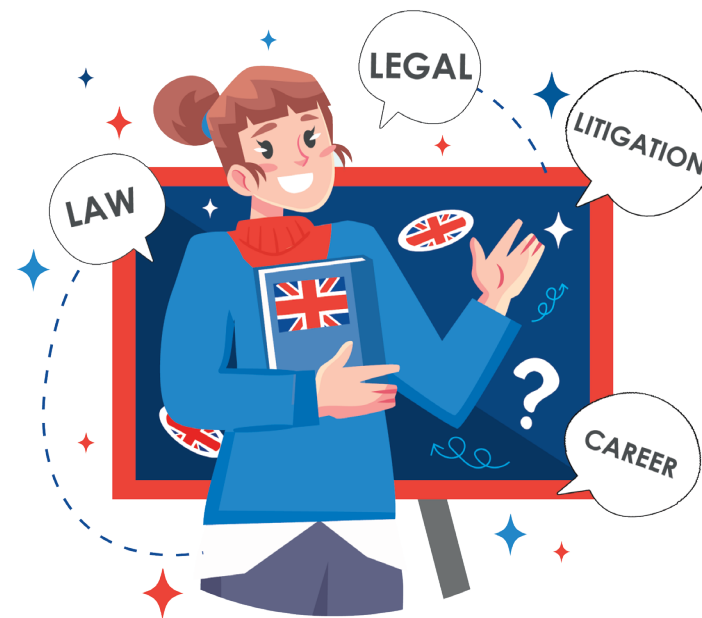


BASICS OF LEGAL ENGLISH

О.В. Налиткина, Л.Е. Прохорова



Учебное пособие

ГОСУДАРСТВЕННЫЙ ИНСТИТУТ ЭКОНОМИКИ, ФИНАНСОВ,
ПРАВА И ТЕХНОЛОГИЙ

О.В. Налиткина, Л.Е. Прохорова

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OF LEGAL ENGLISH**

Учебное пособие



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Учебное пособие предназначено для студентов направления подготовки «Юриспруденция», приступающих к изучению языка профессиональной сферы, а также для широкого круга лиц, изучающих английский язык для его применения в юридической практике. Включенные в пособие методические материалы позволяют освоить лексический минимум в рамках таких тем, как *A Career in Law, Contract Law, Tort Law, Criminal Law*, закрепить его в разнообразных упражнениях, усовершенствовать умения перевода текстов по специальности, а также коммуникативные умения, связанные с использованием разговорной речи и письма в области юриспруденции. Пособие может быть рекомендовано для самостоятельной работы студентов в рамках предложенной тематики.

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ПРЕДИСЛОВИЕ

Данное учебное пособие ориентировано на студентов, специализирующихся в области юриспруденции, а также всех изучающих английский язык, желающих устранить пробелы во владении профессиональной лексикой в сфере права.

Опыт и практика преподавания иностранного языка для специальных целей наглядно демонстрирует необходимость сочетать отечественные и зарубежные учебные пособия, а также адаптировать последние к уровню иноязычной и предметной подготовки студентов, только начинающих осваивать язык будущей сферы профессиональной деятельности.

В его основу положен принцип активного освоения специализированных лексических единиц, овладения умениями перевода специальной литературы, навыками юридического письма и навыками профессионально-ориентированного общения на заданную тематику. Мы предлагаем технологию выполнения специальных упражнений и заданий как средство формирования учебных стратегий и умений в условиях автономной деятельности студентов в общем и самостоятельной работы, в частности.

Учебное пособие состоит из трех разделов. Первый раздел ориентирован на введение лексического минимума, соответствующего приведенной выше тематике, и его отработке в специальных упражнениях.

Второй раздел представляет подборку английских текстов профессиональной направленности с целью закрепления изученной лексики и отработки навыков перевода.

Третий раздел содержит образцы различных профессиональных и юридических документов, а также упражнения, ориентированные на развитие навыков письма.

РАЗДЕЛ 1. VOCABULARY IN USE
A CAREER IN LAW

Wordlist

<i>acquire</i>	приобрести	<i>law firm/practice</i>	юридическая фирма
<i>apply (for)</i>	подать заявление	<i>lawyer</i>	юрист
<i>assignment</i>	задание, работа	<i>legal assistance</i>	правовая поддержка, помощь
<i>benefit</i>	польза, выгода	<i>legal education</i>	юридическое образование
<i>breach</i>	нарушение	<i>legal matters</i>	правовые вопросы
<i>career in law</i>	карьера в области права	<i>legal research</i>	правовые исследования
<i>challenging</i>	сложный	<i>liability (for)</i>	обязательство, ответственность
<i>civil law</i>	гражданское право	<i>litigation</i>	судебный процесс
<i>commercial</i>	коммерческий	<i>offer</i>	предлагать
<i>common law</i>	общее право	<i>optional subject</i>	предмет по выбору
<i>complete a course</i>	закончить курс	<i>partnership</i>	партнерство
<i>competitive salary</i>	конкурентная зарплата	<i>pay course fees</i>	оплатить стоимость курса
<i>compulsory subject</i>	обязательный предмет	<i>personal qualities</i>	личные качества
<i>constitutional law</i>	конституционное право	<i>practical</i>	практический
<i>court (Supreme ~)</i>	суд (Верховный ~)	<i>provide</i>	предоставлять
<i>criminal law</i>	уголовное право	<i>skill</i>	навык
<i>enforcement</i>	обеспечение выполнения	<i>sole practitioner</i>	практикующий юрист
<i>evidence</i>	доказательство, подтверждение	<i>statute</i>	закон
<i>law</i>	право, закон	<i>theoretical</i>	теоретический
<i>law clinic</i>	юридическая консультация	<i>tort law</i>	деликтное право
<i>law degree</i>	диплом юриста	<i>work experience</i>	опыт работы
<i>law faculty</i>	юридический факультет		

<i>Let me start by introducing myself.</i>	Позвольте мне сначала представиться.
<i>I'll keep my talk brief.</i>	Мое выступление будет кратким.
<i>There are ___ main points I'd like to cover today.</i>	Мне бы хотелось охватить ___ основных моментов.
<i>I'd like to outline...</i>	Мне бы хотелось описать в общих чертах...
<i>Feel free to interrupt me at any time.</i>	Можете перебивать меня в любое время.
<i>This brings me to my next point.</i>	Это подводит меня к следующему вопросу.
<i>To summarize, I would like to say...</i>	Подводя итог, я хотел бы сказать...

Starting up

At an English university, Law is divided into different subjects or “branches” for study. What are the names of these subjects in Russian?

Roman Law

Constitutional Law

Criminal Law

Administrative Law

Family Law

Civil Law

Criminology

Criminal Procedure

International Law

Which subjects, do you think, must all students take? (core or compulsory subjects). Which subjects might be optional or elective?

Before reading 1

1. Match the words (1-10) with the Russian equivalents (a-j).

- | | |
|-----------------------|--------------------------------------|
| 1. compulsory courses | a программа обучения |
| 2. degree programme | b местное население |
| 3. elective courses | c правовые исследования |
| 4. law clinic | d обязательные курсы |
| 5. law firm | e правовая помощь |
| 6. law practice | f факультативные курсы |
| 7. legal assistance | g юридическая фирма |
| 8. legal research | h составление юридических документов |
| 9. legal writing | i правоприменительная практика |
| 10. local community | j юридическая консультация |

2. *Translate the following sentences into Russian.*

1. They offered me a one-month training on legal writing.
2. Specialist bodies provide legal assistance and advisory services.
3. Four of the five compulsory courses will be completed by July.
4. Elective courses are conducted on request for groups of three to five students.
5. The Law Clinic is run by law student volunteers.
6. My law practice was built on helping them comply with complex statutory and regulatory regimes.
7. He soon established a large law practice, specializing in family law.

After reading 1

3. *Give the English equivalents:*

(1) интеллектуально стимулирующий; (2) ряд доступных курсов; (3) курсы, охватывающие навыки; (4) рассмотреть такие предметы, как; (5) попробовать работу юриста; (6) узнать больше о правоприменительной практике; (7) полезное введение в работу юриста; (8) нанимать новых работников; (9) способности к языкам; (10) хорошее владение английским языком.

Before reading 2

4. *Match the words (1-15) with their Russian equivalents (a-o):*

- | | |
|------------------------|------------------------------------------|
| 1 legal citation | a уголовный процесс |
| 2 confession | b наложение ареста, конфискация |
| 3 evidence | c обоснование |
| 4 hearsay | d провокация преступления |
| 5 liability | e ссылка на юридические источники |
| 6 negligently | f статья (пункт) договора |
| 7 nuisance | g по неосторожности |
| 8 amendment | h признание |
| 9 privacy | i оспаривание показаний |
| 10 improper conduct | j нарушение общественного порядка |
| 11 rationale | k слухи, показания с чужих слов |
| 12 relevancy | l розыск и задержание |
| 13 seizure | m ненадлежащее / неправомерное поведение |
| 14 surveillance | n ответственность за действия других лиц |
| 15 vicarious liability | o доказательства, показания |
| 16 impeachment | p поправка |
| 17 contract clause | q надзор, слежка |
| 18 entrapment | r конфиденциальность |

19	search and seizure	s	ОТВЕТСТВЕННОСТЬ
20	criminal procedure	t	УМЕСТНОСТЬ

5. *Match the halves of the sentences. Then translate the sentences.*

- | | | | |
|---|-----------------------------------|---|----------------------------------|
| 1 | The judge's ruling was based | a | completely hearsay. |
| 2 | The evidence against them is | b | to sign a confession. |
| 3 | This new information has | c | require a warrant. |
| 4 | Not all seizures by the police | d | such a decision. |
| 5 | He was forced | e | on a legal precedent. |
| 6 | Turner received | f | a citation for reckless driving. |
| 7 | I cannot see the rationale behind | g | no relevancy to the case. |

Before listening 1

6. *Translate the following sentences into Russian.*

1. People here speak very quickly.
2. I have trouble writing, too.
3. We did a lot of writing exercises.
4. We learned a lot of terminology.
5. Our course was more practical – we worked on the language skills that lawyers need: writing, reading, even doing legal research.
6. We had to give presentations about different institutions.
7. Our presentations were on more practical topics.

7. *Give the Russian equivalents:*

(1) common-law system; (2) legal research; (3) language skills; (4) legal system; (5) case briefs; (6) memos.

After listening 1

8. *Translate the following sentences into English.*

1. Мне пришлось привыкать к британскому произношению.
2. Сейчас намного легче, я могу понимать почти все.
3. Обычно я нахожу кого-нибудь, кто может проверить мою работу.
4. Мы выполняли много письменной работы, которую обычно выполняют юристы, например, письма клиентам, служебные записки, и т.д.
5. Я делала презентацию о том, как устроен Верховный Суд США.
6. Мы много читали о законах и правовых системах других стран.
7. Кажется, твой курс был лучше, чем мой.
8. Наш курс был более практичным и направленным на приобретение специальных навыков.

9. *Read and translate the text about legal practitioners.*

A CAREER IN LAW

The legal profession traditionally is one of the most influential professions in all societies. A career as a lawyer can be challenging and rewarding. The law is constantly changing and each day brings new, usually unexpected challenge. The practice of law is by its nature a learning process. The learning continues every day as clients present new problems for lawyer to deal with. It takes years of long hard work and dedication to become a successful lawyer. The reward comes not only from good income but from doing a good job helping your client and seeing the justice is done. There are several types of legal professions in Great Britain:

- Solicitors
- Barristers
- Judges
- Clerks of the Court
- Jury (which is rather a civil duty than a profession).

The most striking feature of the English legal system is the division of the legal profession into two separate branches: barristers and solicitors. These two kinds of lawyers do different jobs in the legal system. In the popular mind, the distinction between solicitors and barristers is that barristers do the court work and solicitors do the office work. In practice, the great amount of court work is done by solicitors, and barristers do much office work.

What do barristers do?

Barristers are the lawyers typically characterized in British television shows because their work strikes producers as more interesting and sexier than solicitors. In certain courts, barristers will wear the traditional wigs and gowns that you are no doubt familiar with. There are around 15,000 barristers working today.

They are hired to represent defendants and plaintiffs in higher courts such as the Crown Court and the Supreme Court. They are controlled by the body called the Bar.

To become a barrister, a person should have several years of learning and then pass special exams (The Bar exams). Every student who wants to become a barrister has, in addition to passing exams, to attend dinners in the Inns or Court. Barristers meet in the Inns to gain more experience in law and to meet their colleagues.

There are four Inns, involving all the barristers:

- Inner Temple;
- Middle Temple;
- Lincoln's Inn;

- Gray's Inn.

Every student who is called to the Bar will normally have eaten at least 36 dinners in his Inn.

Unlike solicitors, barristers do not have the right to form partnerships. They work independently, though they can sit together in one office. A barrister is a rather remote figure and cannot be contacted by a client directly, it can only be done through a solicitor.

Many people believe that barristers are highly-paid "fat cats" (rich, fat gentlemen) where the reality is somewhat different, with 60% of barristers earning around the average wage of the UK.

What do solicitors do?

There are estimated to be around 170,000 solicitors practicing within the United Kingdom. The profession has tripled in size in the last thirty years and politicians have argued that there are too many. They are needed, however.

Solicitors are a person's first point of contact with a lawyer; so if you wish to buy a house, have a death in the family or are in trouble with the police then you will visit your local solicitor. Every town and city in the UK has law firms with teams of solicitors. If the firm is small, a solicitor might work in several fields, but larger firms are split into departments.

Solicitors have typically only been permitted to attend certain courts such as the Magistrate's Court and County Court. This rule is changing as more solicitors are gaining the right to speak in higher courts. Solicitors are controlled by a body called the Law Society.

Solicitors work in partnerships, where each partner is a specialist in a particular branch of law. The highest rank is a Senior Partner.

