

ADVANCED LEGAL ENGLISH

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Catherine Mason has been a teacher of legal English at Cambridge Law Studio for more than twenty years. She believes that the language she is obliged to teach is unnecessarily complicated, especially the English used in **cross-border contracts**, where many of the lawyers involved in the transaction are probably dealing with English as a foreign language. She explains some of her thoughts on the English of contracts below.

(A) THE TWO CATEGORIES OF WORDS YOU WILL FIND IN A CONTRACT

When studying the language of the law, international lawyers are often advised to divide the vocabulary of contracts into two categories: (i) **'terms of art'**, which means certain technical, legal words that are seen as being impossible to replace and (ii) **'legalese'**, which means the non-legal but problematic English words that lawyers use instead of choosing something more easily understandable. For example, **'indemnify'** is a term of art, because lawyers say it has a decided, legal meaning. On the other hand, the truly awful **'notwithstanding'** is legalese, because the lawyer who decided to use it could have just said 'despite'. Happily, some lawyers want to abandon legalese and replace it with **'plain English'**. There is a genuine need for this. Texas District Judge Lynn Hughes has said,

"The common language of the law is not the product of necessity, precedent, convention, or economy, but it is the product of sloth, confusion, hurry, cowardice, ignorance, neglect, and cultural poverty."

Judge Hughes is in Texas and I am in Cambridge (the one in England), and although I have never met him and certainly do not share some of the views he has expressed, I am a big fan of his comments on the language of the law. As an illustration of what he means, look at the extract below, which is from a contract for the sale of a house in Florida.

"WHEREAS, Seller is desirous of selling the Property as hereinafter defined in Paragraph 2 hereof and Purchaser is desirous of purchasing the Property on the terms and hereinafter set forth"

The really annoying thing is, there are no 'terms of art' here that the lawyer who drafted it absolutely needed to use. This is pure legalese when it is completely unnecessary. But **proponents of traditional drafting** defend the use of legalese and seem determined to continue using it. This means that **lawyers working on cross-border contracts are likely to see agreements in a variety of styles**, ranging from very natural and modern plain English, through to agreements for the sale of things such as shares, land, or food that look as if they were possibly drafted by Shakespeare when he was having a bad day.

(B) ARE TERMS OF ART NECESSARY?

My personal opinion is that it is not just legalese that needs to stop; I believe that many terms of art, words with **'judicially defined meanings'** should also be discarded, because they are huge barriers to good communication. Some British and American lawyers seem to enjoy long, online debates on what different terms of art mean. An example of this is the term **'hold harmless'**. In my own research, I found comments such as: "There are **two schools of thought** as to what this means." Then, why not just **spell out** what you want to say? Why create confusion and ambiguity?

In response to this suggestion, some lawyers will argue that the word is **useful shorthand**, that it would take several sentences to explain it, and for that reason it should stay. **But the 'shorthand' argument did not save the use of Latin in English contracts**, and we are all now told not to use it because it makes contracts more difficult to understand. So, why should the 'shorthand' argument be used in defence of incomprehensible English? If removing terms of art is a level of mutiny that makes lawyers too nervous, how about using the word but providing an explanation of it in **cross-border contracts**? The agreement would still be **'watertight'**, if that is the drafter's main concern in insisting on using the word, but it would be **readable and understandable** to international colleagues, perhaps saving them a great deal of anxiety and time. It seems the least that we can do, given that the world has been gracious enough to learn English.

EXERCISE

Read A and B opposite and complete the following sentences with a word or phrase from the box below.

(a) cross-border contract	(c) legalese	(e) spell out
(b) term of art	(d) school of thought	(f) watertight contract

1. A (1) is an agreement that has been drafted so carefully that it has no faults, in particular, it has no small mistakes (loopholes) that the other party could benefit from.
2. A (2) is a set of opinions or ideas that a group of people share about a particular, debateable, subject.
3. To (3) the meaning of something is to state what you mean very clearly so that there can be no doubt about what you are saying.
4. A (4) is a binding agreement between businesses that are located in different jurisdictions.
5. A (5) is a word used in a contract that has been interpreted in a certain way by a court and therefore all lawyers in that jurisdiction supposedly know what it means.
6. (6) is the unnecessarily complicated language that lawyers use in sentences around terms of art when they could use more easily understandable words without changing the meaning of the document.

