial company.**

A legal personality is defined as a group of persons or funds united to achieve a specific goal. The law recognizes the authority to acquire incentives and obligations. The legislator has stipulated in Article 49 of the BC that companies are considered legal persons: “Legal persons are...civil and commercial companies... ".

In this regard, Article 417 of the Civil Code stipulates that the company acquires legal personality once it is formed. However, this personality cannot be invoked against others except after completing the registration procedures, which constitutes the general rule as it applies to civil companies only.

As for commercial companies, they do not acquire legal personality except from the date of their registration in the commercial register, which is what was established

Article 549 of the Commercial Code: “The company shall not have a legal personality except from the date of its registration in the commercial register.”

Whether it is a civil or commercial company, it maintains its legal personality throughout the life of the company and the duration of the liquidation procedures, which justifies the possibility of it being subject to the bankruptcy system if it stops paying its debts. Article 50 of the Civil Code stipulates the rights that the company enjoys once it acquires legal personality (Financial liability independent of the liabilities of its partners/ Legal capacity/ Legal representative/ Company name and legal address/ Domicile and nationality).

Lecture ten :Merchant

In determining the status of a merchant, the Algerian legislator took the personal criterion, which is based on the person carrying out the trade exclusively, which is what was stipulated in Article 1 of the Commercial Code: “Any natural or legal person who carries out a commercial business and uses it as his usual equipment is considered a merchant, unless the law requires otherwise.”

1) **Conditions for acquiring merchant status.**

In order to acquire the status of a merchant in Algerian legislation, it is necessary to carry out commercial activities in a professional manner, repeatedly, continuously and regularly.

The merchant is also required to practice commercial work for his own account and bear all the risks related to his commercial activity, in addition to the necessity of having legal capacity, taking into account the provisions of rationalization in accordance with the text Article 5 of the Commercial Code.

2) Merchant's obligations.

1- Commercial bookkeeping:

These are the records in which the merchant records all his commercial operations, which show his financial position and the circumstances of his trade, and are considered an accounting document, regulated by the legislator in the texts of Articles 9 to 18 of the Commercial Codification.

The importance of these commercial books is to determine the taxes owed by merchants, provided that they are organized and in good condition. They can also be considered a means of proof in disputes between merchants as well as with those dealing with them.

As for the persons obligated to keep commercial books, they are addressed in Article 9 of the Commercial Codification: Every natural or legal person who has the status of a trader is obliged to keep a daily book in which he records the business operations day by day, or to at least review the results of these operations monthly, provided that in this case he retains all Documents with which these operations can be reviewed daily."

2- Registration in the commercial register:

The commercial registry is a book in which each merchant is unique, whether a natural or legal person, in which the data of these merchants is recorded, as well as their commercial activity under the control and supervision of the state. It is a means of informing others of the merchants' activity and their legal positions.

Registration in the Commercial Register in accordance with the Commercial Law results in acquiring the status of a merchant in accordance with the provisions of Article 21 of the Commercial Codification, and thus the creation of a legal personality for companies, which is stipulated in Article 549 of the Commercial Codification.

The eleventh lecture :The concept of obligation (The difference between natural obligation and civil obligation).

The normal and natural effect of the obligation is implementation, as this implementation may be carried out by the debtor voluntarily and voluntarily, and it may also happen that it is carried out forcefully in the event that he refrains from fulfilling his obligation in the first way.

The debtor's implementation of what he has committed himself to, whether voluntarily or by force. Both of them are considered to be an in-kind implementation of the obligation. In-kind implementation may not be possible, so implementation will be in exchange for compensation, or as it is known as compensation.

This means that the creditor obtains an amount of money that replaces the original performance to compensate him for the damage he suffered. As a result of non-performance, compensation includes the loss incurred by the creditor and the profit he lost.

In this regard, Article 160 of the Civil Code stipulates: "The debtor is obligated to implement what he pledged, but he is not forced to implement it if the obligation is natural."

That is, the legislator has distinguished between two types of obligation, namely natural obligation and civil obligation, and the basic difference between them is due to the legal protection that the obligation enjoys, as civil obligation is considered a complete obligation, while natural obligation is considered an incomplete obligation given the absence of the idea of coercion. legal to implement it.

Article 161 of the Civil Code also stipulates: "In the absence of a stipulation, the judge determines whether there is a natural obligation. In any case, the natural obligation may not violate public order".

Through this article we conclude that natural obligation has two conditions: the first is the existence of a moral duty that rises in the group's consciousness to the point of acknowledging the obligation to fulfill it to satisfy conscience and honor, and the second is that the natural obligation does not conflict with public order.

Lecture Twelve :In-kind implementation of obligation.

1) In-kind implementation conditions.

The implementation of the obligation in kind is the principle, as the debtor is forced, after being notified in accordance with the legal texts, to implement his obligation in kind whenever possible.

If it is impossible for the debtor to implement his obligation in kind, he is sentenced to compensate for the damage resulting from that.

Article 164 of the Civil Code deals with the conditions for in kind implementation according to the following:

1- Excusing the debtor.

