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<p>Semester: One</p> <p>September 2022 - December 2023</p>
<p>English course</p>
<p>Level: Second Year Law Students</p>
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Assessment:

The student's final mark in the English subject is worked out on the basis of two components:

-The oral mark, worth **20 % of the final grade**, is assigned to continuous assessment (oral examination- presence- homework- contribution in class- test...)

- two written exams, worth **80 % of the final grade**, fixed in the course of the semester.

Course Outline: 1. Introduction to the practice of law

2. Legal Writing

3. Contract law

Introduction to Legal English

Objectives:

- to give to the student an overview of the legal education in both the UK and the USA
- To raise our law students' awareness about the importance of studying English
- we are going to have a look at the notion of legal occupations and explain basic terms which refer to the people who work in these jobs.

Part I

Legal education: A call to the Bar

In English speaking countries, **the Bar** is a term for the legal profession itself, while a **bar association** is the association which regulates the profession. A person who qualifies to practice law is **admitted to the Bar**; on the other hand, to **disbar** a lawyer is to make him or her unable to practise law.

The following is an excerpt from a guide written for school leavers about courses of study in English speaking countries. This section of the guide deals with the study of law and the requirements for entering the legal profession in the UK and the USA.

Read the text and say whether legal education in your country is more similar to the UK or the US model.

Studying law in the UK

In the UK, a legal education usually begins with the completion of a bachelor degree in law, known as an **LLB**, which usually takes three years. In the subsequent vocational stage, a person who wishes to become a **barrister** joins one of the **Inns of Court** before beginning the **Bar Vocational Course**. The completion of this stage is marked by a ceremony referred to as the **call to the Bar**. A third stage, known as **pupillage**, is a year-long apprenticeship, usually at a set of **barristers' chambers**, which customarily consists of groups of 20-60 barristers. Similarly, a person wishing to become a **solicitor** must also complete three stages: the first stage involves gaining a law degree; the second stage requires passing a one-year **Legal Practice Course (LPC)**; and the final stage entails working for two years as a **trainee solicitor** with a firm of solicitors or in the legal department of a local authority or large company.

Studying Law in the USA

In the USA, a legal education comprises four years of undergraduate study followed by three years of **law school**. A law school graduate receives the degree of **juris doctor (J.D)**. In order to qualify as lawyer, a law-school graduate must pass the **bar examination**.

Find terms with the word bar in the introduction to this section and in the text above which matches these definitions.

- 1 a lawyer who is qualified to plead on behalf of clients
- 2 In the UK, a training course which enables people who wish to become barristers and who have registered with the Inns of Court to acquire the skills and knowledge to prepare them for the specialized training of the pupillage.....
- 3 a ceremony held at the end of this training course, when a candidate enters the profession.....
- 4 organisation regulating the legal profession
- 5 In the USA, an important test taken by law school graduates which when passed, qualifies a person to practise law.....
- 6 granted entrance to the legal profession
- 7 to compel a lawyer to stop practicing law due to an offence committed

Part II

The Significance of Learning Legal English for Legal Professionals

Legal English is one of the several forms of the English language. It is that form of English that is used in the legal field or law. To be very specific, legal English is a kind of technical language that specifically evolved in the form of a language for the legal professionals like attorneys, lawyers and judges. It should not be considered as a native language for such professionals. Thus, it is important for such professionals to have a basic understanding of this language from the technical point of view. Fluency in reading and writing legal English can help the legal professionals in performing very well in the legal field.

Regular and Legal English- The Main Difference

Even when English is spoken in two varied regions, there are many differences in the forms of

English spoken in the regions. For instance, there are certain terminologies in British English and US English that differ greatly resulting in confusion for the British lawyers practicing law in the US.

Nevertheless, legal English can set language standards aligning very well with the laws of a specific state. Having a clear idea of legal terms is highly significant for the ones looking to pursue a career in the field of law. One of the main reasons behind this is the large scale rise of globalization. Due to the fact that there are many individuals studying in a particular country and applying their skills in another country, it is essential that people have the ability of communicating very well when interacting with others.

Adapted from <http://lawskills.in/>

- 1) Check your understanding of the above text by circling the correct alternative(s) written in bold in the below paragraph about 'the importance of legal English'.

