

# BRITISH LEGAL CENTRE

## General Legal English Course Lesson 3

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# PART 1

## Legal English

The screenshot displays the website for the British Legal Centre. The browser address bar shows the URL: <https://www.british-legal-centre.com/set/legal-english-course>. The website header includes navigation links: Home, Test your English, Teachers, Services, About Us, Payment, Articles, and Contact Us. The main navigation bar lists: ONLINE COURSES, LIVE TRAINING SEMINARS, DUBAI CIPD TRAINING, SUMMER SCHOOLS 2020, INTERNATIONAL CENTRES, and a search bar. The page title is "LEGAL ENGLISH COURSE". A sidebar menu on the left contains: Learn the Basics, Legal English Course (highlighted), Legal English Vocabulary, Courses by area of Law, and Legal Writing Courses. Below the sidebar, there is a "BUY THE COURSE" section with a "ORDER A FREE TRIAL LESSON" button and a dropdown menu for "Choose course type and pricing". An "ADD TO CART" button is also present. A "HOW TO BUY A COURSE" section with a "VIDEO HELP" button is at the bottom left. The main content area features a large image of an open book in front of a row of books, with the text "NEVER STOP LEARNING" overlaid. Below the image is an "OVERVIEW" section with the following text: "Most clients will assess your professional ability from your use of professional legal English - This course will help you overcome your legal English problems and expand your general legal skills and your knowledge of Contract, Commercial, Company and Financial Law at the same time. There are 2 versions of the course. The 1<sup>st</sup> is the live broadcast course of 15 lessons of 45 minutes each, followed

# POWER OF PUNCTUATION

Punctuation is an essential guide to the meaning of a sentence.

Where the words may be unclear, or even where they are clear, punctuation assists the reader to understand where phrases stop and start.

In particular the comma, is both an essential tool and also a danger to those who do not know how to use it properly. It can unintentionally change the legal meaning of a sentence.

Let's begin with something, apparently, controversial:



# POWER OF PUNCTUATION

**A woman without her man is nothing.**

If asked to punctuate the above sentence, some male readers may see nothing wrong in the punctuation, while others may propose to punctuate the sentence as

***“A woman, without her man, is nothing”.***



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# POWER OF PUNCTUATION

A lady, however, would punctuate the sentence as:

**“A woman: without her, man is nothing”.**

As you can see, punctuation is powerful and can greatly change the meaning. Without punctuation, words do not convey their intended meaning, or may not convey it fully and reliably.



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# POWER OF PUNCTUATION

Consider the following examples:

## **Example 1:**

**Her book dedication read: To my children, Sarah and Chris.**

**Her book dedication read: To my children, Sarah, and Chris.**

In the first sentence, Sarah and Chris are the author's children. In the second sentence, the dedication was meant for her children and for Sarah and for Chris (three sets of people).



# POWER OF PUNCTUATION

## Example 2:

**Peter insisted Marie stole the car.**

**Peter, insisted Marie, stole the car.**

In the first sentence, the car was stolen by Marie, while in the second sentence it was Peter who stole the car.



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# POWER OF PUNCTUATION

## Example 3:

**Mark said his manager was suffering from depression.**

**Mark, said his manager, was suffering from depression.**

Again, in the first sentence, Mark's manager is the one who was suffering depression while in the second sentence it was Mark.





# POWER OF PUNCTUATION

## WHY IS THIS IMPORTANT IN CONTRACT DRAFTING?

In a court context, the role of interpretation is to ascertain and give effect to the intentions of the parties expressed in clear language, and to fulfil the reasonable shared expectations of the parties in the document. Interpretation rules state that punctuation is always subordinate to the text and is never allowed to create ambiguity, undermine otherwise clear meaning, or override the parties' intention.



# POWER OF PUNCTUATION

However, in situations where the parties' intention is not obvious, punctuation can be relied upon and may highly affect the interpretation outcome of legal documents.

