

BRITISH LEGAL CENTRE

General Legal English Course Lesson 1

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British Legal Centre*

PART 1

Legal Writing

The screenshot displays the website for the British Legal Centre, specifically the page for the Legal Writing Course. The browser address bar shows the URL: <https://www.british-legal-centre.com/set/legal-writing-course>. The website header includes navigation links such as Home, Test your English, Teachers, Services, About Us, Payment, Articles, and Contact Us. The main navigation bar features categories like ONLINE COURSES, LIVE TRAINING SEMINARS, DUBAI CLPD TRAINING, SUMMER SCHOOLS 2020, and INTERNATIONAL CENTRES, along with a search bar. The breadcrumb trail indicates the path: Home > Legal Writing Courses > Legal Writing Course. The page title is "LEGAL WRITING COURSE". A sidebar menu on the left lists various course options, with "Legal Writing Course" highlighted. The main content area features a video thumbnail showing a person writing on a document. Below the video, there is a "BUY THE COURSE" section with a button for "ORDER A FREE TRIAL LESSON" and a dropdown menu for "Choose course type and pricing". An "OVERVIEW" section provides a brief description of the course's importance for legal professionals.

Home > Legal Writing Courses > Legal Writing Course

LEGAL WRITING COURSE

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- Courses by area of Law
- Legal Writing Courses
 - Legal Writing Course**
 - Persuasive writing for lawyers
 - Contract and Legal Document Drafting Course
 - Cambridge University Legal English Certificate (ILEC)

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ORDER A FREE TRIAL LESSON
Legal Writing Course

Choose course type and pricing

OVERVIEW

Your ability to write clearly and correctly is the basis upon which clients will assess your professional ability. Lawyers must master accurate legal writing to progress their careers. Every document you write should demonstrate that you are a professional, clearheaded, knowledgeable and accurate lawyer - just the type that clients want to deal with.

WHAT IS PLAIN ENGLISH

5 Principles to keep your writing easy to understand

1. Keep sentences short – 20 words or less
2. Don't use old-fashioned legal jargon
3. Use the Active voice rather than the Passive voice
4. Use Bullet Points to break the information into small segments
5. Write with verbs not nouns (Nominalisation)



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

Here is an extreme example to show that we can keep the essential message and meaning without using legalese and keeping the sentences short.

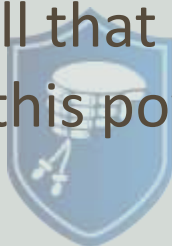


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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

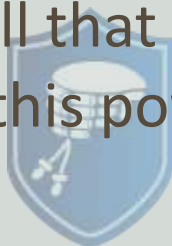
I hereby give my agent the power to exercise or perform any act, power, duty or right or obligation whatsoever that I have or may hereafter acquire relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation the following specifically enumerated powers: to borrow money, to buy land. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers granted herein as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent will lawfully do or cause to be done by virtue of this power of attorney and the powers granted herein.



PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

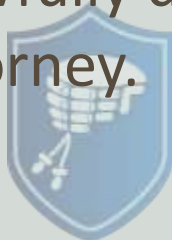
I **hereby** give my agent the power to exercise or perform any act, power, duty or right or obligation **whatsoever** that I have or may **hereafter** acquire relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or **hereafter** acquired by me, including, without limitation the following specifically enumerated powers: to borrow money, to buy land. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers granted **herein** as fully as I might or could do if personally present, with full power of substitution or revocation, **hereby** ratifying and confirming all that my Agent will lawfully do or cause to be done **by virtue of** this power of attorney and the powers granted **herein**.



PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

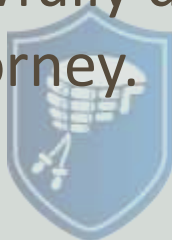
I give my agent the power to exercise or perform any act, power, duty or right or obligation that I have or may acquire relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or acquired by me, including, without limitation the following specifically enumerated powers: to borrow money, to buy land. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to **exercise or perform** any **act, power, duty or right or obligation** that I have or may acquire **relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or acquired by me**, including, without limitation the following specifically enumerated powers: to borrow money, to buy land. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to **do anything that I have a right to do** including, without limitation the following specifically enumerated powers: to borrow money, to buy land. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to do anything that I have a right to do **including, without limitation the following specifically enumerated powers: to borrow money, to buy land.** I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to do anything that I have a right to do. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to do anything that I have a right to do.
I grant to my Agent full power and authority to do anything necessary in exercising any of the powers as fully as I might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that my Agent will lawfully do or cause to be done in accordance with this power of attorney.



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

I give my agent the power to do anything that I have a right to do now or in the future.



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PLAIN LEGAL ENGLISH TECHNIQUES

1 - SHORTENING SENTENCES

Before: I hereby give my agent the power to exercise or perform any act, power, duty or right or obligation whatsoever that I have or may hereafter acquire relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation the following specifically enumerated powers. I grant to my Agent full power and authority to do anything necessary in exercising any of the powers granted herein as fully as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my Agent will lawfully do or cause to be done by virtue of this power of attorney and the powers granted herein.

After: I give my agent the power to do anything that I have a right to do now or in the future.