Proficiency/ **non-proficiency** in legal terms and terminologies is very important in the legal profession **with regard to /regardless of / irrespective of** the country/state/region, native English speaking or non-native English speaking, the reason being the increase in **pollution/globalization/global warming** and international business. In pursuance of successful careers, people are moving from one country/state/region to another and they are applying their academic knowledge acquired in their native country/state/region, to the respective country/state/region of their **employment/study**. In this scenario it becomes utmost **unnecessary/optional/necessary** in the legal profession to be very well versed in legal terminologies which are universally applicable, while entering the market as qualified lawyer, and **communicating/ interacting** with prospective clients/ colleagues of different regions. While effective interaction includes both written and verbal communication skills, it emphasizes the need for proper training in Legal language. Learning legal terms is the only sure way of succeeding in **lawyering /the legal profession**. **Inspite of/ Due to/Because of** the challenging market for lawyers, it is a necessity for all lawyers.

- 2) Find in the text words meaning:

1 the technical or special terms used in a specific field e.g. law, business, art, science, etc.:
.....

2 A word used to describe the growing interdependence of the world's economies, cultures, and populations, brought about by, cross-border trade in goods and services, technology, and flows of investment, people, and information:

- 3) The text mentions three types of legal professionals. Mention them

-
-
-

- 4) Which legal profession among the three is typically American?

.....

- 5) Do you know any other legal occupations?

.....
.....

6) To enlarge your knowledge about legal occupations/legal professions, do the exercise below. Fill in the gaps with a missing word from the box. Write one word only in each gap.

The most general term is awho according to Black's Law Dictionary, is "a person learned in the law; as an attorney, counsel or solicitor; a person licensed to practice law."

In practice, legal jurisdictions exercise their right to determine who is recognized as being a lawyer; as a result, the meaning of the term "lawyer" may vary from place to place. Below we are going to discuss the basic differences across Anglophone countries.

In England and Wales the legal profession isbetween the solicitors' and barristers' professions and lawyers usually hold one title.

In the USA an individual licensed to practice law is referred to as anat law or, more often, simply an attorney - the terms barrister and solicitor are not typically used. Nonetheless, attorneys within the United States usually must be "admitted to the", i.e. must be granted permission by a particular court system to practice law in that system. Then attorneys are permitted to conduct all aspects of litigation and appear before those where they have been admitted to the bar.

split / attorney/ bar/ lawyer / courts

Remember:

- **The UK and the US: A shared past**

'Common law' first started hundreds of years ago with the Magna Carta in the UK and, as a former British colony, the US shares this common law ideology although it is now based on the US constitution. Both countries apply 'common law' or 'case law' as it is often referred to in the US as a form of authority for legal decisions, by using earlier relevant judiciary rulings for how to apply a law under certain circumstances as a guide for subsequent legal cases (precedent).

- **Common law** is the legal system which is the foundation of the legal systems of most of the English-speaking countries of the world, based on customs, usage and court decisions (also **case law, judge-made law**)
- **Civil law** is the legal system developed from Roman codified law, established by a state for its regulation; area of the law concerned with non-criminal matters, rights and remedies (opposed to criminal law)

7) Check if you know the difference between the following words denoting various legal professionals:

attorney solicitor judge advocate lawyer barrister client counsel

1) A member of the legal profession who can advise clients about the law and represent them in court:

2) US a lawyer:

3) GB a lawyer who is qualified to plead in the higher courts:.....

4) GB a lawyer who advises clients on matters of law, draws up legal documents, and prepares cases for barristers:

5) A barrister or group of barristers who conduct cases in court and advise on legal matters:.....

- 6) A person who speaks on behalf of another in a court of law:
- 7) A public official with authority to hear cases and pass sentences in a court of law:
- 8) Someone who uses the services of a professional lawyer:
- 9)has rights of audience in all courts on contentious matters
- 10)can specialize in different areas of law
- 11) Mostwork on a self employed basis, from chambers.
- 12) In Scotland, advocates..... have a comparable role and have rights of audience in all Scottish courts

8) Combine the nouns in the box with the verbs below to make combinations to describe the work lawyers do. Some of the verbs go with more than one noun.

Cases clients contracts corporations decisions defendants disputes law legislation

- 1 advise
- 2 draft
- 3 litigate
- 4 practise.....
- 5 represent
- 6 research

9) The descriptions of barristers' activities below have been jumbled. Work out the correctly ordered descriptions of barristers' jobs.