Therefore, punctuation marks are not a luxury or a minor part of writing but rather a necessity where every punctuation mark matters.

Proper punctuation is an aid to clarity and is a lawyer's tool to show the intended meaning.



# POWER OF PUNCTUATION

Rogers and Aliant Case 2006 is a clear example. Rogers Communications Inc. and Aliant Inc. The contract provided for annual fees to be paid to Rogers which expected the contract to remain valid for 5 years. The contract stated that:

*“This agreement shall be effective from the date it is made and shall continue in force for a period of five (5) years from the date it is made, and thereafter for successive five (5) year terms, unless and until terminated by one year prior notice in writing by either party.”*



# POWER OF PUNCTUATION

**Rules of punctuation state:** a pair of commas should not be used to separate essential elements of the sentence but rather to set aside an interrupting phrase from the essential elements of the body of the main sentence, so that the sentence still reads correctly if the interrupting phrase is removed.

*“This agreement shall be effective from the date it is made and shall continue in force for a period of five (5) years from the date it is made, **and thereafter for successive five (5) year terms**, unless and until terminated by one year prior notice in writing by either party.”*



# POWER OF PUNCTUATION

So next time think carefully before you add or remove a comma.



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# POWER OF PUNCTUATION

I am not sure if this story is true or not, but it illustrates the power of commas.

Czarina Maria Fyodorovna once saved the life of a man by transposing a single comma in a warrant signed by her husband, Alexander III, which exiled a criminal to imprisonment and death in Siberia.

On the bottom of the warrant the czar had written:  
**“Pardon impossible, to be sent to Siberia.”**

Maria Fyodorovna changed the punctuation so that her husband’s instructions read:

**“Pardon, impossible to be sent to Siberia.”**

The criminal was set free.



# RESTRICTIVE AND NON-RESTRICTIVE CLAUSES

Correct Restrictive Use: **The store honoured the complaints that were less than 60 days old.**

Correct Non-restrictive Use: **The store honoured the complaints, which were less than 60 days old.**

These sentences have different meanings as well as different punctuation.

In the restrictive sentence, the store honoured only those complaints less than 60 days old, but not those over 60 days old.

In the non-restrictive sentence, the store honoured all the complaints, all of which were less than 60 days old.



# RESTRICTIVE AND NON-RESTRICTIVE CLAUSES

Examples – Which are restrictive, which are non-restrictive?

Students **who have young children** are invited to use the free daycare center.

I left my son at the campus daycare center, **which is free to all full-time students**.

John Wayne, **who appeared in over 200 movies**, was the biggest box-office attraction of his time.





# RESTRICTIVE AND NON-RESTRICTIVE CLAUSES

Examples – Which are restrictive (**R**), which are non-restrictive (**N/R**)? **Here are the right answers:**

Students **who have young children** are invited to use the free daycare center. – **R**

I left my son at the campus daycare center, **which is free to all full-time students**. – **N/R**

John Wayne, **who appeared in over 200 movies**, was the biggest box-office attraction of his time. – **N/R**



# PART 2

## Grammar

Use of Colons in legal arguments



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# PERSUASIVE WRITING

## **Colon power:**

The best writers view punctuation not only as a shield, but also as a sword. Yes, correct punctuation protects us from the ire of critical readers. But when we're at our best, we can wield punctuation to cut to the core of our readers' sensibilities. Case in point: the colon.

The colon is a great dramatic device for your arguments to emphasise important points. Too many writers relegate it to the mundane. It can do more than precede a list, series, or quotation (yawn). In fact, this little punctuation mark is like a firework.



# COLON POWER

First, let's remind ourselves of the general rule for using colons in prose: a complete sentence should normally appear before the colon, and the colon should act as an arrow pointing to the information that follows it.

Writers sometimes break the complete-sentence rule for style (as I did earlier), but our default mode should be to use a complete sentence before the colon. By the way, the information that follows a colon can be anything at all – a series, a single word, or even another complete sentence.



