

# Useful phrases and vocabulary

## REFERRING TO A LEGAL DOCUMENT p.19

The following expressions are useful when referring to a legal document or explaining its content:

**It says** in clause 3 **that** ...

The termination clause clearly **states** / **stipulates that** ...

**According to** clause 5 the employee **must** ...

It says here ... **which simply means that** ...

## EXPRESSING RIGHTS AND OBLIGATIONS p.23

Contracts often talk about **rights** and **obligations**.

### Rights

The employee **is entitled** / **is allowed to** / **has the right to** / **can** take 30 days' leave.

### Obligations

The employee **must** / **is required to** / **is obliged to** / **has a duty to** / **has to** treat all company data and files with complete confidentiality.

## EXPRESSIONS COMMON IN CONTRACTS p.27

### Compound adverbs

In a preamble to a contract – this part of a contract is also called “recitals” – the words **whereas** and **whereby** can seem confusing. In general, **whereas** in this context simply introduces the information about the transaction that the two parties want to enter into and **whereby** introduces the main part of the contract in which all the agreed clauses are set out.

The difference between **hereafter** and **hereinafter** is as follows: **hereafter** means “from this point in time” and **hereinafter** – “from this point in the document”. Equally, **thereafter** means “from that point in time”.

In “The supplier **hereby** agrees that ...” the word **hereby** means “as a result of this document”. In “The obligations **hereunder** of the supplier cannot be assigned except with ...”, the word **hereunder** means “under this agreement”.

Moreover, words like **hereto**, **thereof** and **herewith** are not as difficult as they look.

**Here** is used in a legal document to refer to this document.

**There** is used to refer to documents or agreements other than this document itself.

Depending on the context, a preposition can be added to **here** or **there**.

For example: “The parties to this agreement” can become “The parties **hereto**”.

“The whole sum or any part **of it**” can become “The whole sum or any part **thereof**”.

## Adjective + preposition

Contracts often contain difficult adjective + preposition word pairs, like **subject to**, **pursuant to** or **conditional upon**. Basically, all three mean the same as **in accordance with**.

## STYLE TIPS FOR LEGAL TEXTS p.31

Legal English often uses **past participles** to make sentences more compact. Instead of:

“The price which is charged for the goods shall be ...” or “... the number of items which is specified in Annex 2”

The contract says:

“The price **charged** for the goods shall be ...” or “... the number of items **specified** in Annex 2”

**Present participles** are also used to make sentences more compact. So instead of:

“The agreement which exists between the two parties is due to expire at the end of this calendar year.”

We can say:

“The agreement **existing** between the two parties is due to expire at the end of this calendar year.”

## INTERACTING WITH A CLIENT p.35

Lawyers need to get information from their clients and summarize what the client has said, to direct the consultation and to express their own point of view. The following questions and expressions can be useful.

### Getting information

Could I start by asking you when / why / how the problem began?

And what happened then?

What did you do then?

How did the other party react to this?

Could you explain why ...?

### Getting the client to refocus

Let me take you back to ...

### Checking and clarifying

So, if I understand you correctly ...

Could you explain what you mean by ...?

### Expressing an opinion

As I see it ...

Our best option would be to ...

## GIVING ADVICE AND MAKING RECOMMENDATIONS p.11

Some expressions for giving advice and making recommendations require a gerund and some an infinitive. Note: Some phrases are appropriate when spoken but are not appropriate in a formal written context.

**Gerund (-ing)**

I (would / wouldn't) *suggest / recommend* **doing** something to limit your liability.

How / What about **doing** something to limit your liability? (**spoken**)

**Infinitive**

I think / don't think you *should* **allow** yourself to be liable for unlimited sums.

I (strongly) *advise* you to **limit** your liability.

You *could* always **change** the objects clause. (**spoken**)

You *ought* to **change** the objects clause. (**spoken**)

Why don't you **change** the objects clause? (**spoken**)

All the above phrases can be used when you are advising someone directly.

If you are discussing what **he / she / they** should do, you can use the following phrases:

I would (wouldn't) advise him to ...

I (don't) think we should ...

He (really) ought to ...

He could always ...

If you would like to *recommend* and *suggest* concerning a third party, the structure is as follows:

I recommend / suggest that s/he should + infinitive

**GIVING REASONS AND EXPLANATIONS p.13**

It is often important to give reasons and explain things step by step.

Note: Words like **firstly** and **first of all** aren't used in the same way.

**Enumerating reasons**

**Firstly**, the investor is investing with minimum risk ...

**Secondly**, the investor receives 75% of any rent above the minimum.

**Thirdly**, ...

**Finally**, ...

**Explaining the steps involved in a procedure**

**First of all**, we need to discuss the business relationship between ...

**Next**, I would suggest depositing ...

**Following that**, it would be your job to persuade ...

**Last of all**, we would notify the tax office ...

**NB.** Be careful with **at first**. We use this to express the fact that we thought something initially and then changed our minds.