Barristers are generally involved in the following range of work activities:

- law interpreting understanding the and;
.....
- mastering cases legal managing and;
.....
- relevant researching law of points;
.....
- opinions writing professionals other and solicitors advising and;
.....
- for cases preparing court;
.....
- court in arguments presenting;
.....
- cross and examining witnesses examining -;
.....
- matters law evidence on of and advising;
.....
- legal drafting documents;
.....
 - Settlements negotiating.....

LEGAL WRITING

Objectives:

To introduce the students to:

- legal English/ 'legalese'?
- the features of legal writings in English
- the plain English movement

Reading Comprehension:

Part I

Section 1

Read the extract below and answer the questions:

We lawyers cannot write plane English. We use eight words to say what could be said in too. We use old, arcane phrases to express commonplace ideas. Seeking to be precise, we become redundant. Seeking to be cautious, we become verbose. Our sentences twist on, phrase within clause within clause, glazing the eyes and numbing the minds of our readers. The result is a writing style that has, according to one critic, four outstanding characteristics. It is: "(1) wordy, (2) unclear, (3) pompous, and (4) dull."

Richard C. Wydick (a professor of law at the University of California-Davis School of Law) *Plain English for Lawyers*

a. Tick ✓ the right answer :

The writer of the above extract:

- enumerates the advantages of Legalese
- is summarizing the characteristics of Legalese
- is calling for the use of simple language in legal writings

b. Two of the underlined words in the above paragraph are misspelt.

Identify the words and correct them:

The wrong word: The correction:

The wrong word: The correction:

c. Three of these words could replace 'characteristics' (L 5). Which ones?

Circle them:

1. specialities 2. peculiarities 3. complexities 4. features 5. Specificities

d. Find the appropriate words from the above extract:

- ancient =
- foggy=
- verbose, i.e. using or containing more words than necessary =
- boring =
- mysterious, enigmatic, difficult to comprehend/to construe =
- vague ≠
- excessively elevated or ornate, showy=

e. Put the words between () into the right tense or form :

Richard Wydick's book, *Plain English for Lawyers*, (to use) 1..... for years to teach law students the art of legal (write) 2..... In fact, plain English (principle) 3..... have been incorporated into the writing curriculum of (more) 4..... law schools. But, it is fair to say that people have objected to the (obscure) 5..... of the legal jargon for many centuries, i.e., well before the 1970s. Indeed, the first major struggle in England to get legal texts into English, the language of the people, rather than French or Latin (date) 6..... as far back as to the Norman Conquest in 1066. The (move) 7.....to make legal language less obscure and more (comprehension) 8.....by the average citizens has also reached the United States where efforts to improve legal language (initiate) 9..... by the Federal government in the 1940s.

Part I Section 2 : Legal language

Legal writing in English has developed over hundreds of years and is characterized by specific features, some of which can make it difficult for the non-lawyer to understand. Characteristics of legal writing include : using Latin terms, using technical terms, using old-fashioned terms not much in general use, using pairs of words('lessor'/ 'lessee'), using legal jargon including the use of pairs of words ('terms and conditions'/ 'null and void'), or triplets ('costs, charges and expenses'/ 'obey, observe and comply with'), having special meanings for words in ordinary use ('the judge determined the facts of the case', where 'determined' means 'decided'), using vague words ('provide a sufficient service'), using long sentences with little punctuation, inverting word order ('title absolute'), using capital letters to signal important or defined terms ('the terms of the Lease....'), avoiding personal pronouns ('you', 'we', 'I'), the specific use of the modal verb 'shall' to impose an obligation or duty on someone ('The tenant shall not sub-let the whole part of the premises'), the use of 'shall' in a directory sense (Notice of an appeal shall be filed within 28 days.)

There is a movement to draft legal text in standard, modern, 'plain' English but any change will be slow.

Older words and modern equivalents:

A number of linking terms are used in older written legal texts to refer to other parts of the same text, to different legal documents, or to related contexts.

