

Volume One

Bollag / Weston Walsh at al.

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How to Use the Course Book

Introduction

Unlike the Legal English Manual (2nd ed.) (the ‘LEM’), the Course Book is not intended as a substantive reference work. Instead, the Course Book offers examples and exercises for the sole purpose of helping you practise your oral communication and legal writing skills across a variety of contexts. Accordingly, while the Course Book contains several exercises featuring contract clauses or correspondence, these examples are not in any way intended as templates or models to be used in practice, nor should they be interpreted as statements on substantive legal matters.

The Course Book consists of two volumes:

1. **Volume One:** a 10 module ‘crash course’
2. **Volume Two:** an 11 module detailed course, with an in-depth study of practical skills, professional legal language, and terminology

The LEM complements the Course Book with its rich variety of legal language, notes on substantive legal matters, and templates for legal writing and oral communication. As volumes one and two of the Course Book refer to material in the LEM, students will benefit from having the LEM available for reference.

In contrast to the LEM, the Course Book is written in UK style. These differences occur not only with regard to spelling, for example: defense counsel (US) and defence counsel (UK), but also in date formats: 3/4/2017 (US) and 4.3.2017 (UK), or December 30, 2000 (US) and 24 June 2003 (UK), and in the use of punctuation: Mr. Jones (US) and Mr Jones (UK). You may also encounter these differences in dealing with colleagues, clients, and opposing counsel in international legal practice. You are, of course, free to adopt either American English or British English, but we recommend that correspondence and other documents be internally consistent.

Volume One

Legal practitioners may wish to take an intensive course, which touches on and reviews negotiation, contract law, and corporate law. The aim of the intensive course is to give practitioners the basics of terminology and some key concepts in these areas. You will practise your oral skills, written skills, and grammar, and, at the same time, focus largely on applying these skills and developing confidence in practice.

Course participants will be given the opportunity to complete a practice Lawbility Legal English Exam and receive feedback from their teachers. While volume one offers a wealth of information, new vocabulary, techniques, and tips, this volume does not delve into all the details necessary to attain a higher standard of legal English. After completing this course, you will have the basic necessary knowledge to undertake a second course in line with volume two.

Volume one is the minimum preparation required for the Lawbility Legal English Exam. In order to attain a higher professional standard of legal English, Lawbility strongly recommends that you work through volume two before taking the exam.

Volume Two

Volume two will better prepare course participants both for legal English in the workplace and the Lawbility Legal English Exam. You will learn key terminology and collocations for a wide range of legal practice areas, giving you greater confidence to write and speak about various topics in a professional context.

Legal English is rich in collocations (word partners) and using them correctly helps to ensure that your communication is sophisticated and appropriately formal. The focus will also be on legal writing and correspondence, in line with the correspondence and documents that you may draft or receive in the exam and in the course of your professional duties.

These exercises provide you with an opportunity to practise and develop your writing ability, whilst receiving feedback and reviewing sample legal documents from teachers. You will also become familiar with some of the main differences between British and American English and these jurisdictions' respective legal systems.

B. Commonly Misused Terms and Phrases. Fix the errors in the following sentences.

1. I will revert to your email next week.

2. We would like to discuss about the terms of the merger with your legal team.

3. Specifically, we need some further informations about Company A's financials.

4. We will send you our written feedbacks per email.

5. My team will respond to your proposal until next Friday.

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DIE FACHBUCHHANDLUNG

2. Professional Drafting – Avoiding Common Stylistic and Usage Errors

2.1. Revise the poorly written email below

You are advising Donna Draper, a US tax attorney, on whether her non-compete agreement with her current employer, Foam & Co. in Zurich, is likely to be enforceable under Swiss law.

Hi Donna

Thanks for your email asking about whether we could talk some more about your non-compete agreement with Foam & Co. I understand from our phone call that you want to quit your job at Foam & Co. and join a US tax consulting firm in Zurich instead. I think you also said that under the agreement, you are prohibited from working for another provider of tax services in Europe for 12 months after leaving Foam & Co.

We can certainly help you in this matter. First, however, you need to sign and send back the engagement letter I'm sending you in this email. Please send the signed copy until the end of next week.

There are a couple of factors we should think about. Before you quit your current job, we have to figure out whether that agreement is legal under Swiss law. So first, I'd like to talk to you about exactly what legal tasks you currently do at Foam & Co., and what kinds of tasks you think you would do at your new job. Would it be a possibility for you to wait 12 months after leaving Foam & Co. and to work in a different capacity until the non-compete period is over? I also need to know whether you've talked about this problem with your potential new employer yet. If so, what do they think about this?

As I know you are in a hurry to figure out these issues, let's get in touch next week by phone. Does Thursday, 9 February 2018 work for you?

Thanks

2.2. Revise the communication below using professional legal writing

Assume you are advising Steven Jones, General Counsel for your China-based client, Xi Peng LLC, of a recent lawsuit by one of Xi Peng's suppliers.

Dear Mr Jones

As I mentioned on the phone earlier, I am now in receipt of the complaint in the Xi Peng LLC vs. Goldenroad Ventures matter. Here is a copy for you to review. The statement of defence is due to the court in 20 days. Do you want my law firm to prepare the statement of defence?

Although the statement of claim is very long and contains a host of breach of contract claims, as well as some tort claims, I believe Xi Peng LLC has some solid defences, and there is plenty of good law to support its position. This is definitely a case you should fight instead of settling. I am quite confident that you will win.

As the statement of defence is due to the court in 20 days, please tell me right away what you would like to do. I am available all week for a telephone call to discuss the matter. Again, I am very optimistic that you have a good chance of prevailing in this case. Please let me know your thoughts as soon as you can, and I will get right to work.

Thanks,

[Your Name]