LEGAL WRITING - EXERCISE

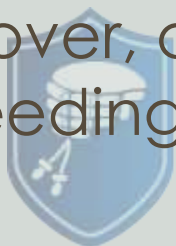
Exercise: Rewrite the following sentences from letters and contracts to make them speakable and easier to understand – some of them have **spelling and grammar mistakes** as well as having **too many words** or being **over-polite**:

1. Pursuant to your instructions, I met with Roger Smith today regarding the above-referenced cause.
2. Please be advised that the discovery cut-off in the above-referenced cause is Monday, March 20, 2000.



LEGAL WRITING - EXERCISE

3. Thank you in advance for your courtesy and cooperation in this regard. Please do not hesitate to contact me should you have any questions regarding this request.
4. In the event that the purchaser's payments are late by more than twenty-eight days, he will be subject to a penalty of \$3,500,000.
5. We are sorry that the MD of the Plc was unable to make the AGM this pm. Unfortunately he was in a hangover, and was unable to supervise the proceedings.



PART 2

Grammar

Using the active voice, Subject, Verb, Object



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SUBJECT, VERB, OBJECT

The court decision will depend upon the judge's interpretation of Clause 4 of the contract.

Notice the order of the parts of the sentence.

Subject, verb, object.



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SUBJECT, VERB, OBJECT

The court decision (**Subject**) will depend (**Verb**) upon the judge's interpretation (**Object**) of Clause 4 of the contract.

Try to keep this order: **Subject, verb, object.**



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SUBJECT, VERB, OBJECT

Keep the subject, verb and object at the **beginning** of the sentence and the other words and information can come at the **end**.



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SUBJECT, VERB, OBJECT

The court decision (**Subject**) will depend (**Verb**) upon the judge's interpretation (**Object**) of Clause 4 of the contract, as this section deals with the payments which are still owing.



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SUBJECT, VERB, OBJECT

The supplier will provide vehicles which are suitable for the purchaser's requirements which will be found in the list of requirements contained in schedule 2 of this contract.



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SUBJECT, VERB, OBJECT

e.g.

The supplier will provide vehicles which are suitable for the purchaser's requirements.

These requirements will be found in the list contained in schedule 2 of this contract.



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SUBJECT, VERB, OBJECT

The subject is the doer, the person or thing doing something.

The main verb is what the doer is doing.

The object is who or what it is being done to.



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SUBJECT, VERB, OBJECT

Remember – Keep them as close as possible to the beginning of the sentence and let the amplifiers, phrases and other information come later.



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SUBJECT, VERB, OBJECT

Consider this long, convoluted sentence:

If any member of the board retires the company at the discretion of the board and after notice from the chairman of the board to all the members of the board at least 30 days before executing this option may buy and the retiring member must sell the member's interest in the company.

In essence, the sentence says:

The company may buy a retiring member's interest.



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SUBJECT, VERB, OBJECT

Let's re-write this information to make it **clearer**.

Let's cut the information up into **smaller pieces** in **shorter sentences**. Each with a **subject, verb, object**.



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SUBJECT, VERB, OBJECT

The company may buy a retiring member's interest.



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SUBJECT, VERB, OBJECT

The company may buy a retiring member's interest. The decision is at the option of the board.



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SUBJECT, VERB, OBJECT

The company may buy a retiring member's interest. The decision is at the option of the board. The chairman must give notice to all board members at least 30 days before the purchase.



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SUBJECT, VERB, OBJECT

The company may buy a retiring member's interest. The decision is at the option of the board. The chairman must give notice to all board members at least 30 days before the purchase. The retiring member must sell if the option is exercised.



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SUBJECT, VERB, OBJECT - EXERCISE

Exercise: Change the sentences that are passive to active.

1. An answer must be filed within twenty days after the filing of the complaint.
2. A plaintiff must file a reply to a counterclaim.
3. Affirmative defenses must be raised in the answer, or they are waived.
4. The crime was committed by John Smith, who had formerly been Susan's client.
5. The verdict was read by the clerk.
6. Mary's argument was not understood by the judge; nevertheless, she ruled in favor of Mary's client.



PART 3

Legal Vocabulary

Problem words



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PROBLEM WORDS

Because English derives from at least four different linguistic traditions, some words, even ordinary English words, have more than one meaning.

Whilst this causes problems in everyday speech, the problems are made worse for lawyers by the fact that some of the words are given a different meaning when used in a legal sense.

It is important that you understand the different meanings of these problem words and so we will run through the most commonly used in this lesson.



PROBLEM WORDS

Only, when used as an adverb, has four meanings:

1. It can be used to mean ‘nothing or no one else but’ (‘only qualified lawyers are able to draft these documents’).
2. It can also mean ‘with the negative result that’ (‘he turned, only to find his path was blocked’).
3. A further meaning is ‘no longer ago than’ (‘it was only on Thursday that the document arrived’).
4. Lastly, it can mean ‘not until’ (‘we can finalise the contract only when the document arrives’).



PROBLEM WORDS

Only

The positioning of the word in a sentence is of critical importance. The meaning of the whole sentence can change, according to where it is placed.