DISCUSSION POINTS

- The vocabulary of legal English can be divided into 'terms of art' and 'legalese'. Can you think of some examples of terms of art and legalese as lawyers use them in legal documents in your jurisdiction?
 - Here are some of the rules on how to avoid legalese that appear in contract drafting style guides for the employees of some London law firms. Which rules do you approve of and which do you disagree with?
1. Never use a complicated word or phrase to appear 'more educated' or 'more sophisticated'. For example, don't use the word '*furnish*', just say '*provide*', because it is easier.
 2. Remove the legal Latin from modern contracts.
 3. Delete any words in the contract that sound like ancient English. For example, don't use words like '*heretofore*', '*hereby*' or '*foregoing*'. Use modern words.
 4. Do not use long lists of synonyms in one sentence that mean the same thing. For example, 'If either party to this contract wishes to *alter*, *amend*, *vary*, or *modify* any provision of this Agreement...' . If you only need one word, use one word, not four.
 5. Keep your sentences short so that the reader has not forgotten the beginning by the time he or she reaches the end.
 6. Use the active and not the passive. For example, say '*The Buyer must pay for the Goods on or before 9 February*' and not, '*The Goods must be paid for by the Buyer on or before 9 February*'.

If you agree with four or more of these rules, you are probably a supporter of plain English drafting and not a proponent of traditional drafting.

Like every other job on earth, the work of the legal profession is being affected internationally by artificial intelligence. This is already starting to have an impact on the education of lawyers as the world's most innovative universities begin to include legal tech awareness in their undergraduate programmes for the lawyers of the future.

Lawyers and law students who try to deny the necessity of finding out more about legal tech are many in number and, sadly, are probably going to become less employable. Legal English will inevitably have to adapt as the technology that assists lawyers to do their jobs more efficiently develops and grows in importance. It is therefore no longer possible to learn legal English effectively without keeping a close watch on developments in legal tech. As this is a digital revolution, it seems fitting that online is the best place to do your research and all you need to do to catch up on this subject is to give it some time and effort. It is a very easily accessible subject. Let's begin the conversation.

The article below by Erin Winick was published recently in the **MIT Technology Review**. It examines how **Artificial Intelligence** is being used in law in the U.S.A. The article is followed by discussion points.

(A) **AI is augmenting and automating** the tasks currently performed by hundreds of thousands of people in the U.S. alone. Meticulous research, deep study of case law, and intricate argument-building-lawyers have used similar methods to ply their trade for hundreds of years. But they'd better watch out, because artificial intelligence is moving in on the field. As of 2016, there were over 1,300,000 licensed lawyers and 200,000 paralegals in the U.S. **Consultancy group McKinsey estimates that 22 percent of a lawyer's job and 35 percent of a law clerk's job can be automated**, which means that while humanity won't be completely overtaken, major businesses and career adjustments aren't far off. In some cases, they're already here.

"If I was the parent of a law student, I would be concerned a bit," says Todd Solomon, a partner at the law firm McDermott Will & Emery, based in Chicago. "There are fewer opportunities for young lawyers to get trained, and that's the case outside of AI already. But if you add AI onto that, there are ways that is advancement, and there are ways it is hurting us as well."

So far, **AI-powered document discovery tools have had the biggest impact** on the field. By training on millions of existing documents, case files, and legal briefs, a machine-learning algorithm can learn to flag the appropriate sources a lawyer needs to craft a case, often more successfully than humans. For example, **JP Morgan announced earlier this year that it is using software called Contract Intelligence, or COIN, which can in seconds perform document review tasks that took legal aides 360,000 hours.**

People fresh out of law school won't be spared the impact of automation either. Document-based grunt work is typically a key training ground for first-year associate lawyers, and AI-based products are already stepping in. CaseMine, a legal technology company based in India, builds on document discovery software with what it calls its **"virtual associate,"** CaseIQ. The system takes an uploaded brief and suggests changes to make it more authoritative, while providing additional documents that can strengthen a lawyer's arguments. "I think it will help make [entry-level lawyers] better lawyers faster. Make them more prolific," says CaseMine's founder, Aniruddha Yadav. "If they are handling a couple cases at a time, they will learn the law faster."