Judges

The vast majority of judges in Great Britain are unpaid. They are called Magistrates, or Justices of the Peace (JP's). They are ordinary citizens who are selected not because they have any legal training but because they have 'sound common sense' and understand their fellow human beings. They give up their time voluntarily.

A small group of judges are not magistrates. They are called High Court Judges and they deal with the most serious cases, such as those for which a criminal might be sent to prison for more than a year. High Court Judges are paid salaries by the state and have considerable legal training (They are trained as barristers).

Clerks of the Court look after administrative and legal matters in the courtroom.

Find the names of the following professionals in the text.

- the general term for a person trained in the law and authorized to

- advise or represent others in legal matters;
- the person in a court of law who decides how the law should be applied, for example how criminals should be punished;
- a group of, usually twelve, people sworn to deliver a true verdict according to the evidence upon a case presented in a court of law;
- a qualified member of the legal profession who presents and pleads cases in the higher courts;
- a lawyer who advises clients on matters of law, draws up legal documents, prepares cases for barristers, etc., and who may represent clients in certain courts.

Before listening 2

10. Match the English phrases (1-10) with their Russian equivalents (a-j):

- | | | | |
|----|------------------------------------|---|-----------------------------------|
| 1 | to introduce oneself | a | раздавать копии |
| 2 | to graduate from university | b | освещать ч-л во время презентации |
| 3 | to cover smth. in the presentation | c | перейти к |
| 4 | to outline | d | подвести непосредственно к |
| 5 | feel free to interrupt me | e | закончить университет |
| 6 | to hand out copies | f | представляться |
| 7 | to bring to the point | g | подводить итог |
| 8 | to lead directly to | h | подвести к вопросу |
| 9 | to move on to | i | изложить вкратце |
| 10 | to summarize | j | не стесняйтесь перебивать меня |

11. Translate the sentences into English using the phrases from the list above.

1. Давайте перейдем к вопросу выбора программы обучения.
2. Не волнуйтесь, я раздам копии в аудитории.
3. В прошлом году мы закончили университет.
4. Мистер Джерри не осветил все вопросы в своей презентации.
5. Это подвело непосредственно к вопросу нашего участия в конференции.
6. Мне бы хотелось вкратце изложить проблему.

12. Read the transcripts for the audios 1.2 and 1.3 (Introduction to International Legal English, page 125) and write down the phrases for:

1. Welcoming the audience.
2. Introducing yourself.
3. Introducing the topic.
4. Telling the audience why they should be interested in the topic.

5. Telling a short personal story.
6. Giving an overview of the talk.
7. Introducing the main point.
8. Concluding the presentation.

Add phrases to each position from the list below:

there will be time for questions at the end of the presentation; let me briefly introduce myself; it's good to see you all here; well, that's all I wanted to say on that topic; today I'd like to talk to you about...; if I have any questions, I'll be happy to answer them now; today I am here to talk to you about...; I'd like to finish now by thanking you all for your attention; I'm very pleased to be presenting to you today; first of all, I'll give you a brief overview of...; my presentation is divided into three main sections; that brings me to the end of my presentation; let me illustrate that from my own experience.

Language Skills Development

Speaking practice

Get ready to give a presentation on one of the following topics:

1. The courses at your university.
2. Legal professionals.
3. Law firms.

Render the text

Грейс-инн (Gray's Inn) – это интересное, необычное и яркое место. Старинные стены окружают зеленые газоны, бродят студенты, то тут, то там пробегают юристы, одетые в черные адвокатские мантии. Да, париков они сейчас уже не носят, а вот мантии попадаются.

Грейс-инн – один из пяти сохранившихся в Лондоне иннов. Лондонские инны исходно создавались как место для жительства юристов, работавших в Королевском и Канцлерском судах, которые находились неподалеку, потом начали обучать студентов-юристов. Постепенно инны превратились во что-то вроде профессиональных ассоциаций, и с тех пор любой юрист, который хочет выступать в суде, должен быть членом инна. Три из иннов находятся в Холборне – юридическом районе, и Грейс-инн – один из них. Он, кстати, когда-то был самым влиятельным.

Здесь учился Фрэнсис Бэкон, здесь Шекспир впервые поставил одну из своих пьес – «Комедию ошибок», здесь работали многие знаменитые юристы и политики.

CONTRACT LAW

Wordlist

<i>accept / make / reject an offer</i>	принять / сделать / отклонить предложение	<i>injunction</i>	судебный запрет
<i>acceptance</i>	акцепт	<i>injured party</i>	пострадавшая сторона
<i>agree on essential terms</i>	договориться об основных условиях	<i>legality</i>	законность
<i>agreement</i>	соглашение, договор, контракт	<i>legally binding</i>	юридически обязательный
<i>amend an agreement</i>	вносить изменения в договор	<i>negotiate a contract</i>	обсуждать условия договора
<i>assignment</i>	передача прав	<i>notify in writing</i>	уведомлять письменно
<i>breach</i>	нарушать договор, нарушение	<i>obligation</i>	обязанность, обязательство
<i>capacity</i>	правоспособность, дееспособность	<i>offer/ offeror/ offeree</i>	оферта/ оферент/ акцептор
<i>compensation for expected benefit</i>	возмещение упущенной выгоды	<i>party/parties</i>	сторона / стороны договора
<i>consideration</i>	встречное удовлетворение оферты	<i>rejection</i>	отклонение оферты
<i>contract</i>	договор, контракт	<i>remedy</i>	средство судебной защиты
<i>contract clause</i>	пункт договора	<i>rescission</i>	расторжение договора
<i>counteroffer</i>	встречное предложение	<i>restitution</i>	возмещение убытков; возврат утраченного
<i>covenant</i>	статья договора, условие договора	<i>right</i>	право
<i>damage/ losses</i>	убытки	<i>sign a contract</i>	подписать договор

<i>damages</i>	компенсация за убытки	<i>specific performance</i>	исполнение договора в натуре
<i>draft a contract</i>	составить договор	<i>subject matter</i>	предмет договора
<i>enforceable</i>	имеющий законную силу	<i>sue</i>	подавать иск в суд
<i>enter into a contract</i>	вступить в договорные отношения	<i>term</i>	срок действия
<i>enter into effective</i>	вступить в законную силу	<i>terms</i>	условия договора
<i>execute/ perform a contract</i>	исполнять договор	<i>transaction</i>	сделка, соглашение
<i>file a lawsuit</i>	возбуждать судебное дело	<i>warranty</i>	второстепенное условие
<i>Sorry, I don't follow you.</i>		Извините, я не понимаю, о чем вы говорите.	

Starting up

When discussing or studying law, we often think of contracts as elements of the corporate world, forgetting that they are also an essential part of our daily life. There may be certain exchanges (such as renting an apartment) that require written documents as contracts, but there are a lot of activities that imply “contractlike” obligations or are simply informal contracts even though there is no written agreement.

List six exchanges covered by contracts, such as the sale of a house. What common elements do the exchanges have?

List six contractlike exchanges, such as buying a loaf of bread, going to the movies, or lending someone some money. Are there any similarities among those activities?

Decide on items that should be included in a contract or contractlike exchanges.

There are many kinds of unwritten agreements between people, which the law of most countries describes as contracts.

Contract - agreement

The difference between the words **contract and agreement**: every contract is an agreement but not all agreements are contracts.

Before reading 1

1. Match the terms (1-10) with the Russian equivalents (a-j).

- | | | |
|-----------------------|---|----------------------------------|
| 1. offer | a | встречное удовлетворение условий |
| 2. offeror | b | предмет договора |
| 3. offeree | c | взаимное согласие |
| 4. acceptance | d | встречное предложение |
| 5. consideration | e | оферта |
| 6. competent parties | f | акцепт |
| 7. subject matter | g | лицо, делающее предложение |
| 8. mutual agreement | h | лицо, принимающее предложение |
| 9. mutual obligations | i | компетентные стороны |
| 10. counteroffer | j | взаимные обязательства |

While Reading 1

2. In the text, find the English equivalents for the Russian words.

(1) права и обязанности; (2) нарушить контракт; (3) подать иск; (4) сторона, нарушившая контракт; (5) присудить компенсацию; (6) средство судебной защиты; (7) действительный (надлежаще оформленный) договор; (8) юридически обязательный договор; (9) переуступка права; (10) пострадавшая сторона.

After reading 1

3. Fill in the gaps using the words from the list: consideration, injured party, subject matter of the contract, rights transfer, legally binding.

1. If there is a disagreement between companies, the _____ will take legal action against breaching party.
2. An offer and acceptance alone don't create a _____ contract.
3. Without _____ an offer and acceptance represent merely naked unenforceable promise.
4. The _____ in question is also of relevance.
5. Previously, certain provisions of the draft contract referred to the time of the _____.

Before Reading 2

4. Match the terms (1-8) with their definitions (a-h).

- | | | |
|-----------------------|---|-------------------------------------------------------|
| 1. award | a | a method of legally solving a problem or disagreement |
| 2. breach of contract | b | a sum of money that a court of law decides is |

		owed by a company or person to someone they have treated unfairly
3. damage	c	the act of using a lawyer or a court to help settle a disagreement
4. damages	d	a violation of any of the agreed-upon terms and conditions of a binding contract
5. legal action	e	a decision of a court of law for setting the claims of the parties in disagreement
6. remedy	f	the return of items stolen or lost
7. restitution	g	an order commanding a party who has broken the contract to do exactly what was written
8. specific performance	h	to harm or spoil something:

After Reading 2

5. *Complete the sentences with the terms from the table above.*

1. If one of the parties does not fulfill their promise in the contract, that is called _____.
2. Unlike other remedies, _____ is a remedy that does not rely on monetary damages for compensation.
3. Even though the firm was acquitted, _____ was done.
4. They want the rival company to withdraw the product and pay _____ for the losses.
5. Lawyers say the company probably has grounds for _____ under the Trades Description Act.

After Reading 1, 2

6. *Translate the statements from English into Russian and decide whether they are True or False.*

1. Things that were said but never written down cannot be described as a contract.
2. Duress may make a contract unenforceable.
3. A contract to commit a murder, to rob a bank, or to steal a car is void as a matter of law.
4. Certain types of contracts in order to be enforceable must be written and signed.
5. The injured party may expect to get restitution.

7. *Translate the following sentences into English. Pay attention to the vocabulary.*

1. Предложение может быть отозвано, в любой момент лицом, сделавшим его (оферентом).
2. Вы не имеете права подписывать контракт с несовершенно-

летним.

3. В странах общего права, обычным судебным решением в случае нарушения контракта, является приказ об исполнении договора в натуре.
4. Вам следует внимательно прочитать контракт, прежде чем подписывать его.
5. Какое средство судебной защиты обычно используется в вашей стране?

Before Reading 3 and Listening 3

7. Study the following text.

What should Be Included in a Contract?

1. The **heading** is a title for the agreement. e.g. Distribution Agreement; Sales Agreement.
2. The **exordium** names the parties and the action. e.g. This Agreement is made the 1-st day of October 2020 between Green Woods Ltd (hereinafter referred to as “the Purchaser”) and Matching Garden Ltd (hereinafter referred to “the Vendor”). You may also find business addresses and country of incorporation in this paragraph too.
3. The **recitals** are designed to give additional information about the parties involved. Also known as **Background** or **Preamble**, these paragraphs are usually introduced by the word WHEREAS. (in capital letters).
4. **Operative provisions or the body of the contract** contain the words of the parties’ agreement. e.g. The Parties agree as follows: This part of the contract contains various clauses which create **rights and obligations**, or create and transfer interests in property.
5. **The definitions** are given of any terms that the parties feel should be explained in detail. e.g. In this agreement, the term *Products* shall include all items listed.
6. Interpretation aims to assist in the interpretation and construction of the whole contract by referring to specific uses.
7. **Condition precedent clause** stipulates or imposes obligations on the relevant party to procure the satisfaction of the condition. e.g. The sale and purchase hereby agreed is conditional upon and subject to the following conditions being satisfied on or before the Completion Date.
8. **Consideration** sets out the consideration provided by the parties.
9. **Other operative clauses** include **warranties**, limitation and exclusion clauses.

In a contract of sale, the subject matter is “goods”. There are millions of sale transactions which occur in the normal course, all around the world. There are certain provisions which need to be fulfilled because it is

demanded by the contract. These prerequisites can either be a condition and warranty. **The condition** is the fundamental stipulation of the contract of sale whereas **Warranty** is an additional stipulation.

	<i>Condition</i>	<i>Warranty</i>
What is it?	It is directly associated with the objective of the contract.	It is a subsidiary provision related to the object of the contract.
Result of breach	Termination of contract.	Claim damages for the breach.
Violation	Violation of condition can be regarded as a violation of the warranty.	Violation of warranty does not affect the condition.
Remedy available to the aggrieved party on breach	Repudiate the contract as well as claim damages.	Claim damages only.

8. Match the phrases and their functions for the letter of advice.

- | | | |
|---------------------------------------|---|------------------------------------------------------------------------------------------------------|
| 1. Refer to the subject matter. | a | The statute gives wide leeway...The law in this jurisdiction requires... |
| 2. Summarize the facts. | b | The legal issue seems to be... |
| 3. Identify the legal issue. | c | We therefore believe that... The courts may hold that... |
| 4. Refer to the relevant legislation. | d | Thank you for instructing us on the above matter...You have requested advice concerning... |
| 5. Refer to previous court decisions. | e | The court has held that...We have not found cases or interpretations of this law which argue that... |
| 6. Draw conclusions. | f | Based on the information provided to us, we understand that... |

After Reading 3

9. Study the following agreement and say whether the statements after it are True (T) or False (F).

The Agreement is made on 25 February 2023 by and between InnoVomachines (the Manufacturer), having its registered office at 35 Alto str., Malaga, Spain, and InterExchange (the Distributor) registered at 7 Major Av., Brighton, the UK.