An excuse is a warning to the debtor to pay, and it is a necessary procedure in real implementation, because if the debtor does not perform the implementation after the specified deadline, he will not be responsible, because it may be understood from the silence of the creditor that he accepts his debtor's behavior.

2- In-kind implementation should be possible.

The concrete implementation of the obligation must be possible, not impossible, If implementation is impossible due to an error on the part of the debtor, then implementation must be in exchange for a consideration.

However, if the impossibility is due to a foreign cause that the debtor has no hand in, then the obligation in this case is extinguished, and the debtor is not entitled to compensation. This is stipulated in Article 307 of the Civil Code.

3- In-kind implementation should not burden the debtor.

This condition, according to Algerian legislation, is represented in the idea of not arbitrarily exercising the right, in accordance with what is stipulated in Article 124 bis of the Civil Code.

2) **The subject of concrete implementation:**

The subject of the obligation may be in the form of performing an action, abstaining from an action, or giving something.

1- **Creating or transferring the In-kind implementation (obligation to give):**

The matter relates to the establishment or transfer of ownership rights, and the latter is only transferred according to the nature of the thing itself, and things are divided into things specific by type and others specific by nature.

That is, the obligation to transfer ownership or any other real right would transfer, by law, the ownership or In-kind right, if the subject of the obligation is a specific thing owned by the obligor, taking into account the provisions related to real estate advertising. (the specific thing in particular).

However, if the obligation is made to transfer a right in rem over a thing that is not specified except by its type, this right is not transferred except by separating this thing. (The thing designated by type).

2- **Obligation to perform work**:

It is represented by the debtor's obligation to fully perform the work that he pledged to do, for example, such as the obligation to build a wall, deliver something, or build a house.

3- **The obligation to abstain from doing something:**

It is the opposite of the obligation to do something, meaning that in this case the idea of actually implementing it requires not doing it at all. An example of this is the obligation not to divulge a professional secret, the obligation not to unfairly compete.

Lecture thirteen: Implementation of an obligation through compensation.

The implementation of the obligation through compensation is not resorted to except when it is impossible to implement the obligation in

person, which is considered the basis as previously mentioned, and this implementation occurs whether due to complete failure to implement it or due to delay in implementation, which is what is stipulated in Article 176 of the Civil Code.

1) **Cases of resorting to enforcement through compensation:** There are cases in which resorting to enforcement through compensation is inevitable, which can be summarized as follows:
   1- The impossibility of implementation by the debtor's action or error, noting that if the subject of the obligation is an amount of money, then implementing the obligation always remains possible.
   2- If the implementation in kind would burden the debtor.
   3- If specific implementation is not possible or inappropriate unless it is issued by the debtor, and the latter does not do so.
   4- If the creditor requests implementation by way of compensation and the debtor does not refuse it.
2) **Conditions for the creditor's entitlement to compensation:**

The conditions for the creditor's entitlement to compensation are the same as the conditions for civil liability. In addition to the necessity of the error and damage and the causal relationship between them, the condition of a warning must be present, which places the debtor in the position of a negligent person in carrying out his obligation.

3) **Compensation assessment:** Compensation shall be in one of the following three ways:
   1- Judicial compensation.

Since compensation must include every damage suffered by the creditor, that is, it includes the loss suffered by the creditor and the gain he lost, which is what Article 182 of the Civil Code stipulates: "If compensation is not determined in the contract or in the law, then the judge is the one who estimates it." Compensation includes the loss suffered by the creditor and the gain he lost, provided that this is a natural result of failure to fulfill the obligation or delay in fulfilling it. Damage is considered a

natural result if the creditor was not able to avoid it by making a reasonable effort”.

2- Agreementual compensation (penal clause).

Conventional compensation is an agreement in advance between the contracting parties to estimate the compensation that the creditor is entitled to if the debtor breaches his obligation in the future, whether this breach is non-performance or delay in it. Therefore, in order for this agreement to be considered a penal condition, it must be concluded before the breach of obligation, whether it is contained in the contract itself ,Or in a subsequent agreement, but if this agreement is signed after the breach occurs, it represents a reconciliation and is not a penal condition, and one of the most important characteristics of the penal condition is that it is subordinate to the original obligation, and that it is a reserve obligation that is not decided unless the original is implemented, and it is only considered an arbitrary estimate of compensation. This is what Article 183 of the Civil Code stipulates: “The contracting parties may determine in advance the compensation by stipulating it in the contract or in a subsequent agreement”.

3- Legal compensation.

If the subject of the obligation is an amount of money and the debtor delays in fulfilling it, the text of the law specifies the compensation resulting from this delay, and that is in the form of interest, but this type of compensation is not stipulated in the civil code, and what is more, the legislator has prohibited an interest-bearing loan between individuals. It is without compensation, but this does not apply to financial institutions that grant interest-bearing loans on the basis that

Lecture fourteen :The concept of civil and administrative procedures law.

1) Definition.

Procedures mean the external form of the dispute, that is, it is the set of rules that must be followed when resorting to the judiciary.

As for the Civil and Administrative Procedures Law, it is a set of legal rules that regulate the judicial authority, its formation, and determine its

jurisdiction, and outlines the procedures that must be followed when requesting judicial protection. The legal basis is Law No. 08-09 of February 23, 2008, which includes the Civil and Administrative Procedures Law.

