

Volume Two

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2018

ISBN 978-3-406-72325-4

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How to Use the Course Book

Introduction

Unlike The Legal English Manual (2nd ed.) (the ‘LEM’), the Course Book is not intended as a substantive reference work. Instead, the Course Book offers examples and exercises for the sole purpose of helping you practise your oral communication and legal writing skills across a variety of contexts. Accordingly, while the Course Book contains several exercises featuring contract clauses or correspondence, these examples are not in any way intended as templates or models to be used in practice, nor should they be interpreted as statements on substantive legal matters.

The Course Book consists of two volumes:

1. **Volume One:** a 10 module ‘crash course’
2. **Volume Two:** an 11 module detailed course, with an in-depth study of practical skills, professional legal language, and terminology

The LEM complements the Course Book with its rich variety of legal language, notes on substantive legal matters, and templates for legal writing and oral communication. As volumes one and two of the Course Book refer to material in the LEM, students will benefit from having the LEM available for reference.

In contrast to the LEM, the Course Book is written in UK style. These differences occur not only with regard to spelling, for example: defense counsel (US) and defence counsel (UK), but also in date formats: 3/4/2017 (US) and 4.3.2017 (UK), or December 30, 2000 (US) and 24 June 2003 (UK), and in the use of punctuation: Mr. Jones (US) and Mr Jones (UK). You may also encounter these differences in dealing with colleagues, clients, and opposing counsel in international legal practice. You are, of course, free to adopt either American English or British English, but we recommend that correspondence and other documents be internally consistent.

Volume One

Legal practitioners may wish to take an intensive course, which touches on and reviews negotiation, contract law, and corporate law. The aim of the intensive course is to give practitioners the basics of terminology and some key concepts in these areas. You will practise your oral skills, written skills, and grammar, and, at the same time, focus largely on applying these skills and developing confidence in practice.

Course participants will be given the opportunity to complete a practice Lawbility Legal English Exam and receive feedback from their teachers. While volume one offers a wealth of information, new vocabulary, techniques, and tips, this volume does not delve into all the details necessary to attain a higher standard of legal English. After completing this course, you will have the basic necessary knowledge to undertake a second course in line with volume two.

Volume one is the minimum preparation required for the Lawbility Legal English Exam. In order to attain a higher professional standard of legal English, Lawbility strongly recommends that you work through volume two before taking the exam.

Volume Two

Volume two will better prepare course participants both for legal English in the workplace and the Lawbility Legal English Exam. You will learn key terminology and collocations (a pair or group of words that are habitually juxtaposed or ‘word partners’) for a wide range of legal practice areas, giving you greater confidence to write and speak about various topics in a professional context.

Legal English is rich in collocations, and using them correctly helps to ensure that your communication is sophisticated and appropriately formal. The focus will also be on legal writing and correspondence, in line with the correspondence and documents that you may draft or receive in the exam and in the course of your professional duties.

These exercises provide you with an opportunity to practise and develop your writing ability, whilst receiving feedback and reviewing sample legal documents from teachers. You will also become familiar with some of the main differences between British and American English and these jurisdictions’ respective legal systems.

5. Collocations

Collocations are words that naturally match. These are natural word ‘partners’ that native speakers put together automatically. In legal documents, they most often appear as a noun + noun combination, or as a verb + noun combination.

*Example A: **parties** to a **contract** (noun + noun combination)*

*Example B: **to file** a **document** (verb + noun combination)*

5.1. Read the sample contract on pages 234–236 of the LEM and write down below as many collocations, key terms, and terminology as you can find in the sample contract

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5.2. Substitute the correct professional term for the words in bold

1. A lawyer's work frequently involves **writing** contracts. _____
2. The lawyer will first **make** a list of the substantive terms he or she wants to include, and will then **bargain** with his adversary regarding those terms.

3. In writing the contract, the lawyer will use defined terms to make it very clear what a particular contract clause **talks about**. _____
4. The two sides may **interpret** the language of the contract differently, and one lawyer may ask the other to **change** or **edit** particular clauses.

5. **Editing** certain clauses may **change** the substance of the contract so that the parties may decide to **take out** particular portions of the contract.

6. Once the lawyers have finalised the contract, the parties will **sign** it. The terms of the contract will now be treated as **mandatory** upon the parties.

7. After **signing** the contract, the parties are **obligated** by it, must **respect** the contract's terms, and must **act** under the contract.

5.3. Insert the term or terms missing from the collocations

Offer

1. Starluck Ltd. _____ an offer to purchase the secret recipe for a new coconut latte macchiato.
2. However, the recipe's owner wanted to start his own coffee franchise business, so he _____ to accept the terms Starluck Ltd. offered, and instead _____ the offer.
3. The position was his dream job, so John decided to _____ ABM's offer of employment.
4. However, when ABM found out that John had lied on his CV, the CEO decided ABM could not hire him after all, and decided to _____ the offer.

Contractual Rights

5. The licencing agreement _____ Michelle the right to use Sanro's Hello Kitty trademark on her clothing line for children.
6. Michelle paid so much for the licence that she planned to _____ this right to the fullest extent by putting Hello Kitty on every T-shirt in her boutique.
7. In return for the licence, Michelle had to _____ any rights to use Disney characters on the clothing she designed.
8. The contract provided that if Michelle did use any Disney characters in her clothing designs, Sanrio would immediately seek to _____ the liquidated damages clause against her.

2. Style of a Memorandum

2.1. Changing passive to active voice

Edit the following sentences to eliminate the passive voice.

1. The parties agreed that the venture should be undertaken by them jointly.
2. The documents were provided to us by her paralegal.
3. This is a substantive issue to be decided by the arbitral tribunal.
4. The plaintiff's argument in favour of awarding costs should not be believed by the court.



2.2. Transforming double negatives to positive form

Eliminate double negatives by rephrasing the sentences in a positive form.

1. We should not assume that the supplier has not breached the contract.
2. Notice will not be effective unless the non-breaching party receives it within 30 days of sending the notice.
3. We will only select him for the position if he does not fail the bar exam.