The parties agree as follows:

The Manufacturer appoints the Distributor as its exclusive distributor for excavators (the Products) and grants to the Distributor the right to perform the whole range of services in the UK.

The Agreement shall commence on 1 March 2023 and shall be for two years. Thereafter, the Agreement shall be renewed annually and automatically unless a written notice of termination is provided by either party.

The Distributor shall have exclusive distribution rights for the Products and shall promote their sale, process orders and deliver to clients.

The Distributor agrees to purchase the products from the Manufacturer at 10% discount off the sales price. The payment shall be made in euros.

The Manufacturer agrees to accept returns of up to 15% of unsold Products that must be in saleable condition.

1. There are two parties to the contract.
2. The product is not specified in the agreement above.
3. The parties will have to meet every year to discuss new conditions.
4. Nobody besides the distributor is allowed to sell the products made by InnovoMachines.
5. The manufacturer must take back any products not sold by the distributor.

10. Write an e-mail of advice.

First, study the sample provided in Ex.32, p.26 (Introduction to International Legal English). Pay attention to the structure and special phrases. Then go to p.118. Study the facts of the case and write a letter of advice to any party of your choice. You will find useful vocabulary and further information in the Writing Bank.

Language Skills Development

Speaking practice

Get ready to give a talk on one of the following topics:

1. Contract law (some of the main features).
2. Remedies for breach of contract.
3. Conditions and warranties.

Render the text

Брачный контракт – это юридическое соглашение пары перед или после вступления в брак.

Зачем нужен договор

Успешные богатые пары договариваются по важным вопросам с самого начала, часто брачный контракт оформляют в письменной форме и заверяют юридически. Это может дать браку больше шансов на успех. Во многих пунктах контракта прописано, что произойдет с финансами пары в случае развода. Тем не менее, брачные контракты могут оговаривать больше, чем просто, кто и что получает в случае

распада семьи.

Благодаря письменному документу заключение брака и создание семьи сопоставимо с управлением компанией или запуском очень важного проекта. Некоторые из наиболее важных проблем, которые пары должны согласовать на раннем этапе, включают интимные и романтические потребности, семейные ограничения и кто за что платит.

Большинство разводов происходит из-за супружеских измен. Пары, которые сталкиваются с реальностью этой угрозы и заранее оговаривают такую возможность, имеют наибольшие шансы на успех. Некоторые успешные пары в своих брачных договорах прописали довольно странные требования.

TORT LAW

Wordlist

<i>appeal</i>	апелляция, обжаловать	<i>libel</i>	клевета в печатных изданиях
<i>assault</i>	словесное оскорбление, угроза физическим насилием	<i>litigant</i>	сторона в судебном процессе
<i>battery</i>	нанесение побоев, избиение	<i>loss of earnings capacity</i>	утрата трудоспособности
<i>be liable for smth</i>	быть ответственным за что-либо	<i>monetary damages</i>	денежная компенсация
<i>bodily injury</i>	телесное повреждение	<i>negligence</i>	халатность
<i>bring an action</i>	возбуждать дело; выдвигать обвинение	<i>negligent</i>	совершенный по неосторожности
<i>civil liability</i>	гражданско- правовая ответственность	<i>nuisance</i>	нарушение обществ. порядка
<i>civil wrong = tort</i>	гражданское правонарушение	<i>offence</i>	правонарушение, преступление
<i>claim</i>	заявлять требование	<i>out-of-court settlement</i>	мировое соглашение
<i>claimant (plaintiff)</i>	истец	<i>proximate cause</i>	непосредственная причина
<i>commit a tort</i>	совершить правонарушение	<i>punitive</i>	карательный, штрафной
<i>conviction</i>	осуждение обвинительный приговор	<i>remedy</i>	средство судебной защиты; исправлять
<i>defamation</i>	клевета	<i>retraction</i>	отказ, отречение
<i>defendant</i>	ответчик; обвиняемый	<i>reverse the decision</i>	отменить решение
<i>deter from</i>	удерживать	<i>satisfy the</i>	удовлетворять

<i>doing smth</i>	от ч-л	<i>injured</i>	требования пострадавшего
<i>false accusation</i>	ложное обвинение	<i>slander</i>	клевета (в устной форме)
<i>find for smb</i>	решить в чью-то пользу	<i>standard of proof</i>	критерий доказанности
<i>fraud</i>	мошенничество	<i>strict liability</i>	объективная ответственность
<i>fraudulent misrepresentation</i>	преднамеренное введение в заблуждение	<i>suffer actual loss</i>	нести фактические убытки
<i>frivolous</i>	необоснованный	<i>tortfeasor</i>	правонарушитель
<i>harm to (a person / property)</i>	вред, ущерб (человеку / имуществу)	<i>tortious conduct</i>	противоправное поведение
<i>harmful behavior</i>	поведение, наносящее ущерб	<i>trespass (to land)</i>	нарушение границ владения
<i>injunction</i>	судебный запрет	<i>try a case</i>	рассматривать дело
<i>intentional</i>	преднамеренный, умышленный	<i>unfair business practice</i>	недобросовестное ведение бизнеса
<i>interfere</i>	вмешиваться	<i>violate law</i>	нарушать закон
<i>interference</i>	вмешательство	<i>wrongdoer</i>	правонарушитель
<i>lack of reasonable care</i>	отсутствие разумной предосторож- ности	<i>wrongdoing</i>	правонарушение
<i>liability</i>	ответственность	<i>wrongful</i>	противоправный; неправомерный

Starting up

1. Find the English equivalents for the Russian nouns:

- 1) действие, поступок, деяние;
- 2) возмещение убытков, компенсация;
- 3) ущерб, вред;
- 4) сторона.

2. What do you think these words mean?

- | | | |
|---|------|----------------------------------------------------------------------------------------------------------------|
| 1 | tort | a a German or Austrian cake
b a debt owed to the creditor
c a civil wrong or private injury not based in |
|---|------|----------------------------------------------------------------------------------------------------------------|

- | | | |
|---|------------|-------------------------------------------------------------------------------------------------------------------------------------|
| | | contract law |
| 2 | intent | a the desire to cause a certain result
b the singular form of the word intense
c the action of committing a tort |
| 3 | negligence | a forgetfulness
b willful misconduct
c breach of a duty that proximately caused an injury |
| 4 | defamation | a a military invasion
b making public a statement that harms someone's reputation
c financial compensation for loss or injury |
| 5 | trespass | a an interference with private property
b physical or economic harm or loss
c a breach of duty towards other people generally |

Tort is a wrongful act that causes harm to another person for which the injured party may request damages.

Tort law is the body of law that deals with civil wrongs, except those that arise from contract problems. The purpose of torts is to compensate an injured party through the award of damages for the injuries incurred during a tortious (a violation of tort) act.

Before reading 1

3. Match the word combinations (1-8) with the Russian equivalents (a-h)

- | | | |
|---------------------------------|---|--------------------------------------|
| 1. civil wrong | a | правонарушение по неосторожности |
| 2. contractual relations | b | денежная компенсация |
| 3. injured party | c | гражданское правонарушение |
| 4. fraudulent misrepresentation | d | противоправное поведение |
| 5. medical expenses | e | пострадавшая сторона |
| 6. monetary damages | f | мошенническое введение в заблуждение |
| 7. negligent torts | g | расходы на лечение |
| 8. tortious conduct | h | договорные отношения |

While Reading 1

4. In the text, find the English equivalents for the Russian words.

- 1) присуждение возмещения убытков; 2) умышленные нарушения; 3) нарушение правил дорожной безопасности; 4) ответственность за изготовление бракованной продукции; 5) совпадения между деликтным и уголовным правом; 6) подать иск в суд; 7) прекратить противоправное поведение; 8) наказать правонарушителя; 9) препятствовать совершению противоправных поступков; 10) потеря трудоспособности.

After reading 1

5. Complete the following sentences using the words from the list: liable, damages, tortfeasor, trespass, intentional.

1. He was accused of _____ after he entered the company premises.
2. Did you do it by accident or was it _____?
3. As the injured party, you have the right to sue for _____.
4. In a negligent tort, the _____ is found to be liable for taking improper care.
5. The sellers were _____ for all the damage.

Before reading 2

6. Match the words (1-8) with the Russian equivalents (a-h).

- | | | |
|----------------|---|---------------------------|
| 1. claim | a | истец, заявитель |
| 2. defendant | b | вынести решение в пользу |
| 3. deliberate | c | аргументация, обоснование |
| 4. find for | d | правовой вопрос |
| 5. legal issue | e | ответчик |
| 6. plaintiff | f | решение |
| 7. ruling | g | иск, заявление |
| 8. reasoning | h | умышленный |

7. Translate the following sentences into Russian.

1. The jury found for the defendant.
2. The ruling is expected in September 2020.
3. This reasoning is problematic in several aspects.
4. Though it is not a key legal issue, it has practical implications.
5. The plaintiff claimed damages for the financial losses suffered through breach of copyright.

After reading 2

8. Translate the following sentences into English.

1. Ответчик виновен в умышленном повреждении собственности.
2. Суд постановил выплатить истцу денежную компенсацию в размере \$300,000.
3. Решение суда может быть обжаловано в течении 30 дней.
4. Частные лица могут подать гражданский иск в связи с тем или иным правонарушением.
5. Никто не знает, что явилось непосредственной причиной взрыва.

Before listening 2, 3

9. Give the terms to the definitions.

1. _____ spoken statement which damages someone's character;

2. _____ interference with one's interest in his or her good reputation and name;
3. _____ a written statement which wrongly accuses someone of something;
4. _____ taking back a statement or admitting that it was false.

While listening 2, 3

10. Match the sentence halves from the listening task.

- | | |
|------------------------------------------|-----------------------------------------------------|
| 1 We can advise people | a to replace my laptop. |
| 2 ...what we do is discuss the case with | b their computers were rubbish... |
| 3 They refused | c on certain areas of the law... |
| 4 I threatened to write | d to sue me for defamation... |
| 5 I was determined | e with the client and then consult with the lawyer. |
| 6 I told everyone that | f to as many mailing lists as possible. |
| 7 They are threatening | g to get my money back |

After listening

11. Decide whether the following is True or False for an effective lawyer-client interview.

1. A lawyer should plan the interview in advance.
2. A strong foundation of trust and rapport between client and lawyer is important.
3. The client should not give the lawyer the basic facts and circumstances nor his goals, interests.
4. A lawyer should allow the client the chance to explain the situation in his own way.
5. It is not necessary for a client to understand the risks involved in taking legal actions.

12. Put the sentences from the reply to the demand letter in the correct order using the guidelines in Exercise 35 (Introduction to International Legal English).

- A** Our client contends that your allegations are false and we have advised him that the purpose of your letter was to threaten him and stop him from bringing a claim against Carmecom.
- B** We intend to commence proceedings against your client in the County Court.
- C** We represent Charles Tholthorpe in relation to an incident that took place at Carmecom Ltd. Store and subsequent allegations of defamatory action on his part.
- D** We write to advise that we will represent Mr. Tholthorpe in any further

proceedings.

E Our client denies your allegation that he ever carried a bag from one of Carmecom's competitors.

F We look forward to hearing from you.

G According to Sales of Goods Act, Carmecom was required to inform the customer of any defects.

H Our client's conduct cannot reasonably be considered as defamatory since the statements that he made were not in fact slanderous considering your clients dishonest conduct towards him.

Language Skills Development

Speaking practice

Get ready to give a talk on one of the following topics:

1. What is tort and tort law?
2. Types of torts.
3. Defamation.

Render the text

Эту Юридическую клинику можно назвать одной из самых молодых, она была открыта в 2017 году. За это время в ней провели около 200 консультаций. Клиника работает по будням с 18:00 до 21:00. Обращение можно отправить через Интернет, однако консультаций в онлайн-формате здесь не оказывают.

Практику в Юридической клинике могут пройти все студенты юридического факультета. Они помогают гражданам с разными проблемами, среди самых распространенных отраслей права – гражданский процесс, гражданское право, жилищное право, защита прав потребителей, земельное право, право соцобеспечения, трудовое право. Однако также в клинике занимаются административным, банковским, налоговым, наследственным, предпринимательским, семейным правом, а также оказывают помощь некоммерческим организациям.

Студенты в клинике, помимо консультирования, занимаются мониторингом законодательства, анализом судебной практики, подготовкой процессуальных документов, а также правовых заключений по жалобам граждан

CRIMINAL LAW

Wordlist

<i>accused</i>	обвиняемый	<i>jury</i>	коллегия присяжных
<i>armed robbery</i>	вооруженное ограбление	<i>kidnapping</i>	похищение человека
<i>arson</i>	поджог	<i>misdemeanor</i>	правонарушение
<i>battery</i>	побои	<i>money laundering</i>	отмывание денег
<i>be acquitted</i>	быть оправданным	<i>murder</i>	убийство
<i>bribery</i>	взятка, подкуп	<i>punishment</i>	наказание
<i>bring a suit</i>	возбудить дело	<i>obstruction of justice</i>	Воспрепятствование осуществлению правосудия
<i>burglary</i>	кража со взломом	<i>parole (put on ~)</i>	условно-досрочное освобождение
<i>charge with</i>	обвинять	<i>petty theft</i>	мелкая кража
<i>claimant</i>	истец	<i>phishing</i>	незаконное получение информации
<i>commit a crime</i>	совершить преступление	<i>place on a community service order</i>	приговорить к общественным работам
<i>crime / offence</i>	преступление	<i>probation</i>	условный срок
<i>criminal / offender</i>	преступник	<i>proscribe</i>	запрещать
<i>data breach</i>	утечка данных	<i>prosecution</i>	уголовное преследование
<i>defendant</i>	ответчик, обвиняемый	<i>prosecutor</i>	прокурор
<i>domestic violence</i>	домашнее насилие	<i>prove / proof</i>	доказывать / доказательство
<i>drug trafficking</i>	контрабанда наркотиков	<i>rape</i>	изнасилование
<i>embezzlement</i>	хищение, растрата	<i>render a verdict</i>	выносить приговор
<i>execute</i>	казнить	<i>sentence</i>	приговор, выносить приговор

<i>execution</i>	казнь	<i>scam</i>	афера, мошенничество
<i>felony</i>	тяжкое преступление	<i>skimming</i>	подделка пластиковых карточек путем переноса данных
<i>find guilty</i>	признать виновным	<i>suspend the sentence</i>	отсрочить исполнение приговора
<i>forgery</i>	подделка	<i>tax evasion</i>	уклонение от уплаты налогов
<i>fraud</i>	мошенничество	<i>trial</i>	судебный процесс
<i>identity theft</i>	кража личных данных	<i>victim</i>	жертва
<i>imprisonment</i>	тюремное заключение	<i>white-collar crime</i>	преступность «белых воротничков»
<i>insider dealing</i>	торговля цен- ными бумагами с использовани- ем конфиден- циальной инф.		

