

Anna Konieczna-Purchała

Practical English for Lawyers

Handbook

4th edition



LEGAL & BUSINESS
ENGLISH



PRACTICAL ENGLISH FOR LAWYERS

Anna Konieczna-Purchała

Practical English for Lawyers

■ Handbook

4th edition



Wydawnictwo C.H. Beck
Warszawa 2014

Practical English for Lawyers
Handbook

4. wydanie

Wydawca: Anna Wiczorek

Redaktor językowy: Nicholas Faulkner

Projekt okładki: Robert Rogiński



© Wydawnictwo C.H.Beck 2014

Wydawnictwo C.H.Beck, Sp. z o.o.
ul. Bonifraterska 17, 00-203 Warszawa

Skład i łamanie: DTP Service

Druk i oprawa: Elpil, Siedlce

ISBN: 978-83-255-6580-0



ISBN e-book: 978-83-255-6581-7

Preface / VII

Wstęp / IX

Bibliography / XI

Units / 1

Unit 1. Contract negotiation and drafting / 3

Unit 2. Remedies for breach of contract / 19

Unit 3. Partnerships, companies, corporations / 33

Unit 4. Stocks and shares / 49

Minitest 1 / 62

Unit 5. Real estate / 65

Unit 6. Intellectual property / 79

Unit 7. Labour law / 91

Unit 8. Taxes / 105

Minitest 2 / 117

Unit 9. Accounting / 121

Unit 10. Public administration / 135

Unit 11. Civil law / 149

Unit 12. Crime / 163

Minitest 3 / 179

Unit 13. European Union / 183

Answer Key / 201

Preface

Practical English for Lawyers is a handbook for **practicing lawyers** and **law students** who need to use not just general English, but also the specialized language of law. It is tailored to be useful for those working within the Polish legal system, but in English. It focuses on **civil law**, **commercial law** and **labour law**, as well as **taxes** and **accounting**.

The book is intended for **self-study**. It will also work well as an **element of a language course**. Its primary aim is to introduce the reader to English vocabulary necessary to describe the Polish legal system, to draft contracts, to analyse contracts drafted by/for foreigners, to draw up legal opinions, and to offer legal assistance in English. Its secondary aim is to prepare the reader for the **TOLES** examinations and Cambridge English: Legal (**ILEC**).

Modern teaching approaches are applied throughout. The emphasis is on reader autonomy, independent discovery of the rules of language, communication, and the ability to really understand a text. Each unit contains a list of English legal terms together with their **Polish equivalents**. However, especially for those following a self-study course, a good dictionary will prove very helpful. The book will be most useful to students with general English knowledge at **Intermediate** level or above (Council of Europe level **B1** or higher).

Warsaw, July 2014

Anna Konieczna-Purchała

Książka *Practical English for Lawyers* przeznaczona jest dla **prawników i studentów prawa**, którym potrzebna jest znajomość nie tylko ogólnego języka angielskiego, ale i specjalistycznego prawniczego. Zakres tematyczny książki obejmuje głównie instytucje prawa **cywilnego, handlowego i prawa pracy**, a także **podatków i rachunkowości**.

Książka nadaje się do wykorzystania do **samodzielnej pracy**, lecz może też stanowić **element kursu językowego**. Pierwszym i najważniejszym jej celem jest poznanie przez czytelnika słownictwa angielskiego pozwalającego na opisywanie polskiej rzeczywistości prawnej, konstruowanie umów, analizę umów sporządzonych przez/dla obcokrajowców, tworzenie opinii i udzielanie porad prawnych w języku angielskim. Drugim celem może być przygotowanie czytelnika do zdawania egzaminów **TOLES** i Cambridge English: Legal (**ILEC**).