The aforementioned/ the foregoing: set out above/ written above	notwithstanding: despite
The undermentioned: set out below/written below	
Hereafter: after this	thereafter: after that
Hereby: in this way/by this	thereby: in that way/by that
Herein: in this document	therein: in that document
Hereof: of this/ concerning this	thereof: of that
Hereto: to this	thereto: to that
Herewith: with this	therewith: with that

1) Find in the text words meaning:

1. Two synonyms used together, doublets
2. A string of three synonyms
3. Terminology, specialized or technical language that is only understood by those who are members of a group or who perform a specific trade:
4. To rent a flat, house or office to someone when you are renting it from someone else:.....
5. Contract for renting a property
6. Proprietor who rents his property
7. Person who pays money for a property he rents:or
8. Building and the land it stands on:

2) **Underline the characteristic features of legal writing mentioned in the above text (for example, using old words) in the following consumer contract terms (1-3). Then complete the revised versions in plain terms (a-c) with appropriate words (or forms of words) from the original terms (1-3). Pay attention to the grammatical context.**

<p>1 This Agreement and the benefits and advantages herein contained are personal to each Member and shall not be sold, assigned or transferred by the Member.</p>	<p>a)is not transferable.</p>
<p>2 Lessor shall not be liable for loss or damage to any property left, stored, or transported by Hirer or any other person in or upon Vehicle either before or after the return thereof to Lessor. Hirer hereby agrees to hold Lessor harmless from, and indemnify Lessor against all claims based on arising out of such loss or damage unless caused by the negligence of Lessor.</p>	<p>b) We are onlyforor damage toleft in theif the loss or damagefrom our</p>
<p>3 Title to property in the goods shall remain vested in the Company (notwithstanding the delivery of the same to the Customer) until the price of the Goods comprised in the contract and all other money due from the Customer to the Company on any other account has been paid in full.</p>	<p>c) We shall retain ownership of theuntil you have finishedfor them.</p>

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Part I Section 3: Legal Latin

Lawyers use Latin words and expressions when writing legal texts of every kind, from statutes to emails. The following excerpt is from the legal document known as an 'answer'. It was submitted to the court by the defendant from Listening 1.

- 1) **Underline the common Latin words and phrases in the text.**
- 2) **Do you know what they mean?**

The claim for breach of contract fails inter alia to state facts sufficient to constitute a cause of action, is uncertain as to what contract plaintiffs are suing on, and is uncertain in that it cannot be determined whether the contract sued on is written, oral or implied by conduct.

The complaint alleges breach of contract as follows: 'At all times herein mentioned, plaintiffs were a part [sic] to the Construction Contract, as well as intended beneficiaries to each subcontract for the construction of the house. In light of the facts set out above, defendants, and each of them, have breached the Construction Contract'. On its face, the claim alleges only that defendants 'breached the Construction Contract'. But LongCo is not a party to the Construction Contract. Therefore, LongCo cannot be liable for its breach. See e.g. GSI Enterprises. Inc. v. Warner (1993)

- 3) **Match each Latin word or expression (1-8) with its English equivalent and the explanation of its use (a-h)**

1 ad hoc	a) thus used after a word to indicate the original, usually incorrect spelling or grammar in a text
2 et alii (et al.)	b) for example used before one or more examples are given
3 et cetera	c) for this purpose often used as an adjective before a noun
4 exempli gratia	d) against (versus is abbreviated to 'v.' in case citations but to 'vs. in all other instances)'
5 id est	e) and others is usually used to shorten a list of people, often a list of authors, appellants or defendants
6 per se	f) and other things of the same kind used to

	shorten a list of similar items
7 sic	g) by itself (often used after a noun to indicate the thing itself)
8 versus	h) that is used to signal an explanation or paraphrase of a word preceding it
Answers:	

4) Match each Latin term (1-10) with its English equivalent

1 defacto	a) among other things
2 ipso facto	b) per year
3 inter alia	c) number of shareholders or directors who have to be present
4 per annum	d) in fact
5 pro forma	e) of one's own right: able to exercise one's own legal rights
6 pro rata	f) proportionally
7 quorum	g) by that very fact itself
8 sui juris	h) as a matter of form
9 Ultravires	i) as follows
10 videlicet (viz)	j) beyond the legal powers of a person or a body

Answers:	

Part II Listening: Documents in courts

1) Listen to a lawyer telling a client about some of the documents involved in his case and answer these questions.

- What claim has been filed against the client?

- Will the case go to trial?