Starting up

1. Match the words (1-20) with the Russian equivalents (a-t).

- | | |
|---------------------|-----------------------------------------------|
| 1 armed robbery | a подделка |
| 2 arson | b вандализм |
| 3 battery | c уклонение от уплаты налогов |
| 4 burglary | d контрабанда наркотиков |
| 5 bribery | e вооруженное ограбление |
| 6 domestic violence | f отмывание денег |
| 7 drug trafficking | g мошенничество |
| 8 embezzlement | h изнасилование |
| 9 extortion | i кража со взломом |
| 10 forgery | j домашнее насилие |
| 11 fraud | k побои |
| 12 homicide | l похищение человека |
| 13 insider dealing | m хищение, растрата |
| 14 kidnapping | n незаконное использование деловой информации |

15	money laundering	o	непредумышленное убийство
16	manslaughter	p	преследование
17	rape	q	вымогательство
18	stalking	r	убийство
19	tax evasion	s	взяточничество
20	vandalism	t	поджог

2. *Translate the following sentences into Russian.*

1. The burglary took 10 minutes to complete after which the burglars left the house host unharmed.
2. A father, who was granted the right during a divorce to see his daughter at weekends, kidnapped her.
3. Jack Thatcher has spent most of his life in prison for various offences – theft, vandalism, alcohol abuse.
4. In Scotland, embezzlement is covered by common law offence.
5. The painting is eighteenth century, unless it's a forgery.
6. Corruption facilitates drug trafficking and undermines government efforts to fight it.
7. The country welcomed amendments to legislative acts to combat domestic violence.
8. A person is guilty of manslaughter if he recklessly causes the death of another human being.
9. Such fraud benefits the key gold traders.
10. I believe, both of them are involved in money laundering.

After reading

3. *Give the English equivalents:*

- (1) совершить преступление; (2) вынести приговор; (3) подать иск; (4) урегулировать спор; (5) приговорить правонарушителя; (6) приостановить исполнение приговора; (7) привести к уголовной ответственности

4. *Translate into English.*

1. Такое поведение может привести к уголовной ответственности.
2. Если ты погасишь задолженность, они приостановят это дело.
3. Судья готов огласить приговор.
4. Он не совершал преступление. Я в этом уверен.
5. Почему они приговорили правонарушителя к такому суровому наказанию?
6. Посредник принимает во внимание все аспекты дела для того, чтобы урегулировать спор.
7. Они не подали бы иск, если бы работодатель заплатил бы им.

After reading

5. Match the words with their Russian equivalents.

- | | |
|----------------------------------|---------------------------------------------|
| 1 execution | a условно-досрочное освобождение |
| 2 corporal punishment | b преступный умысел |
| 3 imprisonment | c перевес доказательств |
| 4 parole | d бремя доказывания |
| 5 impose a fine | e казнь |
| 6 community service order | f тюремное заключение |
| 7 public-order crimes | g телесное наказание |
| 8 actus reus | h баланс вероятностей |
| 9 burden of proof | i преступление против общественного порядка |
| 10 mens rea | j выполнение общественно-полезных работ |
| 11 balance of probabilities | k преступное деяние |
| 12 preponderance of the evidence | l наложить штраф |

6. Complete the sentences with the words from the previous exercise. Translate them into Russian.

1. The law can punish criminals in many different ways, but the worst punishment a court can give is _____.
2. _____ is lower in civil cases.
3. They were sentenced to 6 years' _____.
4. He robbed a bank while out on _____.
5. These two elements are _____ consisting of killing, or causing serious bodily or mental harm.
6. _____, also referred to as "intent," was to kill Mr. Kaufman.
7. The court imposed a _____ of 150 hours on the leader and sentenced his three co-defendants to 200, 180 and 100 hours respectively.

Before listening and reading 2

7. Match the words (1-12) with their Russian equivalents (a-l).

- | | |
|--------------------------|------------------------------------------------------|
| 1. approve of | a финансовые потери |
| 2. corporate malfeasance | b использование деловой информации в корыстных целях |
| 3. corporate structure | c офисные / преступления белых воротничков |
| 4. engage in | d скандал вокруг сбережений и займов |
| 5. financial losses | e резонансные / громкие дела |

6	heinous	f	корпоративные/ должностные преступления
7	high-level employees	g	участвовать
8	high-profile cases	h	одобрять
9	insider dealing	i	тяжкий, ужасный
10	investment environment	j	высокопоставленный сотрудник
11	savings and loan scandal	k	корпоративная структура
12	white-collar crime	l	инвестиционная среда

After listening 2

8. Match the halves of the sentences and translate them into Russian.

- | | | | |
|----|-----------------------------------------------|---|------------------------------------------------------------------|
| 1. | We are seeing a lot of crimes | a | right up among the most heinous and violent street crimes. |
| 2. | The opportunities for | b | white-collar crime on investment environment. |
| | It is becoming more | | |
| 3. | common for large corporations | c | failed, resulting in huge financial losses. |
| | In the 1980s and 1990s | | |
| 4. | many of savings and loan scandals | d | white-collar crime have increased with the growth of technology. |
| | In terms of the number of | | |
| 5. | victims, white-collar crime ranks | e | to engage in illegal activity. |
| 6. | A lot of people were affected | f | committed by high-level employees. |
| 7. | Today, we are uncovering a lot from the | g | either directly or indirectly by corporate malfeasance. |
| 8. | Slow recovery of the economy is the effect of | h | high levels of the corporate governance. |

After reading 2

9. Find in the text the English equivalents for:

- (1) злоупотребления на рынке; (2) закрытая информация; (3) стать осведомленным; (4) должностные лица компании; (5) передавать обязанности; (6) сообщение о ликвидации; (7) предложенная сделка; (8) решение трибунала; (9) полная и конкретная информация.

10. Match the kinds of **identity theft** with the definitions.

- 1 bin a taking (the property of another) without right or permissi

	raiding	on
2	pretexting	b looking over someone's shoulder while they are entering their PIN when using a debit card
3	skimming	c completing a "change of address form" to divert mail to another location
4	changing addresses	d searching through people's household rubbish on the hunt for personal information that can be used to carry out fraud
5	stealing	e obtaining credit card information usually by using a special device
6	shoulder surfing	f pretending to be someone else, telling a lie, or creating some other deception to acquire someone's information

11. Complete the sentences with some terms from the exercise above.

1. In 2017, the number of ATMs and point-of-sale devices that were used for ____ increased by 10%, according to the latest data.
2. Cash machines should be checked regularly to prevent being fitted with ____ devices.
3. _____ can be done at a distance with binoculars, using a closed-circuit TV (ceiling or wall, inside the ATM machine) or when someone is close enough to you to listen or observe.
4. You may think you are taking part in a survey and give your personal data that later will be sold, this is called _____.
5. _____ allows thieves to get access to your personal information by rerouting your mail.

Language Skills Development

Speaking practice

Get prepared to give a talk on one of the following topics:

1. Categories of criminal offences.
2. White collar crimes.
3. Identity theft.

Render the text

Преступления офисных работников – это ненасильственные преступления часто с финансовыми хищениями или незаконным поведением. Люди, совершающие их, в основном, политики или представители бизнеса. Такие преступления всегда содержат намерение и план его реализации. Мошенничество, неуплата налогов или растрата – это их виды. Лицам, которых обвиняют, очень часто приходится платить большие деньги как штраф, а если ущерб огромен, заключение может быть довольно длинным.

РАЗДЕЛ 2. TEXT BANK

A CAREER IN LAW

Text 1

Any lawyer, whether you are just starting out or have been practicing for a while, must have at some point pondered this question: What does it really take to succeed? Is it the legal knowledge? Or delivering excellent service? Or perhaps some innovative marketing techniques?

Certainly, these are important, yet research by the Carnegie Institute of Technology shows that only 15 percent of our success can be attributed to technical knowledge.

According to the researchers, an overwhelming “85 percent of your financial success is due to skills in “human engineering,” your personality and ability to communicate, negotiate, and lead.”

Additionally, Nobel Prize winning Israeli-American psychologist, Daniel Kahneman, found that “people would rather do business with a person they like and trust rather than someone they don’t, even if the likeable person is offering a lower quality product or service at a higher price.”

Top 8 Personality Traits to Boost Your Success Rate

So, here is our top 8 list of personality traits to help you boost your success:

- **Inner Confidence:** Knowing and honoring your internal worth as a human being, regardless of what you managed or failed to accomplish or achieve on any given day, is paramount to your success in business and life.
- **Creativity:** Creativity nurtures unique ideas that create truly successful solutions. This is because creativity helps you look at things in different, fresh ways and deliver new solutions to already existing problems.
- **Perseverance:** Success is not made overnight. At least lasting success isn’t. Your continued efforts are a must to help your law practice grow sustainably. Or in the words of Dale Carnegie, “*Most of the important things in the world have been accomplished by people who have kept on trying when there seemed to be no hope at all.*”
- **Personal Growth and Development:** The best and most worthwhile investment you can make is in yourself. As a lawyer your focus must be on actively seeking to learn more about not just your practice areas so you can better understand and serve your clients’ needs, but also on finding ways in which you can improve your personal attitude, efficiency, and productivity, while tuning your mindset to the frequency of success.

- **Passion:** Always ask yourself about the deeper meaning of why you do what you do, the big WHY. Your passion for your practice, if you let it shine, will help you persevere when things get tough. It will serve as your anchor. Another thing about passion is that it's infectious. When you are passionate about what you do, chances are so will be your clients!
- **Friendliness:** This one is simple — be nice to others and they will be nice to you. Remember, people do business with those who they like and trust.
- **Emotional Intelligence:** Knowing, understanding and mastering your own emotions and the emotions of others is critical to your ability to lead your law practice and yourself to success. Instead of being triggered and blindly reacting to people or circumstances around you, learn to choose to respond in a way that serves you and those around you best.
- **Positive Attitude:** Whether you believe in the laws of attraction or not, the universal truth is this: we attract what we focus on. So, if you want to attract more positive results in your professional and personal life, start focusing on the positive side of things. A great way to do that is by doing a gratitude journal.

How many of these traits do you possess? All 8? Fantastic! A couple or none at all? Do not despair! It's been proven that while not all individuals naturally possess these traits, they can be learned if applied and practiced daily.

Do This Every Week and Watch Your Success Soar

So, our recommendation is this: pick a couple of these traits to practice each week. Create a list of ways in which you can do that and begin taking action immediately. For example, if you feel that you could be more passionate about your practice, spend a few minutes connecting to your passion and then start telling everyone you meet that week (your clients, prospects, your family and friends) why you are so passionate about what you do. You will be amazed at the responses you get!

Text 2

From Defendant to Defender: One Wrongfully Convicted Man Frees Another

Attorney Jarrett Adams recently helped overturn an innocent man's conviction — in the same state that, years ago, had sentenced him to prison for a crime he did not commit.

The case was Adams' first professional win. But it was also deeply personal for the 36-year-old, who spent nearly 10 years behind bars after being wrongfully convicted of sexual assault in a case that Adams, who is

black, believes was tainted by racism.

"This is a storybook," Adams told NBC News' Lester Holt. "It's a storybook tale that you wouldn't believe until you saw it ... to have a conviction overturned and, in a court, in a state, that I was wrongfully convicted."

Adams was only 17 when an encounter at a party, an accusation, and a court-appointed attorney put his life on hold.

He had just finished high school on Chicago's South Side and decided to go to the University of Wisconsin for a party, where he and his friends met a young woman and had what he describes as a "completely consensual encounter from beginning to end."

Three weeks later, as Adams was getting ready to start junior college in the fall of 1998, he was arrested. An officer informed him that the woman said she was raped, and that he was being charged with a group sexual assault along with two other teenagers.

Adams had never been arrested before. He denied the crime from the start, and thought the misunderstanding would get resolved quickly.

Instead, he was extradited to Wisconsin, where he couldn't afford legal assistance. A court-appointed attorney chose not to put on a defense, even though there was a witness who could have helped clear Adams: a student living in the dorm who could corroborate Adams' timeline of events.

"This guy is telling us, 'We know you didn't do it. They haven't proven their case. The best defense is a no-defense strategy,'" Adams said. "But in reality, it was a horrible idea to not call any witnesses, not to investigate, and to put this in front of an all-white, racially charged jury. We didn't stand a chance."

The result was a conviction with a stunning 28-year prison sentence for Adams; 20 years for another teen who couldn't pay for representation; and an acquittal for the third, who had hired a private lawyer, and called the alibi witness.

Inside prison, Adams met a cellmate who worked for the prison law library and encouraged him to try to get his conviction overturned. The cellmate urged him not to give up. So, Adams started reading law books and found a Supreme Court case that stated that the Constitution required defendants be provided effective assistance of counsel. He got in touch with attorney Keith Findley with the Wisconsin Innocence Project, a state chapter of the nonprofit devoted to justice for wrongfully convicted people.