2) Content of the Civil and Administrative Procedure Code.

The Civil and Administrative Procedures Law includes a group of topics, which are as follows:

1- Judicial organization rules:

These are the legal rules that define the judicial bodies, so they show the different courts, their composition and grade, between the court of first instance, the court of appeal and the court of cassation, as well as the methods of appointing their members with a statement of their rights and duties, the bodies and persons who can assist the judiciary in performing their duties, Such as lawyers and experts, the Algerian judicial organization includes the regular judicial system and the administrative judicial system.

2- Jurisdiction rules:

They are the set of legal rules that show how disputes are distributed among the various judicial authorities. Each judicial authority determines its share of the disputes that it decides, as this is embodied through the rules of regional jurisdiction and the rules of specific jurisdiction.

3- Rules of litigation procedures:

They are a set of procedural rules that indicate how to resort to the judiciary, how to conduct judicial litigation, investigate and plead in it, issue judicial rulings, methods of appealing them, and other procedural rules.

3) The Lawsuit (a means of protecting the right or legal position).

According to the Algerian legislator, a lawsuit is a claim of a right before the judiciary, which is stipulated in the text of Article 3 of the Codification of Civil and Administrative Procedures: "Every person who claims a right may file a lawsuit before the judiciary to obtain and protect that right," as the lawsuit is characterized by a set of characteristics as follows:

1- **The lawsuit is a right:** because it entitles its owner to resort to the judiciary to obtain legal protection through a judicial ruling.
2- **The right to sue is subject to extinction**: in the event that its owner does not claim it within the time period specified by the law.
3- **The right to the lawsuit is transferable:** Since it is based on the right, the latter is transferable in all aspects of disposal.

Lecture fifteen :Conditions for accepting the legal case.

1) **Interest in the case.**

The principle is that the application of the law in social life is carried out automatically by those to whom it is addressed, and this is what allows every person to enjoy his legally Consecrated right without being subjected to any attack.

However, this is not always the case, as a person may be exposed to an attack on this right, and his need for this is necessary. Status to legal protection.

Interest can be defined as the benefit, advantage, or advantage that a person obtains as a result of a ruling given to him for what he requested.

Accordingly, this interest does not arise except by claiming the existence of the right and the occurrence of an assault on him before the judiciary.

This capacity must also be legitimate, meaning that it is established and protected by the text of the law, which is expressed in Article 13 of the Civil and Administrative Procedures Law: “No person may litigate unless he has an interest recognized by the law.”

The interest must also be present and current, meaning that the harm has actually occurred to the person himself, his money, or another person or money under his guardianship.

2) **The capacity in the case.**

What is meant by this is that the capacity that proves the owner of the right being attacked, and the lawsuit consists of two basic elements, the first is the plaintiff, who is the person who files the lawsuit, and the second is the

defendant, who is the person against whom the lawsuit is filed, and the interest is required to be personal and direct.

3) **The permission.**

Article 13/3 of the Code of Civil and Administrative Procedures stipulates: “...the lack of permission also automatically arises if the law stipulates it.” According to this text, the condition of permission is considered one of the conditions for accepting the case whenever this permission is necessary, and it is a license granted to someone who is not qualified, such that It is granted to him by litigation.

4) **Provide the formal conditions for filing a lawsuit (mandatory data in the petition for opening a lawsuit)**

Article 15 of the Code of Civil and Administrative Procedures stipulates that a set of data must be available in the petition to open the case. These conditions are:

- Determine the judicial authority.
- Appointment of opponents.
- Determine the subject of the judicial request.
- Methods upon which the lawsuit is based.

Lecture sixteen :Judicial decisions.

1) **Definition of judicial decision.**

The judicial decision is the decision issued by the properly constituted court regarding a dispute that was filed in accordance with the correct procedural rules, and represents the final stage in which this dispute is concluded. Thus, the judicial ruling embodies the operative part of the judicial authority in the case before it, whether it is for the benefit of the plaintiff or for the benefit of the defendant.

The issuance of the judicial decision passes through several different stages, after the opponents have exhausted their right to defend themselves through their lawyers, by presenting various arguments and evidence to prove their rights, so that the judge then reaches the stage of closing the

pleading, and thus referring the case to deliberation, and determining the date on which it will take place. Pronunciation of the judicial decision.

2) Division of judicial decisions.

Judicial decisions are divided in terms of their legal authority into the following types:

1- Final decisions and Non-final decisions:

The final decision is the one that resolves the subject of the case or part of it and has the authority of the matter decided. As for the non-final decision, it is the one issued in branching issues, the decision of lack of jurisdiction or invalidation of the judicial claim procedures and does not have the authority of the matter. It is decided.

2- Initial decisions and final decisions:

Initial decisions are those issued by the court of first instance and are subject to appeal before the Judicial Council of Appeal. However, in some cases the court can decide on them initially and finally, meaning that decisions at the level of the court of first instance are not subject to appeal. There is no appeal, but the final decision is the one that does not accept any method of appeal.

