FOREWORD

'Legal English Advantage' is a course of English for law students. It is designed predominantly for the master's level, however the scope of addressed linguistic skills is broad enough to embrace both senior undergraduates and practicing lawyers who seek to improve their linguistic proficiency.

Any new legal English course is expected to bring something to the table, and *'Legal English Advantage'* strives to do just that. It has a traditional structure with each of 12 units comprising 5 sections typical of most language courses: a lead-in, reading comprehension tasks, vocabulary build-up exercises, writing and the take-away vocabulary. However, these traditional activities involve doing some less typical tasks.

Firstly, the *Lead-in* section, while inviting students to discuss a range of fundamental concepts and widely used terms related to a particular area of law, encourages them to perform a linguistic analysis and justify their choice of lexical units cutting across the law discourse. At the same time, the discussion should also rely on students' expertise, prompting them to engage in comparative law research.

Secondly, the reading materials draw on a variety of law-related sources, such as legislation, judgments, contracts, 'soft' law and journalistic commentary of law issues. Rather than focusing solely on law topics, its reading comprehension tasks encourage students to look for law connotations of the general language use.

The *Vocabulary build-up* section highlights specific lexical and grammar structures of the reading section . The tasks direct students' attention to the appropriate use of law terms, and once again the focus is on finer differences between the terms commonly referred to as 'synonyms'. Many tasks require that students suggest and discuss the translation of law terms into their native language – here the aim is to raise their awareness of the broad application scope most law terms have.

Finally, the *Writing* part, coming at the end of each unit, offers assignments ranging from essays and letters to reflection papers. These tasks aim to improve students' proficiency in using relevant terminology, collocations, and key vocabulary in a coherent text. The *Take-away vocabulary* — a list of key terms and collocations of the unit – is meant to provide a tool for a self-check or a teacher-planned assessment activity.

The first six units introduce some common terms and concepts of private law, while the remaining lessons cover a range of public law topics. However, the real focus of the book is the language of the law – the course primarily aims to boost linguistic skills of aspiring and practicing lawyers.

Upon completion of the course students are expected to demonstrate improved skills in a wide range of activities, such as analytical reading, unpacking the meaning

of complex excerpts, use of legal terminology, collocations, synonyms. As a result, they should end up with significantly enhanced overall communicative competence.

We were developing *'Legal English Advantage'* for over ten years, and our master students, who were doing – sometimes struggling with – the tasks and offering useful comments, should be credited with an important role in our effort to improve the course. We should also thank the reviewers of the course – their opinions and recommendations really helped.

We extend our deepest gratitude to Judge Stephen P. Friot, who was generous in devoting his time to reading the course and inspiring in his commentary and advice. The insights he shared were truly invaluable.

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UNIT I. THE BAR

Lead-in

1. In the following excerpt from the Rules of conduct for barristers fill in the gaps with a fitting word; translate the phrases in italics:

A barrister must not:

(a) *eng... in conduct* whether *in pursuit of his profession or otherwise* which is:

(i) dishonest or *otherwise discreditable to* a barrister;

(ii) *prejudicial to* the ad..... of justice; or

(iii) likely to diminish public conf..... in the legal profession or the administration of justice or otherwise *br..... the legal profession into disrepute*.

2. Law dictionaries define legal malpractice as a lawyer's failure to render professional services with the skill, prudence and diligence that a reasonably prudent lawyer would use under similar circumstances.

Using the prompts in the box, suggest your explanation of the principle of conflict of interests – a ground for malpractice claims against lawyers.

divided loyalties; to place above; to uphold principles; a potential conflict; to be aware of; to disclose information; a former client; government employees

Reading

3. Line-by-line comprehension: read the article and answer the questions.

Text of the Model Rules of Professional Conduct; 2019 by the American Bar Association (abridged).

Client-Lawyer Relationship

Rule 1.2: Scope of Representation & Allocation of Authority Between Client & Lawyer

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

1) Who is to take decisions about the aims of the representation and the ways to achieve them?

2) Does the lawyer have to obtain a client authorization for every step he/she takes?

Rule 1.8: Current Clients: Specific Rules

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

3) What synonym to the word 'adverse' would you suggest?

4) What four prerequisite conditions allow a lawyer to enter into a business transaction with a client?