# COLON POWER

Here are some before-and-after examples illustrating how colons can add a little pop to your prose:

## **Original:**

The sole reason for the bank's misconduct was greed.



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# COLON POWER

Here are some before-and-after examples illustrating how colons can add a little pop to your prose:

## Original:

The sole reason for the bank's misconduct was greed.

## New:

There was one reason for the bank's misconduct:  
greed.



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# COLON POWER

Did you sense the difference?

Did you feel the pop in the second version?

Let's try another, and in this one, let's try a complete sentence after the colon to see how it feels:



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# COLON POWER

## **Original:**

The single event leading to this lawsuit was the plaintiff's failure to exercise reasonable care in watching out for dangerous conditions while she was walking.



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# COLON POWER

## Original:

The single event leading to this lawsuit was the plaintiff's failure to exercise reasonable care in watching out for dangerous conditions while she was walking.

## New:

The plaintiff fell for one reason: she didn't watch where she was going.

Did you notice the contraction? Have I committed legal-writing heresy? As usual, I'm in Bryan Garner's camp: occasional, strategic contractions are appropriate in legal writing — especially court briefs, which involve storytelling and persuasion. Here, the contraction tightened up the prose just a bit, maximizing the impact.



# COLON POWER

## **Original:**

The fire escape was the only way out of the building.



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# COLON POWER

## **Original:**

The fire escape was the only way out of the building.

## **New:**

There was just one way out: the fire escape.



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# COLON POWER

Some writers love em-dashes. I do, too. —

They set off words and other grammatical elements with undeniable flair. And they too can add a little pop. But sometimes the situation just begs for a colon. And here's the bottom line: if you find yourself agonizing over whether to use a colon or an em-dash to add some pop to your prose, then you're in a good place. That struggle means that you're doing the type of editorial thinking worthy of a professional writer. And that's what we lawyers are, aren't we?



# COLON POWER

## The chocolate-milkshake test

Now, before I unleash a horde of litigators drunk on colons and single-sentence paragraphs, a word of caution. Whenever we use one of these devices, we should apply the chocolate-milkshake test during our final edits. I suppose I should explain.



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# COLON POWER

Nothing is more scrumptious and satisfying than that rare chocolate milkshake. Funny thing, though. As soon as we finish it, the last thing on earth we'd want to drink, or perhaps even see, is another chocolate milkshake. The point is this: the writing techniques described above will taste delicious to readers occasionally. But if we go to them too frequently, our readers will find them much less satisfying – too rich. The crisp pop we seek will become distracting noise. We want our readers to notice these techniques yet not notice them. We want each pop moment to feel like the first chocolate milkshake.



# COLON POWER

So judicious restraint is the name of the game. But with a sparing, strategic approach, these techniques will make your brief just a bit crisper and more lively – and a bit more memorable – than the rest in the pile.



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# PART 3

## Legal Vocabulary

Legal phrasal verbs



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# LEGAL PHRASAL VERBS

Phrasal verbs play an important role in legal terminology and legal English and are often used in a quasi-technical sense in legal documents.

For example “the case was set down for trial” or “the parties entered into the contract”.

Examples of phrasal verbs may be found in any legal document. Phrasal verbs play an important role in standard English also and often present particular problems for non-native English speakers.



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# LEGAL PHRASAL VERBS

Phrasal verbs are made up of verbs plus one or more particle attached. The particle can be an adverb or a preposition or both, which together form an idiomatic phrase which is usually completely different in meaning from the literal meaning of the separate words. The verbs used have their ordinary meanings when used without the particle(s) and as phrasal verbs they may have literal or non-literal meanings. For example compare the verb 'to write', with the phrasal verb 'to write off'. We 'write' an email, or a letter using our hands. We 'write off' a debt i.e. we cancel it, if we believe there is little chance of it being paid back.