Law schools have recognized the trend and are beginning to adapt: many have created new programs to teach the next generation of lawyers how to use these platforms and speak intelligently to the people building them. **Harvard, for example, offers courses in legal innovation and programming for lawyers.** Arman Moeini, a recent law school graduate and now an associate attorney, had the chance to use electronic discovery software while at the University of Florida. "Although imperfect, this software is quite effective, and drastically cuts

down on the time spent performing document review—a task generally given to entry-level associates at larger national firms,” Moeini says.

There are, however, still obstacles to further adoption of AI in the legal profession. Chief among them is a lack of accessible data to use in training the software. Take the **contract analysis company Legal Robot**. In order to train its program, a team of developers built their own database of terms and conditions by collecting examples from major websites. But that wasn't enough—the company also had to strike deals with law firms to gain access to their private repositories. **In total, they compiled over five million contracts.**

Adam Ziegler, the managing director of the Harvard Law School Library Innovation Lab, wants to remove this barrier to entry. He has helped lead the CaseLaw Access Project, an effort to digitize the entire historical record of U.S. court opinions and make that data available for legal algorithms to read and train on.

Although lawyers are not known for their fast uptake of technology, Ziegler anticipates interest. **“I expect that clients’ knowing that technology can perform many of the repetitive tasks will [make them] increasingly unwilling for lawyers to do that work,”** Ziegler says. “Why would you pay for a junior associate to do the work that technology could do faster?”

DISCUSSION POINTS

- The article refers to lawyers doing “meticulous research” in carrying out their work. The dictionary definition of meticulous is “showing great attention to detail; very careful and precise.” In your opinion, can a lawyer ever research a subject as meticulously as a computer programme? Or, do you believe that a computer programme will never be as meticulous as a lawyer?
- The article says that consultancy group McKinsey estimates that 22 percent of a lawyer’s job can be automated. Do you believe this is the case? If it is true, do you welcome this, or do you see it as a threat to your livelihood?
- Todd Solomon, a partner at the law firm McDermott Will & Emery, says “There are fewer opportunities for young lawyers to get trained, and that’s the case outside of AI already.” If AI reduces training opportunities for young lawyers even more in the future, what ideas do you have about how you can ‘add value’ to what you can offer to an employer? What additional skills can you bring to the job?
- ‘Loan servicing’ is the process of making sure that borrowers pay back the sum borrowed and all interest due on that sum as set out in the loan agreement. It also involves keeping records that affect the creditworthiness of the borrower when considering future loan applications. This information can be shared with other lenders. COIN is the contract intelligence programme used by JPMorgan, the biggest bank in the U.S.A. When the bank used the programme to service commercial loan agreements, it not only did the work faster, it also cut down on mistakes that were previously caused by human error. Is this efficiency, when used by many other organisations, worth the social cost of possibly making thousands of people around the world redundant? Or are they just free to do better things with their time?
- Harvard offers courses in legal innovation and programming for lawyers. Do you have this opportunity? If not, would you be interested in doing this? If this meant dropping one subject from your law degree to allow time to study AI in law, which subject would you remove from your timetable?
- Do you think corporate clients in your country would trust AI to do the work of a lawyer? If not, how long do you think it will take for this attitude to change?

A lawyer needs to use collocation correctly to make sure that his or her English is natural, accurate and professional.

WHAT IS COLLOCATION?