(d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) a lawyer may advance court costs and expenses of litigation, the repayment of which `may be contingent on the outcome of the matter; and

(2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

5) In what way is the client's privacy protected?

6) What synonym to the word 'contemplated' would you suggest?

7) Should a lawyer always expect to get the money back in case he covers the expenses himself / herself?

(h) A lawyer shall not:

(1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement; or

(2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith.

(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) acquire a lien authorized by law to secure the lawyer's fee or expenses; and

(2) contract with a client for a reasonable contingent fee in a civil case.

8) Is there a total ban on the lawyer-client agreements protecting the lawyer against malpractice suits?

9) What does 'therewith' stand for?

10) What legal instruments allow a lawyer to obtain a pecuniary interest in the case?

Rule 1.16: Declining or Terminating Representation

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of the rules of professional conduct or other law;

(2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or

(3) the lawyer is discharged.

11) What circumstances related to the client may bar a lawyer from the representation?

Understanding / rendering the main points

4. What aspects of the client-lawyer relations do the rules above cover? Formulate your answer in 7—8 sentences. Aim at rephrasing the language of the Reading.

5. Read the following sentences. Formulate the points of difference in their message:

a. A lawyer shall not enter into a business transaction with a client. –
A lawyer may contract with a client.

b. The lawyer was discharged. –
The lawyer withdrew from representation.

c. A lawyer shall not acquire pecuniary interest. –
A lawyer shall not acquire a proprietary interest.

Vocabulary build-up

6. Using the verbs and nouns below, form common collocations; suggest equivalents in your language:

to commence; to settle; to pursue; to file; to resolve; to bring; to withdraw
action, litigation, matter, claim, case

7. Revisit the Reading: suggest synonymous phrases to the words in italics in the left column; use them to fill in the gaps in the right column. One phrase is extra.

a. to *forgo* one's right (Rule 1.2) b. to *present, introduce* (Rule 1.2) c. *afterwards* limiting (Rule 1.8) d. *depending on* the outcome (Rule 1.8) e. *unresolved* litigation (Rule 1.8) f. a *penniless* client (Rule 1.8) g. representation has *started* (Rule 1.16) h. *substantially* impairs (Rule 1.16)	1) The work is due to _____ shortly, so hopefully the problem will finally be resolved. 2) The decision is _____ finding suitable alternatives. 3) She _____ a guilty plea without having gone through a preliminary hearing. 4) Public school education was provided for _____ children. 5) The fee is _____ if you spend more than £50,000 a year on the card.

	6) Several firms were _____ affected by these regulatory decisions. 7) The new law will be _____ applied from 31 October 2019.

8. Using the nouns from the box, fill in the gaps and translate the 'scope' collocations in italics:

authority, representation, employment, contract

a. It may be very similar work but still *out of the scope of the existing* ... .

b. The Defendants' were acting bona fide *within the scope of* the director's ... .

c. The rule will limit *the scope of* ... to providing certain specific legal services.

d. In every personal injury case, whether the plaintiff or defendant was acting *in the course and scope of* ... is a critical issue.

Writing

9. Write a short essay (250–300 words) on the following topic:

"Allocation of authority in the relationship between a client and a lawyer: who should have the upper hand?"

Use at least 4–5 phrases from the Take-away vocabulary below.

Take-away vocabulary:

Noun phrases	***Verb phrases***
adverse to a client	abide by decisions
business transaction	acquire pecuniary interest
conclusion of representation	advance court costs
contemplated litigation	carry out representation
fair and reasonable terms	discharge a lawyer

impliedly authorized	fully disclose the terms
in substantial part	materially impair the ability
independent legal counsel	pay expenses
indigent client	provide financial assistance
liability for malpractice	pursue objectives
objectives of representation	secure fees and expenses
on behalf of the client	seek advice
pending litigation	settle a claim
professional conduct	violate rules
reasonable fee	waive jury trial
repayment contingent on	withdraw from representation
scope of representation	

UNIT II. CORPORATE VALUES

Lead-in

1. Choose the most fitting variant from each pair of the words in italics to complete the definitions. Explain your choice.

– Companies Act *provides/stipulates* the statutory framework within which companies operate in the UK.

– UK Corporate Governance Code is a part of UK company law with a set of principles of good corporate *governance/management* aimed at companies listed on the London Stock Exchange.

– Articles of association are a document that *specifies/stipulates* the regulations for a company's operations and defines the company's purpose.