IX

Publikacja oparta jest o **nowoczesne metody nauczania** języków obcych. Nacisk zatem kładziony jest na autonomię uczącego się, samodzielne dochodzenie do zasad rządzących językiem, komunikatywność oraz rozwijanie sprawności rzeczywistego rozumienia tekstu. Każdy rozdział zawiera listę prezentowanych w nim terminów wraz z **tłumaczeniem** na język polski, jednak przydatny będzie dobry słownik. Dla owocnego korzystania z książki niezbędne jest opanowanie ogólnego języka angielskiego na poziomie **Intermediate** lub wyższym (poziom Rady Europy **B1** lub wyższy).

Warszawa, lipiec 2014 r.

Anna Konieczna-Purchała

Foreign resources

- K. Adams*, *A Manual of Style for Contract Drafting*, American Bar Association 2008.
- M. J. Allen*, *Textbook on Criminal Law*, Oxford 2005.
- R. Cooter, T. Ulen*, *Law & Economics*, London 2004.
- D. Cotton*, *Business Class*, London 1991.
- M. Fox, Ch. Bell*, *Learning legal skills*, Oxford 1991.
- B. A. Gardener* (ed.), *Black's Law Dictionary*, Thomson West 2004.
- B. A. Gardener*, *Legal Writing in Plain English: A Text With Exercises*, Chicago 2001.
- R. Haigh*, *Legal English*, Routledge Cavendish 2004.
- I. MacKenzie*, *Financial English*, Heinle 2002.
- E.A. Martin and J. Law* (eds), *Oxford Dictionary of Law*, Oxford 2006.
- B. Mascull*, *Business Vocabulary in Use Advanced*, Cambridge 2002.
- B. Mascull*, *Business Vocabulary in Use*, Cambridge 2002.
- D. Parkinson* (ed.), *Oxford Business English Dictionary for Learners of English*, Oxford 2005.
- H. A. Robert* (ed.) *Principles of Contract Law*, West 2004.
- F. Rose* (ed.) *Blackstone's Statutes on Contract, Tort and Restitution*, Oxford 2006.
- G. Rivlin*, *Understanding the law*, Oxford 2006.
- F. Rose*, *Blackstone's Statutes Commercial & Consumer Law*, Oxford 2006.
- R. C. Wydick*, *Plain English for Lawyers*, Carolina 1998.

Polish resources

- E. Ożga*, *The Great Dictionary of Law and Economics, English-Polish*, Warsaw 2006.
- E. Ożga*, *The Great Dictionary of Law and Economics, Polish-English*, Warsaw 2009.
- R. Koziarkiewicz*, *Dictionary of Accounting, Audit and Tax Terms. English-Polish, Polish-English / Słownik rachunkowości, audytu i podatków. Angielsko-polski, polsko-angielski*, Warsaw 2008.
- R. Koziarkiewicz*, *Dictionary of Tax Terms. English-Polish, Polish-English / Słownik terminologii podatkowej angielsko-polski, polsko-angielski*, Warsaw 2006.
- R. Koziarkiewicz*, *Dictionary of Real Estate Market. English-Polish, Polish-English / Słownik rynku nieruchomości. Angielsko-polski, polsko-angielski*, Warsaw 2008.

- E. Myrczek*, Dictionary of Law Terms English-Polish, Polish-English / Słownik terminologii prawniczej angielsko-polski, polsko-angielski, Warsaw 2006.
- E. Myrczek*, Lexicon of Law Terms, Warsaw 2007.
- J. Jaślan, H. Jaślan*, Słownik terminologii prawniczej i ekonomicznej angielsko-polski, Warsaw 2005
- J. Pieńkos*, Polsko-angielski słownik prawniczy, Cracow 2002.
- L. Berezowski*, Jak czytać i rozumieć angielskie umowy?, Warsaw 2009.
- L. Berezowski*, Jak czytać i rozumieć angielskie dokumenty sądowe w sprawach cywilnych?, Warsaw 2011.
- R. Lewandowski*, Polish Commercial Law: An Introduction, Warsaw 2007.