Findley knew the case was an uphill battle, but he took it on. "He had done his homework. He knew the case, factually, better than anybody, and he knew the law, so that he was engaging with us, discussing legal issues, strategy," Findley said.

Adams' sentence was eventually overturned and the charges dropped,

for the exact reason that he had found in the prison law library books: ineffective assistance of counsel.

A month after he was freed in 2007, Adams enrolled in community college, went on to earn his Bachelor's degree and attended law school, graduating in 2015. Last summer, he became the first Innocence Project exoneree to be hired as an attorney by the organization.

"What I wanted more than anything was this: I wanted my mother, when she went to church and people asked about her son, for her not to duck her head in her Bible and cry. And I wanted her to be proud," he said.

Recently, Adams found himself back in a Wisconsin courtroom, this time working side-by-side with his former attorney Findley, to free another man they believed was wrongfully convicted.

Adams — who served time in the same correctional facility as his client — was dedicated to freeing him, Findley said.

"Nothing pays me back more, or my family, than me walking in the same court, in the same state, where they didn't even look at me when they gave me 28 years," Adams said. "But now they have to acknowledge me as Attorney".

CONTRACT LAW

Text 1

New Case Law on Pre-Nuptial Agreements

It has been a long-standing principle of English law that prenuptial agreements are not legally binding. A marriage is intended to be a life-long contract – “’til death us do part”. Therefore, it would be repugnant to enter into that contract whilst already planning the end of the marriage. However, in the 2010 case of *Radmacher v Granatino*, the Supreme Court seemed to signal a fundamental shift in this principle.

When the Supreme Court handed down their judgment in *Radmacher v Granatino* it was reported that the Court had ruled that prenuptial agreements were now legally binding in English law.

The Facts of Radmacher v Granatino

In *Radmacher v Granatino*, husband and wife signed a prenuptial agreement in Germany, witnessed by a notary. The wife - a wealthy heiress reputedly worth up to £100 million - wanted the prenuptial agreement because she would inherit more of her family's wealth if her future husband was prevented from having a claim on her money. The husband - who had a well-paid job at the time - chose not to take independent legal advice. The terms of the agreement meant that neither husband nor wife would have a financial claim on their spouse's property. The couple married in 1998, spent most of their married life in London and had two children. The marriage broke down in 2006 and divorce proceedings were

subsequently started.

At an earlier hearing the husband had been awarded over £5.5 million from his ex-wife. The Judge had recognized the existence of a prenuptial agreement but decided not to give much weight to it because of the circumstances in which it had been signed.

The wife appealed to the Court of Appeal where it was decided that “decisive weight” should have been given to the prenuptial agreement. This meant that the husband was only entitled to a financial award based (primarily) on his role as the father of the two children of the marriage and not for his own needs. The husband then appealed to the Supreme Court. The Supreme Court dismissed the husband’s appeal by an 8 to 1 majority.

Overall the Supreme Court concluded that courts should give “decisive weight” to prenuptial agreements which had been freely entered into – unless circumstances meant that it would not be fair to do so. There is broad support for greater recognition being given to these agreements in English law – albeit subject to certain safeguards relating to the circumstances in which the agreement is entered into.

Opinion remains divided as to the wider applicability of *Radmacher v Granatino*. Most divorces do not involve such wealthy people - and the priority in all divorces remains the welfare of any children. In most “ordinary” cases financial provision for the children takes up most, or all, of the financial resources available rendering the provisions of any prenuptial agreement largely irrelevant.

Text 2

A 90-year-old woman with no heirs signed a contract with a 47-year old lawyer giving him her apartment upon her death, but he had to pay her a monthly allowance until she died. She outlived him and his widow continued the payments. She received approximately double the value of the apartment.

The history of this deal goes back to 21 February 1875, when the woman, Jeanne Calment by name, was born in Arles, Bouches-du-Rhône, Provence.

In 1986, she became the oldest living person in France at the age of 111.

In 1994, the city of Arles inquired about Calment's personal documents, in order to contribute to the city archives. However, reportedly on Calment's instructions, her documents and family photographs were selectively burned by a distant family member, Josette Bigonnet, a cousin of her grandson. The verification of her age began in 1995 when she turned 120, and was conducted over a full year.

Calment reportedly remained "mentally sharp" until the end of her life.

She died of unspecified causes on 4 August 1997 around 10 a.m. Jeanne Calment was 122 when she died.

But last year a Russian scientist claimed she was a con artist, sparking an international dispute over the woman who may still hold the secret to eternal life.

If time makes fools of us all, you couldn't blame André-François Raffray for taking it more personally than most. In 1965, Raffray, a lawyer in the southern French city of Arles, thought he had hit on the real-estate version of a sure thing. The 47-year-old had signed a contract to buy an apartment from one of his clients "en viager" (under the lifelong system): a form of property sale by which the buyer makes a monthly payment until the seller's death, when the property becomes theirs. Jeanne Calment, his client, was 90 and she liked to surprise people by leaping from her chair at the hairdresser. But still, it couldn't be long: Raffray just had to shell out 2,500 francs a month and wait it out.

Raffray died in 1995, by which time Calment had received more than double the apartment's value from him, and his family had to continue making payments.

Calment commented on the situation by saying, "in life, one sometimes makes bad deals".

TORT LAW

Text 1

Defective Products Law at a Glance

Defective products lawsuits (AKA product liability cases) are based on a specialized branch of law that focuses on whether items put into the stream of commerce are safe. If a product didn't include proper warnings or instructions, or was dangerous to the end user, there might be a claim for damages. If something you bought injured you, learn more about the law and how to hire a defective products attorney.

Perhaps it was a toy train that you bought for your children. Maybe it was a microwave you bought for the household. There are times when products just do not operate in the way they were intended – and that train set has small parts your kid can swallow, or the microwave explodes. Negligence is the basis for any personal injury lawsuit. When the negligence is in relation to product design or manufacturing or a failure to warn appropriately, the area of law that applies is called *defective products, product liability or strict products liability*. This means that the intent is irrelevant, as long as the product was indeed defective.

3 types of defective products cases

Determining which type of defective products case applies depends on the manufacturer's state of mind when the product was created. It also

examines supply chain management and where in the process things failed. (Was it the original producer? Did it get damaged in transit? Did the end user alter the final product to make it more dangerous?)

Which type of defective products case applies?

Design defects: Even a perfectly made product can endanger the end user if the defect was part of its design. A product is unreasonably dangerous if it does not perform as expected when used in its intended manner. Some examples of design defects include the following:

- A car that can accelerate on its own;
- A small toy that can be swallowed by a child;
- A gun safety that still allows the gun to be fired.

Failure to warn: Also called “marketing defects,” these focus on actions in the supply chain. The product was properly designed, but it did not have the correct instructions or warnings. This lack of guidance made the product unreasonably dangerous to its intended consumers. Some examples of failure to warn include the following:

- A medication that causes vomiting if not taken with a glass of water;
- A child’s chair meant to clamp onto a table that falls if not installed correctly;
- A saw that causes injury if a person’s hand is in the incorrect place.

Manufacturing defect: Even if the product were designed to be safe, the end result did not reflect that design. If that product then causes an injury to its intended user, the manufacturer can be held liable. Some examples of manufacturing defects include the following:

- Tread lines on tires not gripping the road correctly;
- A faulty lock on a car door;
- A safety buckle on a car seat that doesn’t lock in place.

Text 2

Judge Files \$67 Million Lawsuit Over a Pair of Pants

In 2007, Roy Pearson, a D.C. judge filed suit against a small dry cleaner over a pair of pants. Judge Pearson claimed that the shop owners misplaced his pants after he brought them in for an alteration and then tried to return him an imitation pair of pants (instead of his \$800 pair).

The shop owners felt that they had done nothing wrong, but agreed to settle with the judge for \$12,000. Judge Pearson refused their offer and sued the owners and their son, claiming that the “Satisfaction Guaranteed” and “Same Day Service” signs in the shop represented an unconditional guarantee that entitled him to a larger amount of money than the one he

was offered.

The judge wanted \$1,500 per defendant for each of the 12,000 days that the sign appeared in the shop. He also wanted to be compensated for emotional damages, the cost of the rental car used to drive to another dry cleaner, and legal fees, despite the fact that the judge represented himself. The lawsuit totaled \$67 million.

The presiding judge ruled in favor of the shop owners and awarded them court costs and attorney's fees.

Pearson was not reappointed to his position as an administrative law judge.

CRIMINAL LAW

Text 1

Greed can look glamorous until it is exposed for what it is, and often the line between an outright thief and a business genius is incredibly narrow. Albert H. Wiggin, a one-time leader of Chase Bank, would be considered a criminal under current financial regulations for his short sell of company stock during the Great Depression (netting him \$4 million in private gain), and yet he is still ranked by Harvard Business School as one of the great American business leaders of the 20th century.

In fact, plenty of infamous white-collar criminals have been hailed as triumphant innovators. The battle to define the line between criminal and genius is also the battle between the power of provable facts and the power of wishful thinking.

BERNIE MADOFF & MADOFF INVESTMENT SECURITIES

Fool me once, shame on you; fool me twice, shame on me. While there has been some debate over the proper wording of that saying, there is no question of whether history repeats itself. That is precisely what happened with the case of Bernie Madoff, the son of a plumber who pulled off a \$65 billion fraud that swindled almost 5,000 investors and resulted in multiple suicides.

Madoff's scheme involved paying old investors with new investors' money. He promised investors astronomical returns and paid old investors with new investors' money. To allow the scheme to live as long as it did, Madoff and his employees took perfunctory, sometimes cartoonish, steps to achieve the outward appearance of legitimacy. They backdated trades, counterfeited financial statements (and tossed them around like a football to give them the look of aged and weathered documents), and recruited celebrity clients whose participation lent the operation a semblance of credulity.

A whistleblower called attention to the infeasibility of Madoff's returns as early as 2003—to achieve the stated returns, Madoff would have needed to buy more options than there were in existence. Though it took until the

financial crisis of 2009 and the series of withdrawal requests that ensued, investigators finally began to ask the right questions. And as soon as they did, the whole scheme collapsed.

Madoff pled guilty to felony counts of wire fraud, mail fraud, securities fraud, money laundering, making false filings with the SEC, and more. Soon after, his son and criminally complicit business partner, Mark Madoff, hung himself. Bernie Madoff is currently serving a 150-year sentence at a relatively relaxed correctional facility in Butner, North Carolina. His victims are still awaiting repayment.

Text 2

Although the Internet has made life easier in many ways, it's smart to be concerned about Internet crimes. Computer crime is becoming a growing problem for law enforcement officials around the world. Unfortunately, since Internet crimes typically involve people from many different geographic areas, catching and punishing the guilty parties is a difficult task.

“Crime never pays!”

Although the idiom came into existence in the early twentieth century, it still applies to modern criminals—cybercriminals. Cybersecurity Ventures Official Annual Cybercrime Report suggests that the cost of cybercrime is going to rise to \$6 trillion by 2021. Even if it does pay, it will be shorter than a black hat can anticipate because stringent laws and regulatory authorities are now using the most advanced tools and techniques to find the faces behind these cybercrimes.

Jonathan James

Jonathan is a computer genius who hacked into NASA and Pentagon when he was just 15 but his illegal online activities led him to our list of cybercriminals. During June to October 1999, the United States Department of Defense (DoD) found that a number of private firms, school systems, NASA, and DoD itself were infiltrated by *a black hat*, operating under the name “C0mrade.”. When he broke into NASA security, he stole software and data which cost around \$1.7 million. As a result of the intrusion, the agency shut down their system for 21 days and this again cost them an additional \$41,000 to recover from the loss. He also breached other prominent firms. In September 2000, when he turned 16, he pleaded guilty, but as a minor, he was sentenced to a six-month house-arrest and banned from computer use until he turned 18. If he wasn't a minor, he would have been subjected to a sentence of up to 10 years with a huge fine to pay for the damages.

Note: Jonathan James was the first person to get illegal access to highly secured DoD.

Roman Seleznev

The Russia-based cybercriminal is the son of Russian Parliament member Valery Seleznev. He is well known with his screen names—Track2 and nCux. He stole card details and intruded systems of over 500 businesses and 3,700 financial institutions. This occurred between 2009 and 2013. It is estimated that he made tens of millions of dollars while he was active with his online hacking activities. He was detained in the Maldives while on vacation. Seleznev was then charged with 38 felonies and sentenced to 27 years of prison in 2017. However, it did not end there for authorities and later, in the same year, he was added another 14 years of imprisonment after his known involvement in another case.

Cybercrimes, as fascinating as they seem or sound, are not even close to it. An anonymous life in an underground world, rather than leading the life of a contented individual, that is the life of a *black hat hacker*. Their fate is sealed; sooner or later, they will end up at the hands of justice and will end with harsh punishment, making it evident that walking on a slippery slope is always risky.

Note: White hat, Grey hat and Black hat - these terms define different groups of hackers based on their behavior.

РАЗДЕЛ 3. SUPPLEMENTARY WRITING

No letter is more important for your career than those you write to apply for a job. Your letter of application and accompanying resume or CV, if well planned and written, can do much to help you secure the job of your choice.

Before you can write your CV or prepare a cover letter, you must do some thinking about yourself to present a prospective employer with a favorable and desirable picture of your personality, background, and experiences.

A good way to start is to make a list of facts such as:

Jobs you have had

Schools you have gone to

Special courses you have taken

Extracurricular activities you have joined in

Awards or honors you have received

Athletics you enjoy

Languages you speak

Special interests you have

Special skills you have

CV OR RESUME

The CV is an outline of all you have to offer a prospective employer. It is a presentation of your qualifications, your background, and your experiences arranged in such a way as to convince a businessperson to grant you an interview. Your CV with its cover letter is the first impression you make on an employer. For that reason, it should look professional. First, a resume must be printed on bond paper. It is advisable to save your CV electronically so you can update it easily. The resume must have an overall neat appearance.