# LEGAL PHRASAL VERBS

Phrasal verbs do not follow any rules of grammar and must therefore be learnt by rote and memorization.

## The structure of phrasal verbs:

Either, **verb + adverb**: eg. to log on, or to log off, your computer; the verb is **to log** and the adverb is **on/off**,

Or, **verb + preposition**: eg. to 'deal with' a file; the verb is **to deal** and the preposition is **with**,

Or, **verb + adverb + preposition**: eg. to 'stand up for' someone (to defend or protect someone); the verb is **to stand**, the adverb is up and the preposition is **for**.



# LEGAL PHRASAL VERBS

In a phrasal verb structure it is always very important to know where to place the object; whether it should go before or after the particle.

This is further complicated in cases where there are two particles or the object is a pronoun.



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# LEGAL PHRASAL VERBS

While English for Law tends to be quite formal, there are many phrasal verbs that can be used both in official documents as well as letters to clients and counterparts. This is a list of some of the most commonly found phrasal verbs in Legal English.

**Abide by:** means to accept and obey a decision or law. For example: 'the parties must agree to abide by the terms of the agreement'.

**Accede to:** means to agree to or allow something that someone has asked for after you have opposed it. For example, 'the company eventually acceded to the request'.



# LEGAL PHRASAL VERBS

**Account for** means: (1) to explain why something happened. For example, 'how do you account for the fact that you were not where you said you would be?' (2) To be a particular part of something. For example, 'B2B sales account for 80% of the profits'. (3) To keep a record of how the money in your care has been spent. For example, 'every penny in the fund has been accounted for'. (4) To consider particular facts when you are making a decision about something. For example, 'the costs of a potential lawsuit were accounted for when calculating the amount of money to paid'.

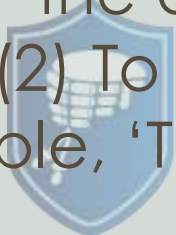


# LEGAL PHRASAL VERBS

**Account to** means to make a payment to someone together with a calculation of how the amount is calculated. For example, the lawyer accounted to his client for damages received.

**Adhere to** means: to act in the way that a particular law, rule or set of instructions says that you should. For example, 'the parties must strictly adhere to the terms of this agreement'.

**Amount to** means: (1) to add up to something. For example, 'the overall costs amounted to well over £75,000'. (2) To be equal to or the same as something. For example, 'This amounted to a breach of contract'.



# LEGAL PHRASAL VERBS

**Break down** means: (1) to separate something into different parts to make it easier to deal with. e.g. 'Let me break this down into more understandable figures.' (2) To fail. e.g., 'negotiations between the various factions have broken down'.

**Break off** means: to stop speaking or to stop doing something before you have finished. e.g. 'we had to break off the meeting'.

**Break up** means: (1) the splitting up of a company or an organisation into smaller parts. e.g. 'the company was broken up into smaller concerns'. (2) The splitting up of a group of people. e.g. 'the conference broke up into discussion groups'.





# LEGAL PHRASAL VERBS

**Call in** means: (1) to request the return of something. For example, 'the bank has decided to call in all our loans'. (2) To visit a place or person for a short time. For example, 'he called in before going to court this morning'.

**Carry on** means: to continue something. For example, 'the company intends to carry on as a going concern'.

**Carry out** means: to do something that you said you would do or that you have been asked to do. For example, 'the solicitor carried out his client's instructions to the T'.



# LEGAL PHRASAL VERBS

**Consist of** means: to be formed from the people or objects mentioned. For example, 'the team consists of a number of footballers who have played for top teams.'

**Cover up** means: to try hard to stop people finding out about a mistake or a crime. For example, 'the president tried to cover up the indiscretions, but was found out in the end'.

**Deal in** means: to do business, how a company makes its' money. For example, 'the company deals in pet food and other animal products'.