3- Decisions in attendance and decisions in absentia:

The decision is made in person if the opponents personally attend the ruling session, or at least represented by their lawyers. As for the decision in absentia, it is the one in which the defendant or his legal representative does not attend despite the validity of his being instructed to attend.

3) Pronunciation of the judicial decision.

The pronouncement of a judicial decision is the recitation of its words or content orally in full, and this is recorded in a special record for this session, as the phrases of this decision must be clear to indicate its content, and it is required that this pronouncement take place in a public session, even if the deliberation takes place in secret, under penalty of invalidity.

It should be noted that the judicial decision may be issued by an individual judge if the judicial authority is the court of first instance, or by a group if the matter involves a decision from various bodies of appeal.

The text of the decision must also be written after it is pronounced, and a number of mandatory statements must be taken into account, and this must be done in accordance with a set of legal controls, covered by Articles 275 and 276 of the Civil and Administrative Procedures Law.

4) Appealing the judicial decision.

Appealing a judicial decision aims to review the latter in terms of the law or in terms of the subject matter or both. Appeal is also considered the legal means of expressing dissatisfaction with the opponent exercising this right protected by legislation, in order to provide sufficient guarantees to the opponents to protect them from possible errors.

The methods of appealing decisions are divided into two parts, the first is the normal appeal methods, which includes appeal and opposition, and the second section includes the cassation appeal, seeking reconsideration, and the objection of third parties outside the dispute, and the difference between them is that the first stops the implementation of the decision if it is exercised or during the deadlines for filing it, and the second does not stop. Implementing the decision during the appeal stage, as a general rule.

Lecture seventeen :The concept of international law.

1) Definition of international law.

The concept of international community is linked to international law, which in turn is defined as a set of customary rules and principles and conventions that regulate the relations of members of the international community, or it is a set of general, abstract, and binding legal rules that regulate the relations of states among themselves, and with all its other persons, such as global and regional international organizations, both general and specialized.

2) The concept of the state.

The state is an international entity based on free will and independence, and enjoys a special organization, as several elements must be present for the establishment of this entity, namely the human element, which means the presence of a group of people, and secondly the organizational element, which means the authority that moves this entity by urging it to make decisions and responsibility, and thirdly. It is the self-interested element and is intended to achieve the collective interest of the individuals belonging to it.

3) Sources of public international law.

Either the sources of public international law are original or alternative, as follows:

1- **The original sources:** They are international agreements, custom, and general principles of law.
   - **International agreements**: They are called treaties, agreements, or charters. They represent an agreement between a group of countries regarding the rights and obligations or the organization of a specific subject within the framework of international relations, governed by public international law, and are in the form of a document written in an official format.
   - **International norms:** It is a set of unwritten rules and provisions that arose through the repeated actions of states over a long period until they became binding on them and with their consent. That is, it is an implicit agreement resulting from realistic practice.
   - **General principles of law**: are the basic rules on which the internal laws of states are based.

2- **alternative sources:** They are represented in judicial rulings, the doctrines of legal scholars, and the principles of justice and fairness.
   - **International Judicial ruling:** Judgments or judicial precedents can be used as a precaution, especially in similar cases.
   - **Jurisprudence of international law:** It includes the ideas and opinions of leading authors in public international law, who analyze the legal rules and clarify their various meanings, and thus facilitate the process of understanding and application in the field of international justice.

- **Principles of justice and fairness**: This relates to the general principles of justice in a particular case, without any change to the applicable law.

Lecture eighteen :The state.

The state is considered a major person of public international law, and an influential actor in the course of international relations, as well as being the first addressee of the rules of international law.

Accordingly, the state is a group of people who live permanently and stably in a specific place, owing allegiance to a ruling authority, which has sovereignty over this territory and these people. People.

1) Methods of the establishment of the state.

The state is established in a fair manner if its basic pillars are met according to the social perception, or it may be established by separation from the original states, for example the separation of Pakistan from India in 1947, or it may be established by the union of several countries, or because of the application of the principle of the right of peoples to self-determination and independence as a result of liberation movements.

2) Pillars of the state.

The basic pillars of the state can be unanimously agreed upon as follows:

1- The people:

It is a group of individuals residing in a specific territory, who enjoy rights but do not perform the obligations resulting from that.

2- The region:

It is an essential element for the existence of the state, and the establishment of the state cannot be imagined without geographical space.

It includes both the land part, which is represented by the land part and what is above and below it, of wealth and minerals, and the marine part for coastal countries, which includes rivers, inland waters and seas, as well

as the air space part. Which is above the land and the sea, and all the riches found in the latter.

The study of the state's territory from the point of view of public international law aims to determine the relationship of this state with its territory, how to draw its borders, and to explain the elements of this territory as well as how it acquired it.

Where borders are drawn according to natural features such as mountains, hills, rivers and seas, or according to artificial features such as erecting columns, wires and fences, or relying on lines of longitude and latitude in astronomical geography.

3- Political power:

It means the political organization capable of maintaining public order and imposing the rule of law within the borders of the state’s territory. That is, it is the decision-making authority and therefore represented in the state’s sovereignty over itself.

