

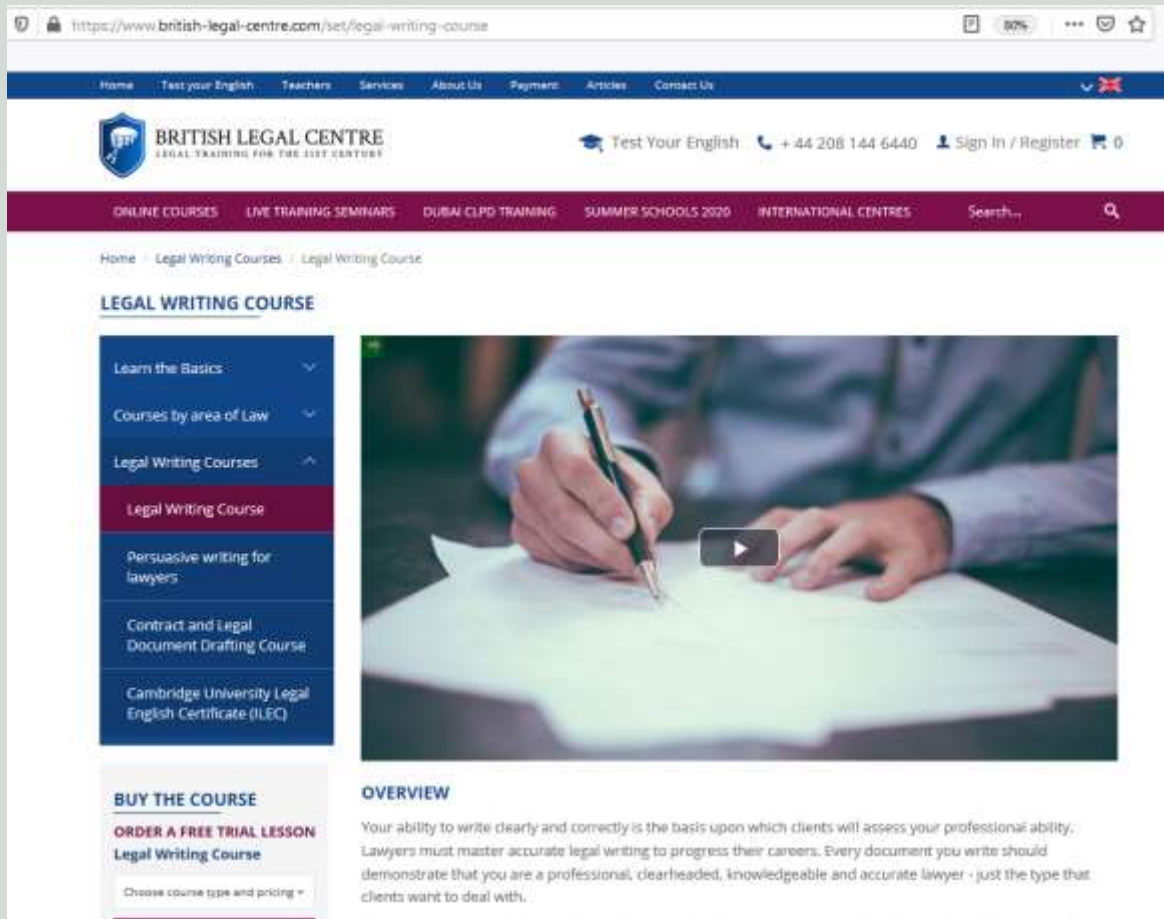
# BRITISH LEGAL CENTRE

## General Legal English Course Lesson 5

**Richard Brady,**  
*Director,  
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" selected. The main content area features a video player showing a person writing on a document. Below the video, there is an "OVERVIEW" section with text explaining the importance of legal writing skills for lawyers.

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### LEGAL WRITING COURSE

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### 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.

# AVOID MULTIPLE NEGATIVES

**Multiple negatives** are difficult to follow – they require two uses of a verb rather than one positive use.



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# AVOID MULTIPLE NEGATIVES

**Here is a simple sentence but it has been complicated by being written in the negative.**

**Task - Recast the following sentences in positive form:**

Notice will not be effective unless it is delivered in person or by certified mail.



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# AVOID MULTIPLE NEGATIVES

The negative words are shown in red:

Notice will **not** be effective **unless** it is delivered in person or by certified mail.



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# AVOID MULTIPLE NEGATIVES

**Suggested answer:**

Notice will only be effective **if** it is delivered in person or by certified mail.



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# AVOID MULTIPLE NEGATIVES

**Task - Put this sentence in a positive form:**

In the absence of any proof to the contrary, the court should presume that the administrator's functions have not ceased.



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# AVOID MULTIPLE NEGATIVES

The negative parts are shown in red:

In the absence of any proof to the contrary, the court should presume that the administrator's functions **have not ceased**.



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# AVOID MULTIPLE NEGATIVES

## Suggested answer:

The court should presume that the administrator's functions are continuing unless proved otherwise.



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# AVOID MULTIPLE NEGATIVES

**Task - Put this sentence in a positive form:**

No termination will be approved unless the administrator reviews the application and finds that it is not lacking any requisite materials.