Collocations are sometimes called 'word combinations'. To form a good collocation, you must combine words in a sentence in the same way that native English speakers do. An example of a good collocation is 'to **make** a **decision**'. The collocation is formed by putting the verb 'make' with the noun 'decision'. A bad collocation would be 'to do a decision'. The judge '**adjourned** the **case** until a later date' is a good collocation; the judge 'suspended the case until a later date' is an inaccurate collocation. Some legal collocations are described as strong. For example, 'to **mitigate** a **loss**', meaning to keep the loss as small as possible, is a strong collocation. This is because it is difficult to find another verb to use with the noun to describe this legal obligation. However, other legal collocations are described as 'weak', because several verbs will work well with a particular noun. For example, it is accurate 'to **fulfil** an **obligation**', 'to **perform** an **obligation**' or 'to **carry out** an **obligation**'. If you use inaccurate collocations people will understand you but your English will be much more natural and professional if your collocations are correct.

verb and noun	phrasal verb and noun	adjective and noun	verb and adverb
breach a contract	carry out an obligation	a wide range	to fall sharply
adjourn a trial	run up a debt	fierce competition	to closely resemble
levy a tax	bring up a subject	a final offer	to fail miserably

1

EXERCISE

Read the information above and replace the underlined word in the following sentences with a word from the table to make the sentences correct.

1. A payment of the sum of £50,000 is our last offer to settle this matter out of court.
2. The value of shares in Forster Entertainment plc fell extremely yesterday following the CEO's criminal conviction for tax evasion.
3. The judge suspended the trial until 9am the following morning.
4. Our client was in manufacturing but great competition from China put him out of business.
5. I don't like to introduce the subject of legal costs but it's something we should discuss before we go any further with this matter.
6. The lawyer for the other side tried to negotiate a longer payment period but I'm happy to tell you that he failed terribly.
7. Your client was in violation of contract from the moment he failed to deliver the goods to my client's London premises on the agreed date.
8. The government place tax on imported goods to raise money and to protect domestic manufacturers from cheap competition.
9. I've discovered that my partner in the business has built up debts of £200,000 without my knowledge.
10. The logo that you're using for your restaurant severely resembles the trademark that my client registered 25 years ago and we'll take legal action if you don't stop using it.
11. Our law firm offers a large range of legal services including an online dispute resolution platform.
12. You claim that your failure to do your obligation was due to a force majeure event but it is clear to us that you did not have enough employees to deliver the service that you promised.

EXERCISE

Read the following information and choose the correct word from the list below to complete it.

COLLOCATION IN USE: A claim in the County Court

Jo Rider built a website for Harry Spencer to promote his (1) of restaurants and, despite having a written agreement in place and (2) reminders from Jo, Harry has not paid the (3)..... sum owed to Jo, which is £7,500. Jo has decided to (4) a claim against Harry in her local County Court. She is entitled to claim the £7,500 plus interest from the (5) date. To start the legal process of suing Harry, Jo must (6) the County Court claim form. This form requires information from Jo on both the claimant and the defendant, such as (7) names and addresses, as well as a detailed explanation of the circumstances of the claim being made. Jo could (8) advice from a solicitor or some other legal professional but she must (9) in mind that this is a small claim and any legal fees she may (10) will not be recoverable. The next part of County Court procedure is for Jo to (11) the new claim form to the individual County Court where she wants the proceedings to be (12) It is at this point that court fees will become payable, usually in proportion to the amount being claimed. After the County Court has (13) the claim form, it will be (14) on the defendant and upon the defendant receiving it the first (15) of County Court procedure is complete. The court will usually send the claim form to the defendant by first-class post and it is assumed that the defendant will have received the claim on or before the second business day after posting.

- | | | | | |
|-----------------|------------|-----------|---------------|--------------|
| (a) submit | (d) bear | (g) stage | (j) issue | (m) due |
| (b) take | (e) served | (h) full | (k) numerous | (n) chain |
| (c) outstanding | (f) heard | (i) incur | (l) processed | (o) fill out |

EXERCISE

Read the following case and choose a word from the text to form each of the collocations below.

COLLOCATION IN USE: The Snapchat contract dispute

In 2011 Stanford University student Frank Brown had an idea for a new app. It would allow a user to send a photo from one phone to another but the photo would disappear soon after viewing, making it impossible for the receiver to save the image or forward it to anyone else. Frank shared his idea with a friend, Thomas Spiegel, and they asked computer coder Robert Murphy to help them. The parties entered into an oral agreement to develop the app and to split the profits equally.