The information contained on your CV must be accurate and complete. It should consist of facts. (You will be able to interpret the facts in your application letter.)

At the top, print *your name, home address, e-mail address, and telephone number.*

The rest of the CV consists of the facts from your list, printed under headings:

Employment (or Career) Objective

Education

Achievements or Accomplishments

Awards and Honors

Work Experience

Extracurricular Activities
Special Skills
Personal Data
References

Task 1. Read the following resume and choose the appropriate heading for each part.

James Freman
34 Miller Street
Mountain Ville VIC 7865
Phone: (087) 05564321
Email: James.F@gmail.com

1 _____

My primary aim is to become an established legal practitioner. I am committed to making the most of every opportunity to develop my legal skills to become an effective lawyer and valuable member of the community.

2 _____

The University of Mountain Ville, Bachelor of law
Graduated: June 2019
Mountain Ville High School, Higher School Certificate
Graduated: June 2014

3 _____

June 2017 – August 2017: Summer Clerkship
Property and Commercial Division, the Lawyers Firm

4 _____

Assist senior associates to run matters for the major private sector and government clients. Six weeks – in the property division, six weeks – in the commercial law division.

September 2017 – present: Casual Bar Attendant.

5 _____

Microsoft Office: Outlook, Word, Excel, PowerPoint

6 _____

- able to interview clients.
- able to work in a team.
- able to explain legal matters clearly to non-legal professionals.
- driving license.
- German language.

Tim Jones – Senior Lawyer
Mathew Legal Centre Email: T.Jones@legalcentre.com phone: 03454300
Alan Smith
Lecturer in Family Law
University of Mountain Ville
Email: A.Smith@university.com phone: 09165440

1. *Employment history.*
2. *Education.*
3. *Objectives.*
4. *References.*
5. *Responsibilities.*
6. *Personal Skills.*
7. *IT Skills.*

LETTER OF APPLICATION

A letter of application (or covering letter) is a sales letter in which you are both a salesperson and a product, for the purpose of the application is to attract an employer's attention and persuade them to grant you an interview. To do this, the letter presents what you can offer the employer, rather than what you want from the job.

A letter of application serves as the cover letter of your resume. It should look as good as your CV and be prepared with the same care on a plain business-size bond. While the CV must be factual, objective, and brief, the letter is your chance to interpret and expand. It should state explicitly how your background relates to the specific job, and it should emphasize your strongest and most relevant characteristics. The letter should demonstrate that you know both yourself and the company. The letter should communicate your ambition and enthusiasm. Yet it must, at the same time, be modest.

The layout of a covering letter:

Your name

Your address lines

Your telephone numbers

Your email address

Name of person you are writing to

Company name

Address

Date

Reference to the job you are applying for

Dear [name of person]

Opening paragraph: State why you are writing, identify the position for which you would like to be considered, and indicate how you heard of the position. If you are sending a letter of interest that is not in response to a specific job opening, simply indicate the type of work you are seeking.

Middle paragraph(s): Your goal here is to show how you can be useful to this organization. Describe what strengths you have to offer this employer by showing the relationship between your skills and experience and the vacancy. You can also describe your previous achievements and how they relate to the vacancy and identify three reasons why you should be called for an interview. Refer the reader to your enclosed CV for additional information. You can divide this information into a couple of smaller paragraphs - rather than have one large dense paragraph that people will not be inclined to read.

Closing paragraph: End your letter by clarifying what will happen next and how they can most easily reach you.

Yours sincerely,

Space for your signature

Type your name beneath your signature

Enclosed: CV

Task 2. Read the covering letter and answer the questions below.

James Freman
34 Miller Street
Mountain Ville VIC 7865
Phone:(087) 05564321
Email: James.F@gmail.com

Ms Sheila Jones
Finlay Chemicals
Kildare Industrial Estate
Kildare

12 January 2009

Ref: A1 – Legal Counsel

Dear Ms. Jones,

Your advertisement in the Irish Times for a Legal Counsel matches the experience I have and should provide the kind of challenge I am now seeking within my career. I would like to apply for the position. As requested, please find enclosed a detailed CV.

I am currently working in a general practice law firm, but I deal primarily with commercial clients and, as you will see from my CV, I have

experience in all the areas critical to function effectively as a legal counsel within a company like yours.

I have watched the progress of Finlay Chemicals in recent years and admire what you are doing. I believe I could make a significant contribution to the future success of your company and look forward to the opportunity of explaining how I can do this at the interview.

I look forward to hearing from you and can be contacted anytime on my mobile

(087) 05564321

Yours sincerely,

James Freman

Enclosed: CV

1) *What job is James Freman applying for?*

2) *Does he have the right experience for the position?*

3) *What does James expect to happen next?*

A PROFESSIONAL PROFILE—OR RESUME PROFILE

A professional profile is an important component of applying for jobs and should be well-written to grab the attention of the reader. Since a professional profile is a quick way to introduce yourself to employers, it should consist of your experience, education, and achievements.

Task 3. Read the profiles below and answer the following questions.

1. A recent law graduate who is fully aware of the structure, culture, and procedures of the legal profession. Experienced in and having a good understanding of how to build relationships with clients and to provide appropriate and effective legal advice and services to them. Easy-going by nature and able to liaise with case officers, managers, and decision-makers regarding ongoing legal matters.

Currently looking for a training contract with a reputable solicitor's firm.

2. An ambitious, focused and committed post-graduate law student with a special interest in property law. As an undergraduate law student, I successfully secured and completed two mini-pupillages and underwent a two-week marshalling scheme at the local court. I can work in a fast-paced environment and meeting strict deadlines, completing casework in a highly efficient manner. Able to work independently and as a part of a team and can make valuable contributions to any legal team, thanks to my strong research, communication, and client-care skills.

Currently seeking a part-time position in a challenging and stimulating environment that allows me to further pursue a legal career.

3. A diligent and highly intelligent bi-lingual student currently enrolled on LLB English and German Law Degree already attaining high grades and embracing extra-curricular university activities and societies in support of course subject areas and personal interests.

Eager to absorb as much knowledge and insight as possible in the pursuance of my goals, I am seeking a reputable commercial law firm that offers open days where I may shadow experienced legal experts to learn about the day-to-day operations and protocols within professional practice.

Which profile describes the most experienced prospective lawyer?

Which profile is from a person who needs a compulsory practice course?

Which profile was written by a person without any experience?

LETTERS AND EMAILS

REQUEST LETTERS

Asking for advice

A letter to an attorney can be the first step to getting the help that is needed. There are several reasons to ask a lawyer for help.

Understanding the reason for contacting the attorney will help with writing a letter that is clear, concise, and straight to the point. The letter contains information like the address of the sender, the address of the recipient, the date, salutation, and signature.

There are two formats for writing a letter. Since it is a business letter use either *a full block format or a modified block format*.

The **full block format** is when all parts of the letter (HEADING (your address and date), ADDRESS (of the person you are writing to), SALUTATION, BODY, COMPLIMENTARY CLOSE, IDENTIFICATION LINE, TITLE OR PHONE NUMBER, SIGNATURE) begin on the left side of the page.

Modified block format is when some parts (HEADING (Your address and date), COMPLIMENTARY CLOSE, SIGNATURE, IDENTIFICATION) begin on the right and some begin on the left.

Remember about the letter structure.

Start with a formal greeting.

The letter should start with an introductory line or two, introducing the general topic of the letter, e.g., referring to previous correspondence, a meeting, or conversation which resulted in writing it. e.g. "I'm writing in reply to" or "I'm writing with reference to ..."

Remember about the final sentence or two which sum up the letter, e.g. "I'm looking forward to your reply, and ..."

Letters beginning with 'Dear Sir/Madam' end in 'Yours faithfully', those referring to a name end with 'Yours sincerely'. Where possible try to

ascertain how a female addressee prefers to be addressed, for example, 'Miss', 'Mrs' or 'Ms'

Begin by writing *the address of the sender at the top of the page.* An e-mail address and a phone number can be added if so desired. Below this information put the date. There are differences between writing dates in the US and UK:

UK: day/month/year – e.g., 15 January 2021 or 15th January 2021

US: month/day/year – e.g., January 15, 2021, or January 15th, 2021

Then, put ***the name and address of the recipient.***

The **body of the letter** is the main reason for writing to the lawyer. If there are questions being asked, explain why they are being asked.

Use more than one paragraph if there are several issues being addressed. One paragraph per topic is the easiest to read and will help the attorney when he responds to the issues.

Last paragraph

The last paragraph should be two or three sentences explaining why the letter was written in the first place and thanking the lawyer for their time.

Close the letter using a suitable phrase such as "Sincerely," "Truly", "Faithfully", "Regards" or "Best wishes" This goes on the left when using full block format or the right when using the modified block format.

" Thanks" or "Thanks in advance" is a solid choice when you want to express gratitude. But it can convey a tone of expectancy. Save it for when you mean to imply, "I expect you to do this."

" I appreciate your [help, input, feedback, etc.]" - There's never really a wrong time to express appreciation when someone has helped you out.

Skip two spaces and type the name of the sender. This leaves space for signing the name between the closing phrase and the typed name.

Tips for creating the best letter

The reason for writing the letter is to let the lawyer know exactly what is needed. Simple language is the best. There is no need to try and impress him/her with big words.

Keep the letter short and to the point. Do not add information that is not necessary to whatever is being requested. This can be confusing and cause the attorney to misunderstand the request.

Read and edit the letter when it is finished so that any unnecessary sentences can be removed and make certain that the main purpose of the letter is clearly stated.

USEFUL PHRASES

Opening paragraph

I am writing to ask if you could help me with

Asking for advice

- I would appreciate it if you could give me some advice about
- I am writing to ask for your advice
- I would be grateful if you could offer your advice
- Could you possibly offer your advice
- I wonder if you could help me with a problem of / connected with.../relate to

Closing paragraph

- I would appreciate it if you could give me your advice as soon as possible
- I look forward to receiving your advice
- It would be of great help if you could advise me

Task 4. Read the following letters (A-E) and define which are full block format letters and which are modified block format letters.

Task 5. Read the following letters. Match the kind of legal service that is required (1-5) to letters (A-E).

- 1. Asking the lawyer to help with the documentation for starting the business.**
- 2. Asking the lawyer about the status of the case.**
- 3. Asking the lawyer to help with retaining custody of children.**
- 4. Asking the lawyer to help with a lawsuit for damages.**
- 5. Request a copy of the case file.**

A

Sample Letter to Attorney Requesting Help

(Name of Sender) example: Terry Jones

(Address of Sender) 123 Avenue, Apt. 68

Newark, NJ 20009

(e-mail address) if desired, not required

(Phone number) if desired, not required

(date) August 9, 2020

(Attorney's Name): Mr Wayan

(Attorney's Address): 47 New Lane

Newark, NJ 34590

(Case Number or Client's Name) Re: 40871

Dear (name of attorney),

(Subject) I have attempted to reach you by phone on (dates of phone calls) August 1, to find out about (the standing of my case) No.40871. It has been more than three weeks (how long?) since we have communicated.

I understood that you would contact me by (date) July 21 and that was two weeks (length of time) and I have not heard from you.

This is important because I need it at my job (why it is important?). I would appreciate you contacting me at (address, phone number, email address) regarding my case.

Thank you for your assistance in this matter.

Sincerely,

(Signed name here)

(Typed Name of sender) Terry Jones

B

Tony Andrew
18 East Street
WESTOWN NSW 1111
12 October 2021

Michael Johnson
AAA Law Firm
222 West Street
WESTOWN NSW 2222

Dear Sir/Madam

Tony Andrew v Marco Samwel Parramatta Local Court, Case number 2022/00001

Request for my case file.

I'm writing this letter to request a copy of my case file from your office for the purpose of perusing it and keeping it in my records.

Please send a soft copy to tonyadrew22@gmail.com.

Looking forward to hearing from you.

Best regards

[Signed name]
Tony Andrew

C

Ms. Sally Viddan
55 Park Street,
Manchester, 388

The Attorney,
Mayson Lawyer Firms
George Street, 9
Manchester, 3334

Sub: Letter Request for Legal Services

Dear Mr Mayson,

I have been trying to approach you through various channels over the past couple of weeks, but you seem extremely busy. After all, being one of the best attorneys in town come with a lot of responsibilities.

Sir, I am writing this letter to request your time and your services. I have decided to start my own business and make sure that it grows in the

future. I have already set up the location, and the nature of my business. I shall be dealing in “Women Clothing”. Although there are many businessmen out there dealing in the same business that I am, I’ll make sure to provide my customers with the best clothing quality, and at cheap rates.

Sir, I went to the concerning authorities to register my brand, and my location as a legal one but, they asked me for some legal documents that need to be provided no matter what. This is where I need you, and I need you to manage all of my legal documentation, and my legal papers enabling you to get me registered. The sooner I start my business, the better, as the market is booming right now.

I hope that you will find my matter concerning and help me with your skillset.

Thanking you,
Sally Viddan

D

John Smith,
23 Acacia Avenue,
Harrogate, Yorkshire,
87768809
October,6
Mr. James,
Solicitor Associates,
South Wales.

Dear Mr James,
I hope that you will be fine.

I am writing to ask if you could help me with my case. It would be of great help if you could represent me in the court on the suit that I have filed for damages against DBT Co. Inc. on account of a tort committed by them on my warehouse. They had lent my warehouse on lease for 2 years, but they started constructing building parts on my land without sending me any notice, which is a violation of the lease contract.

The suit has been filed in District Court as you are an authority on Contract Law, so I want to hire you to prosecute my case.

I look forward to your reply.

Thank you so much.