Generally, it should go immediately in front of the word or phrase which it is qualifying: e.g., 'the only cows are seen on the northern plain' has a different meaning to 'the cows are only seen on the northern plain', which in turn has a different meaning to 'the cows are seen on only the northern plain'.



PROBLEM WORDS

Fewer or Less?

These words are often used incorrectly, even by native speakers of English!

Fewer should be used with plural nouns, as in 'eat fewer cakes' or 'there are fewer people here today'.

Less should be used with nouns referring to things that cannot be counted, as in 'there is less blossom on this tree'. It is wrong to use less with a plural noun ('less people', 'less cakes').



PROBLEM WORDS

Can or may?

Can is mainly used to mean 'to be able to', as in the sentence 'Can he move?', which means, is he physically able to move?

May is used when asking to be allowed to do something as in 'may we leave now?', as can is thought to be less correct or less polite in such cases.



PROBLEM WORDS

Imply or infer?

Do not confuse the words imply and infer. They can describe the same situation, but from different points of view.

If a speaker or writer **implies** something, as in 'he implied that the manager was a fool', it means he is suggesting something though not saying it directly.

If you **infer** something from what has been said, as in 'we inferred from his words that the manager is a fool', this means that, whatever he said, you came to the conclusion that this is what his words really meant.



PROBLEM WORDS

Non- or un-?

The prefixes non- and un- both mean 'not' but they tend to be used in slightly different ways.

Non- is more neutral in meaning, while **un-** means an opposite and thus often suggests a particular bias or standpoint. For example, unnatural means that something is not natural in a bad way, whereas non-natural simply means 'not natural'. As a consequence, where there is a genuine choice about which prefix to use, **non- is preferred in legal writing** (e.g. non-statutory instead of unstatutory).



PROBLEM WORDS

If or whether?

Although 'if' can mean 'whether', it is better to use the word 'whether' rather than 'if' in writing ('I'll see whether he left an address' rather than 'I'll see if he left an address').

'Whether' is slightly more formal and better for written legal correspondence, whereas 'if' is easier in conversation.

Note the different word 'weather'. Same pronunciation, different meaning and spelling.



PROBLEM WORDS

Specially or especially?

Although 'especially' and 'specially' can both mean 'particularly', they are not exactly the same.

Especially also means 'in particular, chiefly', as in 'he distrusted them all, especially Karen', while **specially** also means 'for a special purpose' as in 'the machine was specially built for this job'.



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PROBLEM WORDS

Held

Held can mean the past tense of the verb 'to hold' e.g. I held the files in my hand.

It can also mean to agree with someone e.g. I held with Robert about which was the better team.

It can also refer to the decision of the court e.g. the court held that the earlier decision was wrong.



PROBLEM WORDS

Save

Save usually means to rescue from harm or danger.

However, it can also be used to mean '**except**'. It is frequently used in this sense in legal documents. e.g. No warranties are given save as to those set out in Schedule 3.

You will frequently used in a pairing with 'except' e.g. All deliveries will be made on Mondays save and except for those requiring delivey by sea.



PROBLEM WORDS

Client or customer?

Generally speaking, businesses that provide professional services (e.g. lawyers, accountants) have **clients**, while businesses that sell products (e.g. retailers) have **customers**.



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PROBLEM WORDS

Two words and phrases, commonly used in English legal drafting have produced constant litigation: **best endeavours** and **forthwith**.

Best endeavours is often used in contracts to indicate that parties have promised to attempt to do something. It is often used to suggest a compromise in which neither party is prepared to accept a clear statement of their obligations. e.g. We will use our best endeavours to obtain the Landlord's consent to the assignment.



PROBLEM WORDS

Forthwith causes problems because it is too vague to create certainty in a contract. Forthwith could mean hours or weeks. Everything depends on the context, e.g, in one English case 'forthwith' was held to be 'within 14 days'. In another 'notice' of an event on a Friday - given the following Monday, was not given 'forthwith'. In another, the duty to submit a claim 'forthwith' was held not to arise until a Gov't Dep't had the information to allow the claim to be decided.

The best idea, if time is of the essence, is to specify a precise time and date by which something must be done.



PROBLEM WORDS EXERCISE

Here are some other problem words. Can you choose a right answer?

1. You are not (**eligible/illegible**) to practise as a lawyer in this country unless you have received official authorisation to do so.
2. The testimony given by the witness was not entirely (**credible/creditable**).
3. I have always been completely (**disinterested/uninterested**) in what judges do in their spare time.



PROBLEM WORDS EXERCISE

4. It is an important legal (**principal/principle**) that the accused should be presumed to be not guilty until proven guilty.
5. The present economic recession will (**affect/effect**) this company adversely.



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PROBLEM WORDS EXERCISE

Here are the right answers:

1. You are not **eligible** to practise as a lawyer in this country unless you have received official authorisation to do so.
2. The testimony given by the witness was not entirely **credible**.
3. I have always been completely **disinterested** in what judges do in their spare time.
4. It is an important legal **principle** that the accused should be presumed to be not guilty until proven guilty.
5. The present economic recession will **affect** this company adversely.



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Thank you for your attention

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