2) Match these documents (1-9) with their definitions (a-i)

1 affidavit	a) a document informing someone that they will be involved in a legal process and instructing them what they must do
2 answer	b) a document or set of documents containing the details about a court case
3 brief	c) a document providing notification of a fact, claim or proceeding
4 complaint	d) a formal written statement setting forth the cause of action or the defence in a case
5 injunction	e) a written statement that somebody makes after they have sworn officially to tell the truth, which might be used as proof in court
6 motion	f) an application to a court to obtain an order, ruling or decision.
7 notice	g) an official order from a court for a person to stop doing something
8 pleading	h) in civil law, the first pleading filed on behalf of a plaintiff, which initiates a lawsuit, setting forth the facts on which the claim is based

9 writ	i) the principal pleading by the defendant in response to a complaint
Answer:	

3) Listen again and circle the documents that the lawyer mentions.

1 answer 2 affidavit 3 brief 4 complaint 5 injunction
6 motion 7 notice 8 pleading 9 writ

4) Match each verb used by the lawyer (1-5) with its definition (a-e)

1 to draft a document	a. To deliver a legal document to someone, demanding that they go to a court of law or that they obey an order
2 to issue a document	b. To produce a piece of writing or a plan that you intend to change later
3 to file a document with an authority	c. To deliver a document formally for a decision to be made by others
4 to serve a document on someone (or to serve someone with a document)	d. To officially record something, especially in a court of law
5 to submit a document to an authority	e) to produce something official
Answer:	

5) Decide which of the nouns in exercise 2 page 13 can go with these verbs. The first one has been done for you

1 draft an answer, a brief, a complaint, a motion, a pleading
2 issue
3 file (with)
4 serve (on someone)
5 submit

6) Circle the best linkers to complete the text below.

Legalese is an informal term for specialized language (**but – yet – or**) jargon of lawyers and of legal documents. (**Because of – Generally – Despite**) used as a pejorative word for written forms of legal English, legalese is characterized (**finally – mainly – although**) by repetition, Latin expressions, inserted clauses, passive verbs (**as well – and – until**) long sentences. In (**both – besides – such as**) the UK and the USA, defenders of plain English have campaigned to reform legalese (**in order to – therefore – firstly**) make legal documents more understandable to the public.

Contract Law

Objectives:

To familiarize the students with:

- the principles of contract formation
- the issue of legal relief (contract remedies)
- the elements that can invalidate a contract
- some types of contract clauses (force majeure, consideration, acceleration, confidentiality, liquidated damages, termination, evergreen)
- Collocations with 'contract'
- The jargon related to contract law

Get started

Name examples of contracts you know.

.....
.....
.....

Part I

Section 1: Elements of a contract

Fill in the gaps with the words given below each paragraph:

Contracts are an important part of everyday life. Working for an employer; insuring your car or your house and even buying a carton of milk are all governed by the law of contract. A contract is an between two or more persons (individuals, businesses, organizations or government agencies) to do, or to refrain from doing, a particular thing in

..... for something of value. Contracts generally can be written, using formal or informal terms, or entirely If one side fails to live up to his/her/its part of the bargain, there's a " " and certain for solving the differences are available. The terms of the contract - the who, what, where, when, and how of the agreement - define thepromises of each party to the contract.

Verbal – remedies – binding -agreement – exchange - breach

The existence of a contract requires finding the following factual elements:

1. Offer

When you ask someone to do something, or offer to do something for a price, you are making an offer. An offer is the first step in forming a contract. The middle step is the other party's of the deal. The last step is -- where you each live up to your side of the bargain. Words, gestures, or actions can signal an offer and its acceptance will mean entering into a contract. However, if you are forced to make an offer ("your money or life") and enter into the contract under, it is not a offer. Similarly, if you are tricked into accepting, misled about the terms of the contract, it will not be acceptance of the terms offered but rather will constitute a fraud in the

Duress - acceptance - inducement – valid - deemed

2. Acceptance

There are three types of acceptance:

Express: a direct agreement, when you say: "I accept your offer."

Implied: usually by, i.e. when the party behaves in such a way which indicates that they agreed to a proposed bargain/offer.

Conditional: (or qualified) acceptance when the offeree proposes some changes to the original offer, i.e. makes a which now must be accepted by the original offeror for a contract to be made.

Counter- offer / conduct

3. Consideration (which can be a promise or payment in some form)

Consideration is a necessary element of a valid contract. For a promise to be as a contract something (some consideration) must be given in exchange for that promise. In other words, the should receive some advantage or benefit or, alternatively, the must suffer some The general rule in English contract law is that without consideration a contract shall be deemed or, to be more precise, there will be no contract concluded at all. There is a metaphor calling consideration to be the price for which the promise of the other is bought.'