Yours sincerely,
John Smith

E

Ms. Ingrid Brunch
567 St-Jean Street, Apt. 4

Casselman, Ontario K 0A 1M0

4 September 2021

Mr. Pierre Ferron

5000 3rd Avenue

Dawson City, YT Y0B 1G0

Dear Mr. Ferron,

I am writing to ask if you could help me with my case in the court proceedings regarding the custody rights of my child which is scheduled on the 30-th of November.

It would be of great help if you could represent me and help me retain custody of my child, Michael Brunch. His D.O.B. is 5-th, May 2015 and the case number is 2437. I intend to be reunited with him. If I am not granted physical and/or legal custody of Michael, I would like Helen Brunch who is my sister to be given the custody.

I look forward to speaking with you about my case so that I will know how I can work to reunite with my child and prevent the court from terminating my parental rights.

Thank you.

Sincerely,

(Your signature)

Ingrid Brunch

Legal letters can cover countless different scenarios.

Some of the most common claims are:

- Personal injury
- Breach of contract
- Neighbor disputes (like noise or encroaching on boundaries)
- Defamation
- Inheritance disputes
- Consumer rights
- Professional negligence (including medical negligence)
- Property ownership and tenancy issues
- Discrimination

LETTERS OF ADVICE

Legal advice is giving a professional or formal opinion regarding the substance or procedure of the law in relation to a particular factual situation. The provision of legal advice will often involve analyzing a set of facts and advising a person to take a specific course of action based on the applicable law.

Legal advice is ordinarily provided in exchange for financial or other tangible compensation. Advice given without remuneration is normally

referred to as being *pro bono Publico* (in the public good), or simply *pro bono*.

In the common law systems, it is usually received from a solicitor, barrister, or lawyer, in civil law systems it is given by advocates, lawyers, or other professionals (such as tax experts, professional advisors)

GUIDELINES

While giving professional advice, keep your language simple. The reader may not know all your professional jargon. In our society, people have different views. They might not like your advice despite your good intentions. Make sure to support your opinion with strong arguments, evidence, or examples. It is best to include another person's opinion to support your advice and to protect yourself. Send a copy of this letter to a third party you trust, if you think it's appropriate.

Explain the reason for writing this letter.

Give your opinion.

Present evidence, reasons, examples, and anything to substantiate your advice.

Add a disclaimer.

USEFUL PHRASES

Opening paragraph

Thank you for your letter requesting my advice on...

I am writing in reply to your letter asking for advice about...

Following our meeting...

I hope the following advice will be of some help to you.

Giving advice/suggesting/recommending

I strongly recommend that you should.../it should be...

I would suggest that you should.../it should be...

I believe that the best course of action is...

I would advise you to...

You should.../ought to...

If I were you, I would...

Closing paragraph

I trust you will accept my advice.

I hope this advice will be of help.

I would very much like to know if this was helpful.

Task 6. Read the following letters of advice (A, B, C) and spell out the claims that were covered in the clients' letters.

A

Kelly & SOLICITORS

Somewhere Rise, Anytown Anyshire, ANI 3BD

Tel 01234 567890 Fax 01234 112233

Ref: PD/01932/Intro

Always include a reference providing a mutual point for all parties, ensuring clarity of the document being discussed.

11/01/20

Ensure the letter is dated particularly if it is to refer to deadlines, for example for the return of information by a prescribed time.

Mr Afficam

21 Whereabouts Close

Anytown

Anyshire

AN7 4RH

Ensure the addressee and address are correct.

Dear Sir

Re: Road Traffic Accident Claim PD/01932

Following your initial meeting with Miss Shackab on 22/12/19, we would be pleased to act for you in this matter. Mr Kelly, senior partner, will primarily be responsible for handling your case. Miss Shackab who is an experienced paralegal and who will be your first point of contact, will assist him. I would like to take this opportunity to refer you to the enclosed document titled 'Terms of Business' which I would be grateful if you would read. If you have any questions about any of the information in this letter or the enclosed documents, please contact Miss Shackab who will be happy to explain.

It is important that any requisite response is forwarded promptly. You must identify the individuals who will be handling the matter. This must be by name and an explanation as to their position. Ensure that personnel is identified accurately, for example, it is both illegal and unethical to hold a person out to be a solicitor if they are not so. It is important to remember that the responsibilities of both the legal personnel and the client are set out from the outset and throughout the conduct of the matter.

Always ensure you are aware of who the client is, such matters as conflicts of interest must always be borne in mind. Reference must be made to the terms of business of the practice.

From the particulars taken at the initial meeting, the incident occurred on 21/12/19 on Someplace Lane, Anytown, Anyshire at approximately 13.15, where another vehicle collided with the rear of your vehicle whilst you were stationary, waiting to turn out of Someplace Lane onto Anywhere Road. The vehicle was being driven by Mrs Borman and was travelling at some speed at the time of impact. As a result of the collision, your vehicle was extensively damaged to the rear, and you were taken to Anytown District Infirmary where it was confirmed that you had suffered whiplash and injuries to your spine.

It is important to clarify any particulars taken at the initial meeting regarding matters that led to your services being required. This enables all parties to be clear of the details. If writing to a layperson it is important to keep the language simple and avoid using 'legalese'. Be mindful of matters that may determine what is or is not included in the letter for example, if it is going to the other party in a case, confidentiality, disclosure, or tactical issues. However, care should be taken not to mislead anyone and that statutory requirements are met, for example in respect of disclosure rules.

You expressed that you wished us to conduct a case for you in which you wish to sue for the value of your vehicle that has been assessed by Fixem Garages as a write-off. You also wish to sue for personal injury in respect of the injuries you sustained to your neck and spine. Having examined the information you have provided in this matter we feel that you may have grounds to do so. In order to proceed with the matter, we would be grateful if you would provide us with the details of your insurance company and complete the authority to act forms enclosed, once you have read through them, and signed them where indicated.

Make clear any intentions, agreements, or requirements so that all parties know exactly what their position is and what is expected of them.

Once we have received the forms from you, we will be able to contact your Insurers, the Infirmary for any medical reports and we will be able to contact the police officers who attended the incident to acquire a police report. When we have this information, we will be in a position to draft the appropriate documents using the information provided to commence proceedings against Mrs Borman.

Plans for future action should be clearly set out so that the client is made aware exactly of the intentions and clear instructions provided if there are any requests for information, documents, or other such items. A clear date for when these should be provided by should also be given particularly where there are deadlines to be met. If necessary or where appropriate forms of mediation or Alternative Dispute Resolution should be discussed and offered if not already done so at the initial meeting.

We will, at a later date, need you to provide further details such as any time that you have had to be absent from work and/or any financial loss you have incurred. It would be advisable that you ensure that you keep any receipts for such items as prescriptions or travelling expenses so that we can include them in the case. We will assess and calculate the amount of the claim to be submitted and advise you of such in due course.

All details of intended actions should be provided so that the client is fully aware of what is to happen, and they should be kept informed of any changes as promptly as possible. Both your requirements and/or proposals and those of the client must be clearly set out to ensure that all parties are

aware of their obligations. Identify and explain any conditions or limitations where any third parties may be involved, for example, fee sharers.

Enclosed is a comprehensive document that sets out the firm's costs and expenses that may be incurred during the time we are acting for you. The case will be conducted on a no-win fee basis but a breakdown of cost for your information will be sent to you on a regular basis for information purposes.

Fee, billing, and payment method information must be provided. This can be done in the body of the letter if the matter allows, but if the case is likely to be lengthy or complicated then clarity would suggest that it be enclosed as a separate document. Any information regarding fees or costs must be clear, itemised, and available for assessment and/or scrutiny if required.

You should, however, be aware that in the event that the other party wins the case you will become liable for the costs incurred by us and by the other party. The court fees and any other monies that would become chargeable are listed with the billing information. Please feel free to contact the firm should you require an assessment of these costings, and we will arrange this for you.

Any financial liabilities that may affect the client must be communicated as early as possible and inquiries into whether the client has any form of protection, for example, insurance, explored. The most important point is that costs are made as clear and as transparent as possible in all instances.

We will, of course, keep you informed of progress throughout the course of the matter, but should you feel at any time that you are unhappy with any aspect please see the enclosed document which sets out our complaint procedure. We would also wish to draw your attention to the options available to you should you wish to take the complaint beyond our internal procedures.

Information regarding both the in-house complaints procedure and where complaints can be progressed to must be given to the client. As with the fee information, this must be clearly laid out, and again, may be included in a separate document if necessary.

We are happy to be acting for you in this matter and wish to assure you that we will always act with the requisite due diligence and in your best interests. Please feel free to contact Miss Shackab on 01234 565656 for any reason.

The highlighted phrase need not be included in the letter, but it is possibly the most important point to remember and failure to do so in any way can render you or the firm liable to disciplinary action being taken.

In order to ensure that the client is clear about who is dealing with the matter and how they can contact them it is prudent to reiterate the name and provide clear contact details, for example, a telephone number or e-mail details.

Please sign where indicated the enclosed copy of this letter and the information sheets and complete the enclosed forms and return both as promptly as possible for us to proceed with the matter should you wish to continue.

Finally, ensure that the client is clear about any instructions included in the text of the letter and emphasise any date deadlines for instructions to be carried out by. Remember you are there to ensure that the client is guided through the legal process as well as ensuring that you do the best possible for them in the circumstances.

A client may well be confused and upset whilst undergoing the process, so it is important that they are treated with respect and an appropriate amount of empathy. Even a small action shows that thought has been given to their welfare or needs and will clearly demonstrate that the firm is professional and diligent in all aspects of service.

It is prudent to enclose a copy of the letter and documents explaining the cost, complaints procedure, and terms of business and ask the client to sign and return them. This will ensure that should a complaint arise there is clear evidence that all the provisions of the Solicitors' Code of Conduct and accompanying requirements have been met as far as required.

Yours faithfully,

Remember if a letter has begun with 'Dear Sir' it should close with 'Yours faithfully' and if it has begun with the client's name with "Yours sincerely.

M.Kelly

Senior Partner

Kelly & Solicitors

The signature block should contain the name and status of the senior person dealing with the matter or the person for whom you are writing the letter.

Task 7. Read the letter B. and answer the following questions:

- 1) Why did J.T.Ames approach the attorney, Ms.Amrita Kumar?
- 2) What advice does the attorney give to the client?
- 3) Why does she recommend filing the claim to the lower courts?

B

Ms. Amrita Kumar

Attorney

1400 Meadowvale Road

Pleasantville, MB R2N 6Z9

12 April 2020

J. T. Ames

515 Concord

Gardenton, NS B2X 9F6

Dear Janet,

It's nice that you approached me to ask for legal advice. After working for your family for several years, it feels good to know that even the younger members of the Janet family trust me enough to come to me with their legal concerns.

However, regarding the issue you mentioned in your letter, I believe this is something that does not require you to hire me as an attorney. Instead, the best course is to take directly this up with the lower courts. In this way, you won't have to spend on attorney fees and will only have to put out a small amount of money.

The first thing you'll have to do is pay a visit to the courthouse to obtain a form to apply for a hearing for your claim. Once you are given the opportunity to meet with a judge, relay your side of the story. It would be best if you bring with you all the necessary documents related to the purchase that you made.

I believe that this will not be too much of a hassle, especially since you have all the evidence to back your claim up. Don't hesitate to get in touch with me if you have any other questions. I'll be more than happy to answer them for you.

Sincerely,

Amrita Kumar

Task 8. Read the letter C and complete the body of the letter with the following phrases:

A- I have set out below my

B- the Company will be vicariously liable

C- further to our meeting

D- meanwhile, I hope

E- I understand that an employee

C

Partridge & Peartree LLC, Advocates & Solicitors

PR I O R68-70

Red Lion Street London

February 20, 2021

Mr H Maxwell

Managing Director Design and Dress Limited

1 Picton Gate London N1 5HN

Your ref: Our ref: AM/DD-1234

Dear Mr Maxwell,

Subject: Harassment complaint

1) _____ on the 12 of January, I write to thank you for your instructions and to provide you with my advice regarding a potential claim against Design and Dress Limited (the 'Company').

2) _____ Susie Baker ('Susie') made a complaint of harassment against another employee, Trevor Harding ('Trevor'), which resulted in Trevor being formally disciplined. Both Susie and Trevor remain employed by the Company. You have recently discovered that Susie has now made a formal complaint to the police, and you are concerned that she will instigate civil proceedings against the Company with a view to seeking damages.

3) _____ analysis of the law and advice in relation to this issue. In summary, if a court finds Trevor's actions are sufficient to be classed as harassment, the Company can be ordered to pay damages to Susie.

Advice

4) _____ and will have no defense available to it if it is found that Trevor committed an act of harassment against Susie in the course of his employment. If Susie pursues a claim for damages, I will be able to consider the precise allegations made against Trevor in the context of your workplace environment, gather any necessary additional information from you and advise fully on the merits of the claim.

5) _____ that this answers your questions, but please do not hesitate to contact me should you have any queries at this stage.

Yours sincerely

Andrew McNicholl

Senior Partner

Emails are becoming a very prevalent and rapid form of communication. They are beginning to replace many of the written and mailed forms of correspondence.

All emails carry the same basic formats as written letters and generally include a *salutation, message, and closing signature*.

Be mindful of etiquette when you are sending emails. Email senders should keep in mind that there are still social boundaries to maintain.

Formal emails are used to correspond with some social equals, persons that you do not know very well, or those that you wish to maintain some form of formal relationship.

1. Use a subject line outlining the main purpose of the email

2. The greeting is often more formal containing a Mr., Ms., Professor, Dr., etc., and the recipient's last name/family name.

3. Get right to the business at hand. State the purpose of the email and then provide a description. The opposite strategy will often result in an email that is overlooked.

4. Use a complimentary close like “Thank you in advance”, “Sincerely”, “Best”, etc.

5. Sign your email with your name.

6. Signature.

Although email has taken over as the most common form of correspondence, printed-out business letters are still used for many important, serious types of correspondence, including reference letters, employment verification, job offers, and more.