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# AVOID MULTIPLE NEGATIVES

The negative parts are shown in red:

**No** termination will be approved **unless** the administrator reviews the application and finds that it **is not lacking any** requisite materials.



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# AVOID MULTIPLE NEGATIVES

## Suggested answer:

Termination will be approved if the administrator reviews the application and finds that it has the requisite materials.



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# AVOID MULTIPLE NEGATIVES

**Task - Recast the following sentence in positive form:**

There is no issue of material fact that Smith cannot establish to show that Aniseed Inc. owed her a duty to prevent the injury she claims to have suffered.



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# AVOID MULTIPLE NEGATIVES

The negative parts are shown in red:

There is **no** issue of material fact that Ms Smith **cannot** establish to show that Aniseed Inc. owed her a duty to prevent the injury she **claims to have** suffered.



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# AVOID MULTIPLE NEGATIVES

## Suggested answer:

Ms. Smith can prove that Aniseed Inc. owed her a duty to prevent the injury she suffered.



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# AVOID MULTIPLE NEGATIVES

**Task - Recast this sentence in the positive:**

Defendant cannot be permitted to stand on nothing more than unsubstantiated and self-praising statements as a basis for denying summary judgment.



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# AVOID MULTIPLE NEGATIVES

Defendant **cannot be permitted to stand on nothing more than unsubstantiated and self-praising statements** as a basis for denying summary judgment.

So what must the Defendant do, rather than not do?



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# AVOID MULTIPLE NEGATIVES

## Suggested answer:

Defendant must rely on evidence as a basis for denying summary judgement.



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# AVOID MULTIPLE NEGATIVES

**Task - Recast the following sentence in a positive form. Which 2 words need to be cut or changed?**

Those contracts of insurance which include life cover will not be accepted for inclusion in the compensation scheme unless their premiums include an element of investment.



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# AVOID MULTIPLE NEGATIVES

**Task - Recast the following sentence in a positive form. Which 2 words need to be cut or changed?**

Those contracts of insurance which include life cover will **not** be accepted for inclusion in the compensation scheme **unless** their premiums include an element of investment.



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# AVOID MULTIPLE NEGATIVES

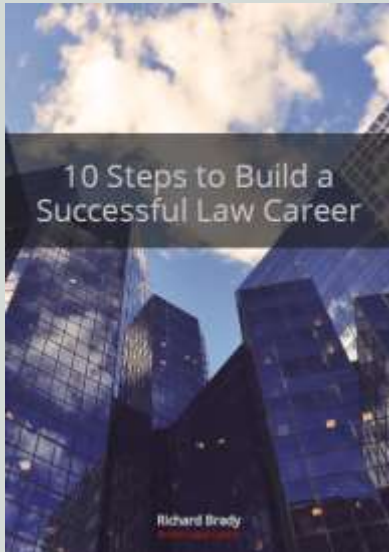
## Suggested answer:

Contracts of insurance which include life cover will be accepted for inclusion in the compensation scheme **if** their premiums include an element of investment.



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# 10 STEPS TO BUILD A SUCCESSFUL LAW CAREER



The book aims to assist both newly qualified, and about to be qualified, lawyers, by providing guidance as to the early stages of developing a successful law career. The world of professional legal practice can seem overwhelming and bewildering to those entering the profession and the advice contained in this book provides valuable insight into the thinking and concerns of those who will have most impact on the early years of a lawyer's professional career – their employers.

## 10 Steps to build a a Successful Law Career, but only 2 Steps to get a book:)

1. Subscribe to **British Legal Centre** page on [Facebook](https://www.facebook.com/British.Legal.Centre) or [Linkedin](https://www.linkedin.com/company/british-legal-centre) (so, you will be always informed about our offers and news):  
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2. Send us a short message “I want to get a book” via Facebook/ Linkedin messenger.

# PART 2

## Grammar

Hereby, Thereby, Whereby



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# HEREBY, THEREBY, WHEREBY

## Hereby, Thereby, Whereby

These 3 words cause tremendous confusion for both lawyers and non-lawyers alike, regardless of whether or not they are native-speakers of English.



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# HEREBY, THEREBY, WHEREBY

The confusion is caused by the fact that the **here**, **there** and **where** words are prefixes.

The endings of the words are very simple, **in, on, too, with, of, by**, and so on however when the prefixes are added they become very old-fashioned and sound very different.



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# HEREBY, THEREBY, WHEREBY

There is a very simple trick to understanding what each of these words mean.

First of all, the ending of the sentence means exactly what it says, on means on, of means of, to means to, and so on.



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# HEREBY, THEREBY, WHEREBY

The prefix '**Here**' indicates that it is something in the document that is being read. e.g.

If something is written '**herein**' then it means it is written here, in this document which you are reading.

If it is drawn '**hereon**' then it is drawn here, on this document which you are reading.

If it is '**hereby**' then it is given here by this document which you are reading.



# HEREBY, THEREBY, WHEREBY

The prefix '**There**' indicates that it is in some other document other than the one you are reading, possibly it is somewhere else – It is there in some other place.