Units

Reading 1 > A Hard Bargain

George Bracer is in charge of organising a series of summer concerts of classical music in the garden of the city hall. It is now early spring. The musicians have already been booked to perform, but this is just the beginning of George's hard work. A stage needs to be built in the garden; chairs for the audience need to be procured; a catering company must be engaged to provide food and drinks. Today, George has a second meeting with Joan and Jacob, who represent the construction company responsible for building the stage.

'Joan, Jacob, **it is a pleasure to welcome you here today**', he greets them as they enter his office and make themselves comfortable. '**Thank you very much for coming** at such short notice. As you know, the schedule is tight, so we need to make some important decisions here today. **As our first order of business**, can we agree on a procedure for this negotiation?'

'Sure, George, good idea', Joan nods her head. '**If I may suggest**, let's see what options we have first, then you might have to give us a moment to consult with headquarters. Ultimately, we should be able to make all the decisions here today, without any need for further meetings. **Is that compatible with what you would like to see?**'

'Yes, that's perfect', agrees George.

'Right. Now, at our last meeting we discussed the final deadline for the project. **As far as I remember**, you suggested that we should agree on 30 May. **We've given it a lot of thought** and we reckon it is not realistic. We will not comfortably finish our side of the project before 25 June. The first concert is planned for 27 June, so we would still be well within the time frame,' Jacob points to the dates on the small calendar on the desk.

'**I am not sure I fully understand your point**. Do you mean the building work will not be finished earlier than 25 June?' enquires George.

'No, not exactly. The builders should be able to complete the construction on 7 June. However, we need to allow extra time for the building inspector's visit and for clearing all the paperwork. Also, the tools and vehicles will need to be removed, the site cleaned up, the grass restored – all of that will need time too.'

'**I understand that.** However, I cannot accept a schedule where only two days are left between you finishing and the first concert beginning. Then again, **as far as my suggestion was concerned** – the 30 May deadline – it referred only to the construction work itself. **I would be willing** to give you an extra two weeks, i.e. until 14 June, for the other aspects of your work that you just mentioned.'

'**I see**', Joan cocks her head. '**From where we stand**, a better idea would be to push the construction deadline a bit further – some of this work just can't be rushed, no matter how hard the builders work: elements require time to set, and so on. On the other hand, we might be able to compensate by shortening the extra time afterwards.'

'**Could you be a little more specific?**'

4 'Let me have a word with the construction team leader, ok?' Jacob reaches for his mobile phone and speaks to someone quickly. When he gets off the phone, he is ready to rephrase his offer. '**Let me make an alternative proposal**', he says. 'The construction work will go on until 7 June as planned. However, we will then work at maximum capacity to shorten the time for the extra tasks. This way, we can plan the final deadline for 20 June. **Would that be acceptable to you?**'

George considers this for a moment, pen and calendar in hand. He does not seem convinced. Finally, he says: '**The bottom line is**, I am not comfortable with having the final deadline so close to the date of the first concert. It leaves me no **room for manoeuvre** in case anything goes wrong. I'd be prepared to give you more time – say, until 5 June – for the construction, and then a maximum of two weeks for the remaining tasks. This way, we should be finished on 18 June. Would you be prepared to accept such a timeline?'

Joan looks at Jacob. 'You **drive a hard bargain**, George!' they laugh. 'We should be able to be ready by then, but under one condition.'

'What is that?'

'The cleaning crew would have to be working overtime for these two weeks. This means our overall price for the project would go up slightly, compared to the estimate we provided, to reflect the higher payments that would have to be made.'

‘That’s fair’, concedes George. ‘**Let’s just confirm the details** then. Your price estimate would remain the same, with the exception of labour costs, which would increase by...?’

‘Say, 5%,’ proposes Joan. ‘And yes, the other elements would not be affected.’

‘**I believe we have an agreement here** – 5% is acceptable.’

‘**So, are we finished with that point? If so, let’s go on to the next one.**’

George, Joan and Jacob still have a few points to negotiate, but they are all quite sure that they can **find common ground** – find a way of accommodating the interests of both parties.