Letters are often used to convey more formal means of communication as emails are often used to convey rapid forms of communication.

Email is quicker and easier, but some email messages never get opened and, depending on who you are writing to and why you are writing, you may be required to mail a typed and signed letter or even upload it online.

When you're sending an inquiry about a job or applying for a job, or writing other professional correspondence, it's important to format your email as professionally as you would any other business letter.

After all, everyone, recruiters, and hiring managers receive a lot of emails. Make sure that your emails stand out because of the content, and not because of sloppy mistakes, or poor formatting.

Your email message should be formatted like a typical business letter, with spaces between paragraphs and with no typos or grammatical errors.

Don't forget to include *a subject line* in your email. Use *the subject line* to summarize why you're emailing. *The subject line* should never be left blank as the e-mail may be regarded as junk mail or spam. *The subject line* contains an identifying phrase that all law firms involved can use.

If you forget to include one, your message probably isn't even going to get opened.

When you write your message, include a few short paragraphs:

An email signature appears at the bottom of every email and includes all of your important contact details.

The format of an email message is not the same as a written letter. For example, in a business letter, you include your name and contact information at the top of the letter. You do not include this information at the top of an email. Instead, it goes in your *email signature*. At a minimum, *an email signature* should contain your full name, your email address, and your phone number.

e.g. First Name, Last Name

Email Address

Phone

Email is a very quick and useful way of communicating, but there are pitfalls. There isn't a time-lapse from composing the communication to sending it in the same way as there is with a letter and therefore there is no time to reconsider the contents.

If communicating with anyone other than your client, we recommend that the letters are sent in PDF format rather than Word format so that changes cannot be made easily by the recipient, either intentionally or accidentally.

When sending any communication by email it is advisable to pause and consider carefully before sending:

Is the email address correct?

Is it spelt correctly?

Do you have your client's instructions to send it?

Is it advisable to send communication in those terms at that time?

Once the email has been sent, it cannot be withdrawn or cancelled.

Sample emails

From: Olivia Rivera

To: Jane Dunning <jane@blueorchidlaw.com>

Date: 31 January, 2020

Subject: Informational Interview

Dear Ms. Dunning,

I am currently a third-year student at Harvard Law School enrolled in a joint degree program with the John F. Kennedy School of Government. I am particularly interested in pursuing a career in which I can use my legal skills to effect change on a broad scale in the area of women's legal rights.

This summer I will be in New York working with the Center for Reproductive Law and Policy. After completing my degree at the Kennedy School next year, I hope to litigate cases involving women's rights with an organization in New York.

I am writing to ask if you would be willing to meet briefly with me to discuss your career path and the steps that you recommend for a starting lawyer with similar interests. I will call your office the first week of June to see if this would be possible and, if so, to find a convenient time to meet.

Thank you in advance. I hope to have the opportunity to speak with you this summer.

Sincerely,

Olivia Rivera

Olivia N. Rivera

orivera@jd12.law.harvard.edu

68 Story Street
Cambridge, MA 02143
(617) 625-3150

Task 9. Complete the reply to the email.

From:

To:

Date:

Subject:

(Greeting)

Thank you for your e-mail dated 31 January, 2020

I agree to meet in June. Please call me and we will arrange our meeting.

(Complementary close)

(Signature)

DEMAND LETTERS

The situations where you may want to send a **letter of demand** are as following:

Unpaid account

A **letter of demand** is usually sent when a person is owed money and has tried unsuccessfully to get payment. It is usually the last step taken before commencing legal proceedings. A letter of demand states *the amount owed, what it is owed for and when the amount needs to be paid*. It often includes a warning that legal action will be taken if the money is not paid by the date nominated.

While sending a letter of demand is sometimes necessary, it can also inflame a dispute and damage a business relationship.

In this situation, prior to resorting to sending a letter of demand, you should always send one or two reminder letters.

A reminder letter gives your debtor the benefit of the doubt as they may simply have forgotten to pay the invoice, had a temporary shortage of funds, or there may have been a misunderstanding.

It is always preferable to obtain payment without resorting to a letter of demand as this allows you to preserve the business relationship.

Work or goods are faulty

A letter of demand can also be used when a party has done work inadequately and further work (or some other remedy) is required to rectify the problem. For example, if you paid a plumber to install a bath but a few days later, the bath started leaking, you could ask them to come back out and fix the job. If this request was refused, you could use a letter of demand to require them to carry out their obligations.

In this situation, it is a good idea to summarise the applicable law and list how the other party is in breach of their obligations. It is important to make it clear how you want the other party to remedy their breach. This may be by completing the job or by providing a refund. If you are seeking a refund, you must provide evidence of payment.

Alternative dispute resolution

Prior to sending a letter of demand, consider inviting the other party to alternative dispute **resolution (ADR)**. **ADR** will give you the opportunity to try to arrive at a mutually acceptable resolution and is more likely to leave you on friendly terms with the possibility of doing business again in the future than a letter of demand.

If you are going to send a letter of demand, it is important that everything you put in your letter of demand is accurate. If the other party does not comply with your demand, you may decide to start legal proceedings. If you do so, you will need to present the letter of demand as part of your statement of claim. For this reason, it is crucial that the information in the letter of demand is accurate and consistent with what you are claiming in court. Be honest, polite and as specific as possible when you write a demand letter. Why? Because everything you write in the letter can be used against you in court. It's not the time to threaten someone or make up stories!

The law does not say specifically everything that should be in a demand letter. But the law does say that this kind of demand must be in writing and that verbal notice is not enough.

A letter of demand should include the following:

Top of the Page

- the date and the address from where the letter is being sent
- the name and address of the person you are sending the letter to
- mention that it is a "default notice"
- how the letter is being sent ("By Bailiff", "By Registered Mail", etc.)
- the words "WITHOUT PREJUDICE". If there is a court case eventually, these words can allow you to, among other things, add information or give more details about certain information you didn't think of including in the letter.

Body of the Letter

- A description of the most important facts.
- Details of the amount owed the work or goods the money is owed for, and the date payment is demanded by;
- copies of documentation such as a contract, invoice, reminder letters and any other relevant correspondence;
- details of any legal action you will consider taking if your demands are not met (but should not mention any action that you aren't prepared to

take).

What you're asking the other person for and why you think you have the right to ask for it

E.g., "I am putting you on notice to pay me for the cost of repairing my living room window, which your child broke while playing soccer."

There's no point giving a lot of details. A demand letter should generally not be more than a page and a half.

Bottom of the Page

your contact information and signature

if applicable, the name of the other people you're sending a copy of the letter to (for example, "cc: Ms. Whamm") if applicable, a list of the documents you're sending with the demand letter, as "attachments" (by writing, for example, "Att. Copy of the contract").

It is a good idea to send your letter of demand by post as well as by email to ensure the other party receives it.

If you don't remember the specific dates of the events, you can write "on or around" before the date. For example: "I met with you on or around June 15, 2011."

The law says that you have to give the other person time to respond to your demand. If you don't give time, or not enough time, the person will still be entitled to a reasonable amount of time to respond to your demand.

A demand letter is not legally required in order to start a lawsuit, but it is often a good idea because if the recipient agrees with the demand, everyone avoids the stress of going to court.

A demand letter is also sometimes called a "lawyer's letter" or "formal notice".

In most cases, a demand letter is drafted by a lawyer but, for its simplicity, even a layperson can draft it.

Task 10. Match the words with the definitions and read the letter A.

1	on behalf of	a	something that is done to continue or add to something done previously
2	overdue	b	the act of using a court to help settle a disagreement
3	legal action	c	to give up the use or enjoyment of something
4	follow-up	d	not done or happening when expected or when needed; late
5	forgo	e	without success or result
6	in vain	f	in the interest of

A

Michael Johnson
Alex & CO. ADVOCATES
123 Parliament Way
Richmond, British Columbia
V6K 1H6

18 June 2007

WITHOUT PREJUDICE

Mr. Wilfred Laurier
321 Confederation Drive
Vancouver, BC V1K 5L2

Re: Contract with Macdonald Painting & Restoration. Dated January 5, 2019 and amended by way of an oral contract.

Dear Mr. Laurier,

On behalf of our client Macdonald Painting & Restoration, we at Alex & Co. Advocates are writing to inform you of an overdue payment owed to our client.

According to a detailed Contract signed on January 5, 2019, with our client, Macdonald Painting & Restoration, you outlined the work that was to be completed for \$6000.00.

In addition, in August 2019, you asked our client to repair some damage that a moving company had created and to pressure wash the house. At that time our client informed you that the additional work would cost \$1400.00.

Our client's efforts of making a follow-up for the payment of the said amount ended in vain.

This payment is currently 60 days overdue, and this letter serves as the final warning for the overdue payment.

So, we are considering starting a legal action in the Small Claims Division of the Provincial Court for debt. Such action could result in a judgment in the amount of \$1,400.00 plus all disbursements, costs, and interest.

Our client does not want to litigate and will forgo further action upon receipt of \$1,400 in the form of a certified cheque or money order made payable to Mr. Macdonald and mailed to 12345 Macdonald Street, Vancouver, British Columbia, V6T 1Z1.

Non-payment within 14 days of the receipt of this letter will result in the commencement of action without further notice.

Please contact our firm at (212) 645-876 if there are any questions regarding this demand.

Yours truly,
Michael Johnson
Alex & Co. Advocates

Task 11. Read the letter B. and match the sentences with the parts of the letter.

1	greeting	a	please pay the invoice in full
2	introducing your reason for writing	b	sincerely
3	background information	c	dear Mr Smith
4	what went wrong	d	I am writing this letter to demand the overdue payment
5	what you would like to happen	e	you hired me to complete the renovation of your upstairs bathroom
6	closing	f	to date, you have not paid the invoice

B

Jack Jones
 55 Park Lane, Apt. 7
 Richmond, BC S7690
 January 7th, 2021
Without Prejudice

George Smith
 123 Address Lane
 Richmond, BC V58 3B7
 DEMAND LETTER

Dear Mr. Smith,

I am writing this letter to demand the overdue payment of \$14,000.

On October 19th, 2020, you hired me to complete the renovation of your upstairs

bathroom. I completed the renovations on December 5th, 2020 and sent you the invoice for \$14,000. To date, you have not paid the invoice. You have not responded to my repeated requests for payment. Please pay the invoice in full (\$14,000) by January 21st, 2021. You can e-transfer the amount to jack.jones@company.ca.

If you do not pay the invoice in full by January 21st, 2021, I will take legal action for the full amount as well as disbursements, fees, and interest and file a lawsuit against you with the Small Claims Court without further notice.

I look forward to hearing from you soon.

Sincerely,

Jack Jones

The Reno Company

Response to a *demand letter* is a formal written reply to a demand for payment. If you receive a *demand letter*, it does not mean that you are being sued. It does not mean that a claim has been filed in court. It does mean that the other party may sue you if you do not meet the terms described in the demand letter. Read the terms of the letter carefully to see if you are willing and able to comply. You may need to get legal advice from a lawyer to help you decide how to respond.

What to do if you receive a demand letter

When someone sends you a demand letter, you have some options:
agree to do what the person is asking and put an end to the dispute;
contact the person (or their lawyer) to explain why you don't agree with them. You can even suggest trying to settle the dispute without going to court, for example, through negotiation or mediation;
contact the person (or their lawyer) to let them know that you refuse to do what you're being asked to do and to explain why;
do nothing and wait to see what happens which might mean you get taken to court;
in all cases, you can consult a lawyer to better understand your options.

What to include

A summary of the original demand letter, with an outline of its assertions (even if these are disputed) and the total payment that was demanded.

An alternative account of events, as relevant, with corroborating evidence, if possible.

Suggestions for how to remedy the dispute.

Task 12. Read the letter C and find the sentences for:

-greeting-

-introducing the reason for writing-

-background information-

-what went wrong-

-denial of responsibility for what went wrong-

-closing-

C

Sample Response to Demand Letter

Peter Zane

New York

4th Avenue A567

1 March 2021

Mike Specter

New York

753 Main Street, Apt5

Deans Lane, NY

Dear Mike Specter,

I'm writing this letter in response to your email sent on February 28, 2021.

In that letter, you had requested I pay you \$800 as payment for the refinishing of the floors and walls of 753 Main Street, Apt. 5, Deans Lane, NY, following my departure on January 27, 2021. I had been a tenant at this apartment until this date mentioned above from October 2, 2019.

While I did not pay for the security deposit when signing the lease and you (Your ref: Our ref: AM/DD-1234) are now requesting payment, instead of deducting it from my deposit, I want to refer you to the New York General Laws on rental security deposits. This matter clearly outlines the issue we are dealing with in our case.

While you have included pictures in your original demand letter showing some minor nicks and scrapes around the bedroom, dining room, and living room, there is no evidence showing I am the one responsible for the damage.

Therefore, although I am sympathetic with the struggle of maintaining a rental property, I know for a fact that I am not responsible for the damage in question.

So, I humbly request you drop this claim against me.

Sincerely,

Peter Zane.

Task 13. Complete the letter D. with the following phrases:

A - I apologize

B - Sincerely,

C - Please find enclosed a check written

D - Dear Mr Johnson,

E- I refer to your letter

F - I apologize for not having responded

D

Tony Andrew

18 East Street

WESTOWN NSW 1111

22 December 2020

Michael Johnson

AAA Law Firm

222 West Street

WESTOWN NSW 2222

Re: DEMAND FOR PAYMENT

1) _____

2) _____ dated 20th November 2020 regarding your demand for payment of \$1,000 in respect of providing legal services to me.

3) _____ earlier. I have been in and out of the country over the past few weeks and didn't have a chance to read my emails. I only got a wind of your letter today.

4) _____ in your favor for \$1,000. 5) _____ for any inconveniences caused.

6) _____
Tony Andrew

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