- In July 2011, the three contributors launched their new business, Snapchat.
- Soon after, an argument broke out between Frank Brown and Thomas Spiegel.
- Thomas Spiegel and Robert Murphy then changed all passwords and stopped communicating with Frank Brown.
- Frank Brown asserted his right to a share in the business.
- Thomas Spiegel and Robert Murphy then instructed a law firm, Cooley LLP.
- They also incorporated a company as a separate legal entity to run the Snapchat business.
- Frank Brown then brought a claim against the other two on the grounds that Snapchat was created as a partnership with three partners.
- Thomas Spiegel and Robert Murphy denied all of Frank Brown's allegations and denied that any legal obligations had arisen under their previous relationship with Frank Brown.
- In September 2014, the parties settled the claim out of court in an agreement that resolved the dispute between them, which included an agreement not to disclose any information contained in the settlement that had been reached.

- | | |
|--|-----------------------------------|
| 1. To a new business. | 6. To an allegation. |
| 2. To your legal right to something. | 7. To a claim out of court. |
| 3. To a law firm. | 8. To a dispute. |
| 4. To a company. | 9. To information. |
| 5. To a claim against someone. | 10. To a settlement. |

Prepositions are important because they show the relationship between people, places and objects. They are difficult to learn for several reasons. First of all, there are many of them and there is no real logic in trying to decide which preposition to use with a particular word. Secondly, your first language may not have prepositions at all, or, if it does, the prepositions may change in translation. This can lead to not using a preposition where you need one or using the wrong preposition. There are some rules you can learn but there are also exceptions. The best way to learn prepositions in English is to read as much as possible.

PREPOSITIONS OF TIME

Prepositions of time are especially important to lawyers because an incorrect preposition in a legal document could change its meaning. Here is a basic guide to using prepositions of time.

PREPOSITION	WHEN TO USE THE PREPOSITION	EXAMPLE
ON	days of the week	I am in court on Thursday.
IN	months	I am working in Hong Kong in June.
IN	seasons	I worked in New York in the summer.
IN	year	I qualified as a lawyer in 2015.
IN	after a period of time passes	I'll be there in 30 minutes.
IN	period of the day, except night	I often have to work in the evening.
AT	night	I don't like being in the office at night.
AT	weekend	I'll see you at the weekend.
AT	answering a question about time	When? At 2 o'clock.
SINCE	the past until now, stating the starting point in the past	I have been working in London since 2016.
FOR	the past until now, stating the amount of time that has passed	I have been working in London for 10 years.
FROM	a starting date or starting time	The rent will increase from 1 February.
AGO	stating a certain period of time in the past	I was a trainee 5 years ago .
BEFORE	earlier than a certain point in time	I worked in a bank before 2018.
TO/UNTIL	defining a certain period of time	I was working on this case from January to/until May.
UNTIL	how long a period of time will last	I will be at the office until 10pm.
BY	a deadline	File the documents by 5pm.
DURING	before a noun, within a fixed period of time	I read a book during the meeting.
WHILE/WHILST	two things are happening at the same time, within a fixed period of time	I was writing while/whilst I was speaking to the client.
OVER	activity during an extended period of time	I repaid the loan over a period of 10 years.
WITHIN	before a particular period of time has passed	Please make payment within 7 days.

1

EXERCISE

Read the information in the table opposite and decide whether the following sentences use the prepositions in bold correctly or incorrectly.

1. I must finish drafting this agreement **until** 3pm at the very latest.
2. I hardly ever see my family because I am always in the office, even **at** night.
3. I am going on a training course in Alternative Dispute Resolution **on** Friday 10 March.
4. I had been working as a solicitor in Singapore **since** 10 years before I came to New York.
5. I made some notes **during** I was listening to the judge.
6. I trained as a barrister from June 2017 **until** the end of 2018 but I decided it wasn't for me.
7. We have told the defendant's lawyers that we expect an answer to our offer **within** 24 hours.
8. She paid for the car in equal monthly instalments **during** 5 years.
9. I was in the USA working on Wall Street **during** the financial crisis of 2008.
10. I will begin working as a judge **from** January of next year.