2. Should the liability, incurred by non-executive directors, be reduced? Why? Use the phrases from the box. (Note: Non-executive directors, also called external directors, outside directors or independent directors, are not directly involved in management issues.)

a serious impact; an unbiased opinion; to put at risk; board duties; to fail in one's duties; to perform due diligence; intentional violations; to turn a blind eye to

Reading

3. Line-by-line comprehension: read the introductory commentary[1] and the two excerpts below; answer the questions.

When titans of the business world come under attack it is no surprise that collateral damage is suffered by their associates and advisers. Even Lord Grabiner, leading QC and master of Clare College, Cambridge, has been accused of a lax approach

[1] The commentary quotes: Edward Fennell. Legal fallout from BHS battle of titans // The Times. 2016. June 16.

to his role as chairman of Taveta, the Green holding company. **The decision to sell BHS**[1] **was made at a meeting of a sub-group of Taveta's board to which Lord Grabiner was not invited and only retrospectively did he back the deal.**

1) What position did Lord Grabiner hold in the Taveta group?
2) Why is Lord Grabiner's attitude to his duties described as 'lax'?
3) How does the author add emphasis to the phrase in ***bold****? What is he trying to emphasise?*

Business governance currently falls "between the stools" of the legal and governance code obligations. There is also a lack of appropriate penalties. Currently it is very expensive and time-consuming to disqualify a director. It is the big bazooka which the authorities are reluctant to use, unless there is a big deficit on insolvency. So the answer is to introduce a graduated system of penalties providing for restrictions on a director's authority or periods of suspension. It would be a more effective way of holding directors to account. In short, the failure of BHS is down to business decision-making and the legal context in which it operates. If culprits are needed, perhaps politicians should look first to themselves".

4) What gap in the current framework makes it especially difficult to discipline directors?
5) Who is the author shifting the blame to? Why?
6) What phrases add informality to the text? Change the identified informal phrases into more formal ones.

Excerpt 1

JOINT OPINION[2]

Corporate governance

There was nothing wrong, in principle, with the Taveta Group directors delegating authority to a sub-committee comprising four individuals with relevant knowledge and expertise to negotiate a sale of BHS, provided that authority was within appropriate parameters.

[1] **BHS – British Home Stores**, commonly abbreviated to **BHS**, was a British department store chain. In April 2016, the company entered administration and eventually wound down by late August 2016.

[2] The excerpt is taken from the legal advice provided by the counsel (Lord Pannick QC and Hanif Mussa specialising in public law and Michael Todd QC and Ben Shaw specialising in company law) to the directors of the Taveta group of companies regarding the criticisms contained in the report on the retailer BHS produced by two Select Committees of the House of Commons.

We do not agree that good corporate governance required that Lord Grabiner QC, as the Chairman, ought to have participated in such negotiations. Even if the full board of directors of TIL2 had subjected the terms of the sale of BHSGL shares to RAL to closer scrutiny, as the Report alleges it should have done, it would have made no difference to the outcome: the sale would have proceeded on the same terms as were in fact agreed.

7) According to the counsel, what makes possible for the board of directors to delegate authority to a smaller group of people?

8) On what grounds is Lord Grabiner's conduct justified?

Excerpt 2

Principles for the division of the board responsibilities

The chair leads the board and is responsible for its overall effectiveness in directing the company. They should demonstrate objective judgement throughout their tenure and promote a culture of openness and debate. In addition, the chair facilitates constructive board relations and the effective contribution of all non-executive directors, and ensures that directors receive accurate, timely and clear information.

9) Can you describe the functions of the chair as supervisory? Why?

The board should include an appropriate combination of executive and non-executive (and, in particular, independent non-executive) directors, such that no one individual or small group of individuals dominates the board's decision-making. There should be a clear division of responsibilities between the leadership of the board and the executive leadership of the company's business.

Non-executive directors should have sufficient time to meet their board responsibilities. They should provide constructive challenge, strategic guidance, offer specialist advice and hold management to account[1].

10) Why is it vital to maintain two separate types of leadership?

11) What is implied by 'constructive challenge' that should be offered by non-executive directors?

4. Study Clauses 170–177 of the UK Companies' Act (2006): does the Act specifically provide for the duties of chairmen and non-executive directors? Why?

[1] UK Corporate Governance Code, 2018.