Reading 2 > Negotiations > Useful Phrases

To **open** (= start) a **negotiation**, you can use the following phrases:

- I would like to welcome you to this introductory meeting / to today’s meeting / to our final meeting.
- It’s a pleasure to welcome you here today / to welcome you on behalf of our team / to welcome you to our headquarters.
- I would like to begin by suggesting an agenda / by putting forward a suggestion for an agenda / by going over our agenda for today.

To make sure that a **suggestion** is **acceptable** to the other party, or to check whether the other party has anything to add at a given point, you can ask:

- How does that fit in with your objectives? Is it acceptable?
- Does that meet your expectations?
- Is there anything you would like to change at this point?
- Would you like to introduce any amendments to our decisions so far?

If you need **clarification** (= explanation) of some point, the following phrases can be helpful:

- Could you be a little more specific?
- Could you clarify this point for me?
- Could you perhaps give some more details concerning this point?
- What exactly do you mean by this?
- Could you explain in more detail how you imagine this in practice?

Here are some useful phrases for the **bargaining phase** of the negotiation (= when it is time to make the decisions who will do what, and in exchange for what):

- We have given a lot of thought to what you propose, and we are now ready to respond.
- As far as your proposal is concerned, we believe that it needs to be discussed further / that it puts us at a slight disadvantage / that it might work for us, with a few small changes.
- We would be willing to accept it, provided that you lower the price by 5% / give us an extra month / extend the deadline a little further.
- We'd be prepared to accept your suggestion, on one condition.
- We would like to offer an alternative / to make an alternative proposal.
- We feel that there should be some trade-off if we agree. Therefore, we suggest...
- What would you be willing to offer in return?

To **decline an offer** (= to say NO), you can use the following phrases:

- I'm afraid your offer doesn't go far enough.
- Unfortunately, we must decline your offer, for the following reason(s).
- I'm sorry, but we cannot accept this.

To **accept an offer** (= to say YES), you can use the following phrases:

- We are happy to accept this agreement.
- Yes, this is perfectly acceptable to us.
- I believe we have an agreement.
- We have a deal.
- It's a deal.

If a participant of a negotiation is **digressing** (= moving away from the main subject) and you feel this is not an appropriate moment for that particular discussion, use one of these phrases:

- Can we leave that for later and first look at point 2 of the agenda / and finish this discussion first / and give consideration to these concerns first?
- Could we deal with the employment matters first / with the questions raised by John first / with Evelyn's suggestion first?

Exercise 1

Fill the gaps with appropriate words. The first letter of each required word has been already given. All the words you need for this exercise have been used in Reading 1 > A hard bargain and Reading 2 > Negotiations > Useful Phrases.

Example: Good morning everyone! It is my pleasure to welcome you here today on behalf of Excellence Ltd.

1. Is our proposal c..... with what you would like to see?
2. I would like to begin by suggesting the following a: first, labour issues, then the dividend payments, and finally the suggested takeover bid.
3. As far as your suggestion is c....., I believe we can move the deadline two days forward – would that be acceptable to you?
4. I would be w..... to accept this change on the condition that you keep us fully informed about the progress of the work.
5. Could you be a bit more s.....? I am not sure I'm picturing the details of that correctly.
6. Could you c..... this for me, please? I am afraid it is difficult for me to follow since I have little background in this area.
7. If this is not in line with what you expected, let me make an a..... proposal.
8. The b..... line is, we need to be ready for the beginning of the Olympic Games.
9. This solution offers no flexibility and gives us no room for m..... in case any problems arise.
10. I think we would need a t.....-o..... here. If we agree to do as you ask, what can you offer in exchange?
11. I am afraid I must d..... your offer – accepting it would mean that our people have to work 24/7, and we cannot afford that.
12. Marvellous! That's exactly what I was looking for. We have a d.....!
13. He is a very tough negotiator and he is famous for always d..... a very hard bargain, for which he is both adored and widely hated.
14. Can we l..... this point for later? I understand that it is valid, but there are other issues we need to discuss first.
15. The key to successful negotiation is finding c..... ground and looking for solutions that would satisfy both parties.