There are institutions of governance in every country that assume the functions of political authority, and these institutions are what confirm the unity of the people and the region, as these ruling institutions take different forms, such as republics and dictatorships.

The political authority of the state is exercised through governments, which are considered the sum of public authorities in each state, and this government must be effective through its ability to maintain order and security in the state as well as implement its obligations at the international level.

4- Recognition:

It means acknowledging something, and therefore recognition includes all legal actions issued by the unilateral will of any person of public international law, aimed at acknowledging the existence of a specific international situation and recognizing its legitimacy.

Lecture nineteen :Administrative Law.

1) Definition.

Administrative law, according to its expanded concept, is a set of legal rules that govern public administration, in terms of organization, activity, and management of funds therein, and all disputes that result from that.

Administrative law, in its narrow sense, means the set of legal rules distinct and different from the rules of private law, which govern public administration and everything related to it. It is responsible for organizing the administrative authority and determining its nature, whether it is centralized and links regional employees with directives and orders from their administrative superiors, or decentralized, with each body carrying out its duties under the supervision and control of the guardian authority.

Administrative law also regulates administration in accordance with the above concept through the ideas of administrative control, public facilities, and management methods, which are manifested through issuing administrative decisions and concluding deals, and finally it regulates administration disputes.

2) Characteristics of administrative law.

Administrative law is characterized by a set of characteristics that give it a distinctive character and make it an independent law with a special personality, which we mention as follows:

1- **novelty of The administrative law:** It came into existence at the hands of the French Court of Conflict and the Council of State, starting from the stage in which the Council of State recognized the decision-making authority and was no longer merely a body of opinion and suggestion, meaning that before 1872 there was no possibility of talking about the branch of "administrative law", and therefore this law was a result of the circumstances. And the political changes that France went through.
2- **Administrative law continues to be flexible and developed :** This is based on the idea that this law is concerned with public administration and its activity, meaning that it cannot know stability due to the changing nature of this administration, in line with the general needs of its targets.

3- **Administrative law is not codified :**Codification is a formal compilation of the most important legal principles regarding a specific issue in a legislative system, which is not what administrative law is characterized by, especially given its flexibility and thus the possibility of its constant change.

4- **Administrative law Judicial law** :There is no doubt that the judiciary played the main role in the emergence of administrative law, by refusing to subject the various administrative disputes that were presented to it to private law, and providing an alternative every time, until it was granted special texts called administrative law.

3) Sources of administrative law.

Despite the judicial source for the emergence of administrative law, it has other sources from which its rulings are derived, including legislation, which we summarize as follows:

1- Legislation:

What is meant here is the set of official texts of varying degrees, strength, and source, which are concerned with public administration in their organization, whether it is related to basic legislation (the constitution), or ordinary legislation, for example the laws that govern the Council of State or administrative courts, or those related to public transactions or organization. Administrative, or related to regulatory legislation, including presidential and regulatory decrees, decisions and circulars.

2- Custom:

Custom in this case means what is done by the administrative authority in exercising its administrative powers in a successive manner, and in a way that represents a binding rule that must be followed, which is what the administrative judiciary has confirmed in many disputes. This custom has several types, including the interpreted custom, and here it is assumed that there is a legal text or Regulatory has more than one meaning, and then this custom intervenes to remove ambiguity, or its role may be modified, and it occurs in the event that legislation does not address a specific issue.

3- Judiciary:

is the set of provisions and principles approved by the administrative judicial authority, as distinct and unusual provisions in the field of private law relations.

The twentieth lecture :The principle of Legitimacy.

The rule of law cannot be achieved except by the submission of both individuals and the state to the law, especially the submission of the executive Authority represented by the government to the legal rules established within the state, which is known as “administrative legitimacy.”

1) **Definition of legitimacy.**

The principle of legitimacy means the rule of law, or achieving conformity with the law, or the supremacy of the law as expressed by the Algerian Constitution. Accordingly, the principle of administrative legitimacy is the conformity of the administration’s actions with the law in its broad sense, as it includes all the legal rules that fall within the legal system of a particular country, whether their source. Legislation or regulation at all levels.

2) **Sources of legitimacy.** The legal rules with which management actions must comply find their source in the following

1- The Constitution:

The supremacy of the Constitution as the supreme law in the state makes it the basis for every legal rule that follows it in rank. This entails the obligation of the legislative authority to take into account the rules of the Constitution when enacting laws, and the same applies to the executive authority during the exercise of its executive powers, such as non-arbitrary use of power/impartiality. Administration/non-expropriation of property except with fair compensation.

2- Treaties:

Treaties ratified by the President of the Republic in accordance with the conditions stipulated in the Constitution are superior to the law, and the

administration in this regard is obligated to take into account the provisions of the treaties that fall within the scope of its administrative function.

3- Legislation:

Legislation here means the laws established by the legislative authority in the state, which is Parliament, where all public bodies in the state, in addition to individuals, are obligated to respect its provisions. On this basis, the judge has the right to nullify the actions of the administration in the event that they violate a legislative text.

4- Laws issued by the executive authority:

The Constitution allows the President of the Republic to issue orders in legally prescribed cases, which are known as presidential orders. Either the matter relates to regulations or what is expressed in regulations, regulatory decisions, or subsidiary legislation, and they are issued by the executive authority.