If it is written '**therein**' then it is written there in that other document.

If it is drawn '**thereon**' then it is drawn there on that other document which may be in some other place.

If it is a power given '**thereby**' then it is given there by that other document, not the one which you are now reading.



# HEREBY, THEREBY, WHEREBY

The more complicated words are those beginning with '**where**' as this is the equivalent of 'which'.

**Whereby** means by which e.g.

The contract dated 1 May 2018 whereby the company agreed to purchase the products.



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# HEREBY, THEREBY, WHEREBY

**Wherein** means in which, or in which place e.g. The contract dated 1 May 2018, wherein it is stated that... This means 'in which' it is stated that ...'

**Whereof** means of what or of which, e.g. The company one of the directors whereof is a foreign national.

**Whereupon** means immediately after which, e.g. The sum of \$10,000 shall be paid by the buyer to the seller whereupon the buyers liability to the Seller shall be discharged.



# HEREBY, THEREBY, WHEREBY

Let's also look at **whatsoever**, **wheresoever** and **howsoever**.

**Whatsoever** means 'whatever' – i.e. no matter what, in contractual meaning.

**Wheresoever** means 'wherever' – i.e. in whatever place in contractual meaning.

**Howsoever** means 'however' – i.e. in whatever way or to whatever extent in contractual meaning.



# HEREBY, THEREBY, WHEREBY

All of these words are considered rather **old-fashioned** and the modern style of legal writing and contract drafting is to use modern English phrases instead.

You will still need to learn the use of these terms however as you will find many documents and texts are sent to you which still contain this old-fashioned language.



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# HEREBY, THEREBY, WHEREBY - EXERCISE

Let's see what you have learned.

**Match these words beginning with here- there- and where- with their equivalent meanings.**

- |              |                       |
|--------------|-----------------------|
| 1. Hereby    | a) on this document   |
| 2. Therewith | b) with that document |
| 3. Whereon   | c) by this document   |
| 4. Hereon    | d) in that document   |
| 5. Thereto   | e) on which           |
| 6. Wherein   | f) to this document   |
| 7. Hereto    | g) in which           |
| 8. Therein   | h) to this document   |



# PART 3

## Legal Vocabulary

Latin legal words



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# LEGAL LATIN

About 70% of English words are based on the old Latin language. For historical reasons there is a tremendous amount of Latin in legal English. Although this is a topic which is easier for speakers of Latin-based languages, such as Spanish or Italian people, all lawyers need to understand the legal words and phrases which are commonly used in legal English.

There are hundreds of these Latin words and phrases which are used in legal English.



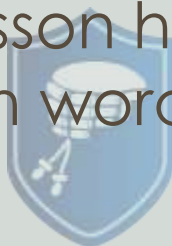
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# LEGAL LATIN

Obviously this is too much for one lesson and so this is the second of a number of lessons spread throughout the course which will deal with the spelling and legal meaning of most frequently used and most important Latin words used in legal English.

Occasionally I will include a word from Norman French as you will also need to understand these words and I see no point in having separate lessons legal Latin and legal Norman French.

For this lesson however I am going to deal with mostly legal Latin words.



# LEGAL LATIN

**Ab initio:** from the beginning. For example, ‘this agreement is void ab initio’.

**Ad hominem:** to an individual’s interests or passions; used of an argument that takes advantage of the character of the person on the other side.

**Ad infinitum:** endlessly; forever. For example, ‘this case seems to have dragged on ad infinitum’.



# LEGAL LATIN

**Ad referendum:** to be further considered. This often refers to a contract that has been signed although minor points remain to be decided.

**Ad valorem:** according to value (as opposed to volume).

**A fortiori:** more conclusively.

**A priori:** based on deduction rather than experience.



# LEGAL LATIN

**Bona fide:** genuine, real. For example, 'a bona fide purchaser is interested in buying the company'.

**Bona vacantia:** property not distributed by a deceased's will and to which no relative is entitled on intestacy.

**Caveat emptor:** the buyer is responsible for checking the quality of goods before purchasing them (literally, 'let the buyer beware').

**Circa:** around or about - used for dates and large quantities; can be abbreviated to c or c.



# LEGAL LATIN

**De jure:** rightful, by right (e.g. a de jure claim to the territory).

**Deus ex machina:** an unexpected event that saves an apparently hopeless situation.

**Ex aequo et bono:** as a result of fair dealing and good conscience.



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# LEGAL LATIN

**Ex gratia:** a payment given as a favour rather than because of any legal obligation. For example, 'the executor made an ex gratia payment to one of the beneficiaries of the estate'.

**Ex officio:** by virtue of one's status or position.

**Ex parte:** on the part of one side only. For example, 'the lawyer made an ex parte application to the court to obtain an emergency injunction'.



# LEGAL LATIN

**In re:** in the matter of.

**In situ:** in the original or appropriate position. For example, 'the wreckage was examined in situ'.

**Inter partes:** between the parties. For example, 'the proceedings were held inter partes before the court.'

**Inter se:** between or among themselves. For example, 'the shareholders' agreement constitutes a contract between the shareholders inter se'.



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Thank you for your attention

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