Example: At first it seemed to be a good idea to form a private limited company. Later we realized that this would be too expensive and too complicated.

**EMPHASIZING A POINT p.62**

We can add emphasis to what we say in the following ways:

- 1 By stressing a particular word e.g. I **will** try to keep it straightforward.
- 2 By adding the auxiliary "do" e.g. I **did** find ...
- 3 By restructuring the statement, "Clause 5 is the problem" into "**It's** clause 5 **that** is the problem."

- 4 By restructuring the statement, "I would recommend that you allocate..." into "**What** I would recommend **is** that you allocate ..."

- 5 By moving certain negative or near negative adverbs or adverbial phrases e.g. **never**, **under no circumstances**, **at no time**, **on no account**, **seldom** to the beginning of the sentence.

Therefore, "You should not under any circumstances, just allow the lease to be extended" becomes "**Under no circumstances should you** just allow the lease to be extended."

When we use this structure the subject and verb invert i.e. "you should" becomes "should you".

**NB** When the main verb is in the *simple present* or *simple past* the following happens:

"My client never claimed he was a partner in the company" becomes "Never **did** my client **claim** he was a ..."

**PRESENTING AN OUTCOME p.24**

We agreed / decided to ...

The best option here is to ...

In return they will ...

By way of compensation they will ...

**HYPOTHESIZING ABOUT PAST ACTIONS p.66**

Sometimes in the legal profession it is important to look back at the past and consider possibilities that were an alternative at the time, but that didn't happen. We often do this when we talk about mistakes we made or mistakes we avoided making. The structure works as follows:

If we **hadn't implemented** those risk management measures, we **would have gone** under.

The logic of the statement is that they **did** implement the risk management measures and as a result they **didn't** go under.

**LANGUAGE OF NEGOTIATION p.43**

In a negotiation, **confrontational** language ("We can't possibly accept that.") states absolutes and closes down options. **Tentative** language ("We would find that difficult to accept.") makes the speaker's position clear, but leaves options open.

**Tentative**

*I'm afraid* my board *might* find that figure a little low.

We *might be able* to agree to ... if we could participate in ...

Any other type of agreement *isn't* really *workable* ...

EUR 30,000 *isn't* really *high enough*.

*I think* EUR 45,000 is a *little* high.

is better than...

**Confrontational**

My board *will* find that figure too low.

We will agree to ... if we *can* participate in ...

Any other type of agreement is *unworkable* ...

EUR 30,000 is *too* low.

EUR 45,000 is *too* much.

When you compare, for example, laws or legal structures you can use the following phrases:

The UK Financial Services Authority	<b>is (broadly, basically)</b>	<b>equivalent to</b>	the US Securities <b>like</b> and Exchange Commission.
		<b>similar to</b>	
		<b>comparable to</b>	
		<b>the same as</b>	
	<b>is (a little, very, completely)</b>	<b>unlike</b>	
		<b>different from</b>	
	<b>differs (slightly, completely)</b>	<b>from</b>	

## WORD BUILDING – LEGAL VOCABULARY

Prefixes and suffixes are added to modify words.

Prefixes e.g. in-, un-, over-, ex-, are used to change the meaning of a word.

Suffixes e.g. -ate, -able, -tion, -ship, -ment, -ism, -ee, -ity, -ly, are used to change both the meaning and the grammar of a word, i.e. to turn it into a noun, an adjective, an adverb.

Look at the following examples:

valid (adj.) – **invalid** (adj.), **validity** (n), **validate** (v)

patent (n. or v.) – **patentee** (n. *person*), **patented** (adj.), **patentable** (adj.)

compose (v.) – **composer** (n. *person*), **composition** (n.)

respond (v.) – **response** (n.), **respondent** (n. *person*), **responsive** (adj.), **unresponsive** (adj.)

## EXPRESSIONS USED IN TAKEOVERS

A lot of colourful expressions are used in the context of takeovers. Here are a few common ones.

white knight	A friendly bidder who is brought in by the target company to outbid a hostile bidder.
black knight	This is a hostile bidder.
poison pill	A strategy adopted by the target company to make itself unattractive to the bidding company. It might involve a shareholders' rights plan, changes to voting and non-voting stock, or an acquisition which burdens the target company with higher levels of debt.
killer bees	These are the experts (lawyers, accountants etc.) employed by a target company to fend off a hostile takeover bid.
whitemail	This is the opposite of blackmail. Here the target company sells stock to a friendly third party at a discount price.
bear hug	The bidder offers a share price too high to refuse.
crown jewels	All the valuable assets of the target company.