5- General principles of law:

It should be noted that the emergence of general principles of law goes back to the French judiciary, and they are principles that are not originally codified, as the judiciary derives them from various legal texts, including treaties, and these principles are adhered to protect rights and freedoms from the danger of being infringed upon, including Respecting defense rights, ensuring the right to appeal administrative decisions, ensuring the principle of equality between candidates for public office, freedom of opinion and expression, freedom of belief, and publicity of sessions.

6- Judicial decisions:

The Algerian judiciary has settled that rulings issued to invalidate administrative decisions have absolute authority for the matter decided, and this authority is that they apply to the convicted person and to others who did not appeal the administrative decision, and it also applies in the face of all administrative authorities, whether they are adversaries. In the case or not, and whether the matter relates to decisions of the administrative judiciary or the decision of the criminal judiciary.

Lecture twenty-one :Centralization and decentralization.

Administrative organization in the state takes two forms: centralization and decentralization, which are considered two aspects that reflect the nature of political and administrative systems, as it is not possible to imagine the existence of one of them without the existence of the other. Despite their conflict, each of them seeks to meet the needs of citizens in the best conditions.

1) Administrative centralization.

Administrative centralization is considered the first system that countries have followed in administration and governance, and it is based on indivisibility. In the administrative field, it means unifying administrative activity by restricting administrative powers and functions to the level of the central administration located in the political capital of the state. Administrative centralization is based on several pillars, As follows:

1- Concentration of the administrative function in the hands of the central authority:

In this system, authority to direct the administrative function is concentrated in the hands of the executive authority in the capital, and it is assisted in this by its affiliated bodies in the regions under the supervision and control of the central authority, as there are no local or utility public legal persons in this system. Independent from the central authority, and therefore there is no elected local council or public bodies that can manage public facilities. The authority to make decisions and perform public facilities is concentrated in the hands of members of the central authority (ministers) or their representatives subordinate to them and appointed from among them under their control and supervision.

2- Subordination:

The central system is based on gradation in the positions of the administrative apparatus, which requires that central government employees be gradually and progressively subordinate, such that the lowest levels in it are subordinate to the higher levels above them, all the way to the top of the administrative ladder, which is the minister.

3- Presidential authority:

Presidential authority is considered the most important pillar of the central system, and it means the recognized right of administrative heads, which is regulated by law to achieve effectiveness and continuity in administrative work. That is, it is the legal relationship that exists between the president and the subordinate during the exercise of administrative activity.

and this is in accordance with administrative subordination and the imposed duty of obedience. On the subordinate, on the other hand, this authority is not absolute and is not of one degree of power, but rather is affected by the person in authority, his position in the administrative hierarchy, and the type of job he exercises.

2) Administrative decentralization.

In addition to the administrative centralization method, countries have adopted another method, which is administrative decentralization, which is based on distributing administrative functions between the central government in the capital and the local administration in the regions. These persons have an independent legal personality and are subject to the control of the central government.

It must be noted that the method of decentralization has two aspects. The first is political, represented by enabling local bodies elected by the people to manage their affairs in their own hands, which achieves the principle of administrative democracy. The second is legal, embodied in the distribution of the administrative function in the state between the central agencies and independent bodies of a central or local nature, which It would bring the administration closer to the citizen. The decentralized system is based on the following pillars:

1- Recognizing the existence of local interests distinct from national interests:

The policy of decentralization is based on a balanced distribution of powers and tasks, according to a logical division of responsibility within the framework of state unity, where the central agencies undertake to carry out

national tasks (national defense, security, foreign affairs, public policy in the field of Education and the economy), while local agencies such as the municipality and provinces are responsible for looking into local issues (transportation, water distribution, city cleanliness).

2- Recognizing the existence of local bodies:

This means that local bodies are independent from the central authority, and this independence gives them the right to make administrative decisions and manage their affairs without the intervention of the central apparatus, by recognizing them as a legal personality and the official norms of separating them from the state. It also gives them the ability to acquire Rights and obligations, and what achieves this independence is reliance on the electoral method in selecting its members.

3- Submission of independent agencies to the guardianship of the central authority:

Based on the principle of the state's constitutional, political and national unity, the matter requires the existence of a relationship between the central administration and the decentralized administration units in a form of control or administrative guardianship that differs in essence from the presidential authority that exists between the president and the subordinate under the central system.

Lecture twenty-two :Administrative activity.

Administrative activity means the administrative work undertaken by the public administration in carrying out its functions, which are represented in administrative control and public facilities.

These actions can be defined as every legal or physical action issued by one or more members of the administrative authority or by one or more workers of this authority in their exercise of the administrative function. These actions can be divided into two types: administrative decisions and administrative contracts.

1) Administrative decisions:

Administrative decisions are administrative actions issued by the administration of its own volition and represent one of the legal means of exercising the administration's activity, aiming to create a legal effect by creating, amending, or canceling a new situation. The administrative decision has a set of characteristics as follows:

1- **An administrative decision is a legal act:**

it is an act that results in legal effects (general and specific), that is, it establishes rights and obligations, and leads to a change in legal positions, whether by establishing, amending, or canceling it. An example is closing a commercial store or building a public road.