Promise - invalid - enforceable - detriment - promisor

4. Intention to be legally bound

There is a presumption for commercial agreements that parties intend to be legally bound (unless the parties state that they do not want to be bound). On the other hand, many kinds of domestic and social agreements are on the basis of public policy, for instance between children and parents.

Expressly - unenforceable

5. Capacity to contract

A person entering into a contract must be of legal age, and not a convict or enemy alien, otherwise the contract is

Sane - voidable

Note: To remember the elements of contract, learn the acronym CIAO! made of the first letters of the five elements of contract, where C is for consideration/capacity to contract, I is for intention, A is for acceptance, and O is for offer.

Section 2: Defences to contract formation

The following elements can invalidate a contract:

Fill in the appropriate prepositions from the box below:

1. Misrepresentation/fraud in the inducement

Misrepresentation means a false statement of fact made by one party to another party and has the effect of persuading that party the contract. For example,/..... certain circumstances, false statements or promises made by a seller of goods regarding the quality or nature of the product that the seller has may constitute misrepresentation. A finding of misrepresentation allowsa remedy of rescission and sometimes damages depending on the type of misrepresentation.

2. Mistake

A mistake is an incorrect understanding by one or more parties..... a contract and may be used as grounds to invalidate the agreement.

3. Duress and undue influence

Duress is the use of threat, force, false imprisonment, violence, economic pressure or other similar means to force a person to do somethingtheir wishes or interests. An innocent party wishing to set aside a contractduress to the person need

only to prove that the threat was made and that it was a reason for entry
the contract. Blackmail or extortion are classic examples of duress.

Undue influence involves one person taking advantage of a position of power
..... another person. It is where free will to bargain is not possible. It may
include insinuation, flattery, trickery, deception.

Over – for (x2) – under – into (x2) – in – to - against

4 Illegality of subject matter

When either the subject matter (e.g. the sale of illegal drugs) or the consideration of a contract
is illegal

5 The lack of legal capacity to contract: When one party does not have the ability to enter
into a legal contract, i.e. is not of legal age, is insane or is a convict or enemy alien

Discuss the following questions with your colleague and elaborate an answer together:

1) What's the difference between consideration and a gift or a donation?

.....
.....

2) Has consideration to be money?

.....
.....

Section 3: Contract remedies

Choose the best word to complete the descriptions below.

Remedies can be divided into:

1. Legal remedies (remedies at law):remedy awarded to the
..... because they adequatelyhim for the loss. '

2. Equitable remedies (remedies in equity):when money does not complete to people who have beenThe main equitable remedies are injunctions and specific performance. (see exercise below)

Injured – relief – claimant – monetary – compensate – granted - provide

Fill in each of the gaps with one word from the box below

1. When a party to contract does not keep the agreements and promises made under the contract aof contract occurs.
2. Money awarded by a court as compensation is
3. A court order to stop doing something is a prohibitive

Injunctions may be mandatory (requiring a person to do something) or prohibitory.

4. A court order compelling a party to perform contractual obligations is called a
5. Money awarded by court is known as a remedy at law orremedy.
6. When there was a defect in contract formation, e.g. influence or the subject matter of the contract was, the court may cancel or the contract.

Specific performance- undue -rescind – illegal - breach – injunction - legal

Section 4: Types of contract clauses:

Complete the sentences with one word from the box below.

1 Another name for a non-disclosure clause is a Clause: a clause concerning the treatment of information as private and not for distribution beyond specifically identified purposes.

2 This confidential information shall not be/ to any third party.

3 '.....clauses' are those clauses which cause automatic renewal unless the contract is terminated.

4 When something unforeseeable, e.g. a pandemic, natural disasters (fire, hurricane, earthquake or volcano eruption, which lawyers generally refer to as Acts of) stops the parties from fulfilling their contractual obligations, they can rely on a forceclause.

5 '.....clause' is a clause in a contract requiring the obligor to pay all or a part of a payable amount sooner than as agreed upon the occurrence of some event or circumstance stated in the contract, usually failure to make payment

6 '.....damages clause' is a clause referring to an amount predetermined by the parties as the total amount of compensation a non-breaching party should receive if the other party breaches a part of the contract (very often in construction contracts)

7 '.....clause' is a clause outlining when and under which circumstances the contract may be terminated.