# LEGAL PHRASAL VERBS

**Enter into** means (1) to begin or start a formal agreement; or (2) to start to deal with something. For example, the company entered into negotiations with its supplier to reach a mutually acceptable agreement.

**Factor in,** means to include or take account of something when calculating or planning something. For example, “the company needs to factor in its legal costs when preparing its end of year accounts.”



# LEGAL PHRASAL VERBS

**Find in favour of/Against** is often used to describe a judicial decision. For example; the judge found against the Defendant or the judge found in favour of the Claimant.

**Hand Down:** means (1) In an inheritance situation to give or leave something to someone else. Eg the property was handed down to me by my parents. (2) To announce an official decision; e.g. the court handed down its judgment.



# LEGAL PHRASAL VERBS

As you might expect there are hundreds of these terms, however, you will be unable to practice law and to speak and write Legal English of a high standard without knowing all of them.

We will look at some more essential phrasal verbs in the next lesson on the topic later in the course.



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# LEGAL PHRASAL VERBS - EXERCISE

1. The company ACT has been \_\_\_\_\_ into seven autonomous divisions.
2. He had a factory which manufactured cheap sports clothes which he \_\_\_\_\_.
3. He \_\_\_\_\_ all of us \_\_\_\_\_ with his promise of quick profits and low risks.

**bring forward:** to change to an earlier date

**take over:** (1) to start to do something in place of someone else, (2) to buy a company

**take in:** to trick, to deceive

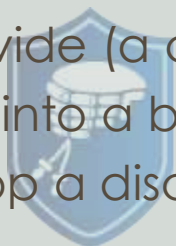
**hold up:** (1) to rob from a bank or vehicle using weapons, (2) to stay at a high level, (3) to delay

**wind up:** (1) to end a meeting, (2) to put a company into liquidation.

**break up:** to divide (a company) into separate units

**break in:** to go into a building by force in order to steal

**break off:** to stop a discussion or negotiation



# LEGAL PHRASAL VERBS - EXERCISE

4. He was caught \_\_\_\_\_ to a clothes shop at night.
5. He \_\_\_\_\_ the meeting with a vote of thanks to the chairman.
6. I'm very busy on Wednesday: can I \_\_\_\_\_ our meeting \_\_\_\_\_ to Tuesday?

**bring forward:** to change to an earlier date

**take over:** (1) to start to do something in place of someone else, (2) to buy a company

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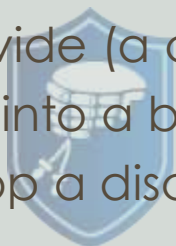
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# LEGAL PHRASAL VERBS - EXERCISE

7. John is leaving in June and there will be a gap of one month before the new manager \_\_\_\_\_.
8. Management and unions could not agree and negotiations \_\_\_\_\_ at midnight yesterday.
9. Payment will be \_\_\_\_\_ until the contract is signed.

**bring forward:** to change to an earlier date

**take over:** (1) to start to do something in place of someone else, (2) to buy a company

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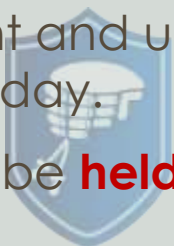




# LEGAL PHRASAL VERBS - EXERCISE

**Here are the right answers:**

1. The company ACT has been **broken up** into seven autonomous divisions.
2. He had a factory which manufactured cheap sports clothes which he **wound up**.
3. He **took** all of us **in** with his promise of quick profits and low risks.
4. He was caught **breaking in** to a clothes shop at night.
5. He **wound up** the meeting with a vote of thanks to the chairman.
6. I'm very busy on Wednesday: can I **bring** our meeting **forward** to Tuesday?
7. John is leaving in June and there will be a gap of one month before the new manager **takes over**.
8. Management and unions could not agree and negotiations **broke off** at midnight yesterday.
9. Payment will be **held up** until the contract is signed.



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Thank you for your attention

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