2- **The administrative decision is a decision of a unilateral nature**:

because it is issued by a single will coming from the administrative authority, and this is done without the participation of the people addressed by this decision.

3- **The administrative decision is a decision of an executive nature**:

What is meant by the executive nature of the administrative decision is its binding force towards those concerned with it, meaning that the issued decision is implemented automatically immediately upon its issuance without the need for the permission of the administrative judge.

4- **An administrative decision is a decision issued by an administrative authority**:

that is, it is of an administrative nature, meaning that it was issued due to the administration's activity, as its organization and practice are subject to the provisions of public law and fall within the jurisdiction of the administrative judiciary.

The administrative decision ends by stripping it of its content and thus ending all its legal effect, either in a natural way, such as the end of the purpose for which it was issued, or in an unnatural way, as in the case of its cancellation by the administration or by the judiciary.

2) Administrative contracts.

The administration also carries out its activity through administrative contracts, and it must be noted that the administration may deal with others as an ordinary individual and not as someone with authority and sovereignty ,In this case, the contracts it concludes are subject to private law.

It may also contract as a person with authority and sovereignty, which are administrative contracts. Which is defined, according to the Algerian legislator, as a contract to which the state, municipality, or public administrative institution is a party.

Due to the large amount of management activity, we find many forms of administrative contracts, including, for example:

1- **Public Works Contract**:

It is a contract between a public law person and an individual or company under which the contractor undertakes to undertake construction, restoration or maintenance work in exchange for a price specified in the contract.

2- **Supply contract**:

It is an agreement between a public law person and an individual or company whereby the individual or company undertakes to supply certain movables to a legal person, necessary for a public facility, in exchange for a specific price.

3- **Concession contract**:

A contract that grants the right to an individual or company to manage and exploit a public facility, commissioned by the state or one of its administrative units and in accordance with the established legal conditions.

4- **Public loan contract:**

This is an agreement between the administration on the one hand and one of the companies on the other hand, under which the latter undertakes to pay an amount to this administration in exchange for an annual interest specified in the contract.

5- Transaction contract:

A written contract in the sense of applicable legislation, concluded in exchange for economic transactions with economic operators in accordance with the stipulated legal conditions, with the aim of meeting the needs of the contracting authority in the field of works, supplies, services and studies.

Appendix

Tables of the most important terms of the topics studied.

English	عربي
Law	قانون
Society	مجتمع
Purpose	غاية
Individual	الفرد
Community	مجتمع
Liberty	الحرية
Interest	مصلحة
Science	علم
Organize	ينظم
Protect	يحمي

English	عربي
general rules	قواعد عامة
State	الدولة
Authority	سلطة
force	قوة
characteristics	مميزات/ خصائص
General	عامة
applied	يطبق
equity	عدالة
obey	يخضع
essential	أساسي
legal rules	قواعد قانونية
Abstract	مجردة
Category	فئة
Citizens	مواطن
Individual	الفرد
Behavior	سلوك
Behavior	يتعدى
Sort	نوع

English	عربي
Private law	قانون خاص
Public law	قانون عام
Classification	تصنيف
Govern	يحكم
Methods	أساليب
Community	المجتمع
Regulate	ينظم
Legislative	التشريعية
Executive	التنفيذية
Judicial	القضائية
Republican	جمهوري
Royal	ملكي
Budget	الميزانية
Foreign Element	عنصر اجنبي

English	عربي
Principles	مبادئ
Material	مادية
Formal	شكلي
Case	دعوى
Settle Disputes	يفصل في النزاع
Subject	الموضوع
Guidance	استرشاد
Formal source	مصدر رسمي
Facts	حقائق

English	عربي
Person	شخص
Term	مصطلح
Capable	مؤهل/ قادر
Physical Person	الشخص الطبيعي

Morale Person	الشخص المعنوي (الاعتباري)
Obligation	التزام
Personality	شخصية
Consider	محل اعتبار
Infant	طفل
Distinguish	تمييز
Company	شركة
Foundation	مؤسسة
Security	الامن
Freedom	الحرية
Reputation	السمعة
Dealing	تعامل
Damage	ضرر
Injury	إصابة
Abuse	إساءة
Guarantee	ضمان
marriage	الزواج
Writing	الكتابة
Testimony	الشهادة
Presumptions	القرائن
expertise	الخبرة
Declaration	الإقرار
Oath	اليمين
Investigation	تحقيق
Judge	قاضي
Judgment	حكم/قرار قضائي
Minor	قاصر
Obedience	طاعة

English	عربي
executive authority	السلطة التنفيذية.
administrative authorities	السلطة الإدارية
Constitution	الدستور
Treaties	المعاهدات
legitimacy	المشروعية

submission	الخضوع
decision	القرار
criminal judiciary	القضاء الجزائي
government	الحكومة
convicted	المدان