8 '.....' clause is a clause expressing the cause, motive, price or impelling motive which induces one party to enter into an agreement.

force majeure / consideration / acceleration /
confidentiality/ disclosed / confidentiality/ divulged
liquidated damages / termination / Evergreen

Part II

Collocations: the combination of words formed when two or more words are often used together in a way that sounds correct

Complete the table below using these verbs, which all collocate with the noun 'contract'.

Amend cancel enter into execute modify rescind sign supplement terminate

To form or make a contract valid	To make a contract partly or wholly invalid	To change or add to a contract
.....
.....
.....

Verb forms: Complete the sentences below using the correct form of the verbs in the box.

Breach enter into modify renew sign terminate

1 Minors and the mentally incompetent lack the legal capacity tocontracts.

2 Courts generally rule that if the parties have a meeting of the minds and act as though there was a formal, written andcontract, then a contract exists.

3 The lawsuit claimed that the defendant a confidentiality contract by attempting to sell trade secrets as his own inventions.

4 In English when you want to say to violate the law, a contract or a right, you say to

..... the law, but to a contract or to a right.

5 While fixed-term contracts involve an agreement that the job will last for a specified period of time, provisions are often included to enable the contractif so desired.

6 The committee shall have no authority to change or otherwisecontract language.

Make word combinations using words from the box:

Counter	terms	contract	liability	provisions	
Parties	contractual	essential	offer	contracting	sale

.....

.....

.....

.....

.....

Nouns ending in -or and -ee

Words ending in -or and -ee (such as promisor/ promisee) are commonly found in legal texts of all kinds, but particularly in contracts. In these words, the -or ending indicates the person initiating the action, and the -ee ending the one receiving it. The *promisor* refers to a person making a promise, while the *promisee* is the recipient of the promise, or the person to whom something has been promised. Note that words of this type are also found in everyday English

(for example *employer*, someone giving employment; *employee*, someone receiving employment).

Complete these pairs of -or/-ee words from the preceding reading texts above and from what you know

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|-------------|----------|
| 1. promisor | promisee |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

Fill in the gaps with the correct word from the box below:

1. When the parties end the contract before the agreed date they repudiate or the contract. This happens when one party to the contract does not perform his/her obligations under the contract.
2. When a party wishes to end the contract before the agreed date it must giveto the other party or parties.
3. When a business goes into liquidation, we formally say that ittrading, i.e. ends.
4. The parties may end the contract earlier than it was agreed when one of the parties commits a breach, i.e. serious or significant.
5. When a business is not able to pay its debts, the business is In the UK this word is only used to talk about businesses. To describe a person who cannot pay their debts, the word is used.
6. When you borrow money you/ run up a debt and become a(n) debtor/borrower/obligor

7. A word meaning background or preamble or introduction of a contract is (a)

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8. Archaic word '.....' often used in Recitals means 'taking into consideration the fact that'.

Whereas – recitals- terminate -ceases – notice - insolvent -incur – bankrupt
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MCQ: Choose the synonyms for the missing words. More than one answer may be correct sometimes.

1. When parties enter into a contract they ... a contract.

a) Make b) discharge c) conclude d) execute e) breach

2. A party that breaches a contract is called a party.

a) Injured b) breaching c) defaulting d) aggrieved e) contracting

3. A party that suffers a harm when a contract breached is called a party.

a) Injured b) breaching c) defaulting d) aggrieved contracting

4. When lawyers write a contract, they ... it.

a) Sign b) draft c) breach d) draw up e) instigate

5. When a contract expires , it ...

a) Repudiates b) terminates c) discharges d) rescinds e) executes

6. When a contract ends earlier than it was agreed by the parties, it...

a) Repudiates b) terminates c) discharges d) rescinds e) executes

7. Money awarded by court as compensation is

- a) Damages b) monetary compensation c) financial compensation
- d) pecuniary compensation e) money compensation

7. A oral contract is as valid as a written contract.

- a) in writing b) spoken c) implied d) verbal e) void

8. A contract which is not valid is ...

- a) void b) implied c) oral d) null e) unenforceable

9. Theof this contract is defined as two years.

- a) Terms b) terminology c) term d) length e) notice