English	عربي
In-kind imlementation	التنفيذ العيني
implementation	تنفيذ الالتزام
refrains	الامتناع
voluntarily	اختياريا (طواعية)
by force	بالاجبار
creditor	الدائن
acknowledging	الاعتراف.
conscience	الضمير
honor	الشرف
debtor	المدين
The debtor is obligated to implement what he pledged	المدين ملزم بتنفيذ ما تعهد به.
In-kind implementation of .obligation	التنفيذ العيني للالتزام
Warning the debtor to pay	تنبيه المدين بالوفاء (الاعذار)
Creating or transferring the In-kind implementation (obligation to give)	انشاء او نقل حق عيني (الالتزام بإعطاء شيء).
Obligation to perform work	الالتزام بالقيام بعمل.
The obligation to abstain from doing something	الالتزام بالامتناع عن عمل.
compensation	التعويض
Agreementual .compensation (penal clause)	التعويض الاتفاقي (الشرط الجزائي).
Burden of proof	عبء الاثبات
Superior force	القوة القاهرة.
Economic activity	النشاط الاقتصادي.

Loans	القروض
procedures	الإجراءات
Judiciary	السلطة القضائية
Judicial protection	الحماية القضائية
Judicial organization	التنظيم القضائي
Jurisdiction rules	قواعد الاختصاص
Judicial dispute	الخصومة _ المنازعة
pleading	المرافعة
Investigation	التحقيق
Methods of appeal	طرق الطعن
Lawyers	المحامين
Experts	الخبراء
Appeal	الاستئناف _ الطعن
judicial decision	القرارات القضائية
Pronunciation of the judicial decision	النطق بالقرار القضائي
presenting various arguments	تقديم حجج مختلفة
evidence to prove the rights	ادلة لإثبات الحق
Appeal in cassation	النقض

English	عربي
international law	القانون الدولي
international community	المجتمع الدولي
set of customary rules and principles	مجموعة قواعد عرفية ومبادئ
free will and independence	الإرادة الحرة والمستقلة
international agreements	الاتفاقيات الدولية
general principles of law	المبادئ العامة للقانون
international relations	العلاقات الدولية
The state	الدولة
Recognition	الاعتراف
Administrative Law	القانون الاداري
guardian authority	السلطة الوصية

novelty of The administrative law	حداثة القانون الاداري
The principle of Legitimacy	مبدأ المشروعية
administrative legitimacy	المشروعية الادارية
Administrative centralization	المركزية الادارية
Administrative decentralization	اللامركزية الادارية
central authority	السلطة المركزية
the capital	العاصمة الادارية
supervision	اشراف
public facilities	المرافق العامة
ministers	الوزراء
Subordination	التبعية
Presidential authority	السلطة الرئاسية
local administration	الإدارة المحلية
responsibility	المسؤولية
Administrative activity	النشاط الاداري
administrative decisions	القرارات الادارية
administrative contracts	العقود الادارية
unilateral nature	الطبيعة الاحادية
authority and sovereignty	السلطة والسيادة
Public Works Contract	عقد الاشغال العمومية
Public loan contract	عقد القرض العام
Public transaction	الصفقة العمومية
Concession contract	عقد الامتياز

Training exercises

1) Write the translation of the missing word:

The Word in English.	The Word in Arabic.
	الإجراءات
Judiciary	
	الحماية القضائية
Judicial organization	
	قواعد الاختصاص
Judicial dispute	
	المرافعة
Investigation	
	طرق الطعن
Lawyers	
	الخبراء
Appeal	
	النقض
court	محكمة

2) Answer the following questions:

1- What is obligation?

2- Determine the criterion for estimating the value of compensation?

3- What is the one word that expresses the difference between natural obligation and civil obligation?

4- What are the sources of administrative law?

5- What is the nature of administrative authority?

6- What are the principles of Algerian judicial organization?

7- Fill in the following table.

the opposite (…….)	The word (……)	
		التنفيذ العيني
	principle	
		الحق.
	forced	
		ممكن.

1- What are the types of obligation?

2- Determine whether the following statements are true or false and correct the incorrect ones :

- In all cases, the debtor is forced to implement his contractual obligation in kind.

- If the specific implementation of the obligation is impossible due to an error on the part of the debtor, then this obligation shall be extinguished.

-The warning procedure is mandatory in all cases before requiring the debtor to implement the obligation.

8- Fill in the blank in the phrase with the appropriate word according to its meaning:

- The decisive decision in the dispute, in whole or in part is: ....
- The decision issued on a partial issue only is:………………
- The final and in absentia decision is subject to appeal by: ....
- The final decision is: ....

3) Fill in the blank with the appropriate word to complete the legal meaning of the phrase according to the following: (before, the creditor, subordinate, replaced by money, for the original obligation, breach of obligation)

- The burden of proving non-performance of the obligation falls on the ....
- The subject of legal compensation is always .... and is stipulated by law.
- The penal condition is concluded ....
- Agreementual compensation ....

2) Translate the following legal terms and expression :

1- <u>To the Arabic.</u>

- Burden of proof : ………………

- Superior force : …………………….
- Benefits : …………………….
- Economic activity : …………………….

2- To English.

- ……………………:العقد
- ……………………:القروض
- ……………………:التعويض
- ……………………:التنفيذ العيني

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