AS OR LIKE?

The prepositions 'as' and 'like' have different meanings.

'As' with a noun means 'in the role of'. For example, '**I worked as an employee of the business for 25 years before I retired**'. In this example, the speaker is an employee of the company and that was his or her role. 'Like' with a noun means 'similar to' or 'in the same way as'. For example, '**I worked like an employee of my daughter's business last summer in that I did the same number of hours, but, of course, I didn't require any payment**'. In this example the speaker worked in a similar way to an employee in his or her daughter's business, but was not an employee.

2

EXERCISE

Read the information above and choose either 'as' or 'like' to complete the following sentences.

1. I use my spare bedroom (1) an office.
2. She doesn't like doing litigation work, just (2) me.
3. I study law at the University of Oxford and many of the buildings look (3) ancient castles.
4. My friend Louisa couldn't get an internship after her law degree so she worked (4) a barista in a café for a few months.
5. Could I please use your desk (5) a buffet table for the office party we are having tonight?

3

EXERCISE

Complete the following extract from a contract for the hire of premises using a preposition from the list below.

- | | | | | | | |
|------------|------------|----------|----------|--------|-----------|---------|
| (a) beyond | (c) until | (e) as | (g) from | (i) to | (k) at | (m) of |
| (b) under | (d) during | (f) upon | (h) in | (j) by | (l) after | (n) for |

15. Termination by the Owner

The Owner of the Premises may terminate the Hire Agreement:

- (i) (1) giving the Hirer not less than 28 days prior written notice (2) the Owner's desire to terminate the Hire Agreement; and
- (ii) (3) any time and without notice for any reason (4) its control, such as fire, flood or weather conditions. Under such circumstances the Owner shall return to the Hirer any Hire Fee paid (5) advance by the Hirer in respect of Hire Periods falling (6) the date of such termination and the Hire Deposit (less any deductions permitted (7) these Terms and Conditions). The Owner shall not be liable (8) the Hirer (9) any costs, expenses, claims or losses incurred (10) the Hirer arising (11) a result of such termination.

16. The Owner's right of entry

The Owner may enter the Premises (12) the Hire Period in order to carry out any maintenance or inspection work required for the operation of the Premises (13) the date of hire (14) the end of the term of this Agreement without liability to the Hirer for any loss of any kind whatsoever.

Phrasal verbs, or as they are sometimes called, '**multiword verbs**', are key to understanding and speaking natural-sounding English. It is especially important for lawyers to use them accurately in written, legally binding documents.

What is a phrasal verb?

A phrasal verb consists of two or three words, that is, a verb and either one or two 'particles'. Particles can be adverbs (up, down, out) or prepositions (of, at, to). The rule is that in two-word phrasal verbs, the first word, the verb, is followed by an adverb. In a three-word phrasal verb, the verb is followed by one adverb and one preposition.

Phrasal verbs function as 'a unit', which means that **the meaning of a phrasal verb cannot be easily understood by translating or thinking about the meaning of each individual word**. It is often possible to express the same meaning conveyed by a phrasal verb using only one word, but a native English speaker will usually choose to use the phrasal verb.

1

EXERCISE

Replace the underlined verbs in the sentences with a phrasal verb from the box. You will need to use the correct tense of each phrasal verb.

(a) run up	(c) cut back on	(e) get out of	(g) sum up	(i) take over
(b) hand over	(d) face up to	(f) step down	(h) walk out of	(j) write off

- The company's CEO resigned after the press reported on illegal employment practices.
- She abandoned her job when her employer accused her of lying about her qualifications.
- Several companies have expressed interest in acquiring my client's business.
- The expelled partner had accumulated a debt of £8,000 on the company credit card.
- If you accept the fact that you have breached employment law, we can avoid court and reach a reasonable settlement with the claimant.
- After two months of trying to obtain payment, the creditor learned that the client who owed the money had left the country and so decided to accept never receiving the debt.
- She avoided jury duty by writing to the judge explaining that she was going to a family wedding in Canada.
- The company failed to reduce its outgoings and eventually the directors declared that it was insolvent.
- In summarising the case, the defendant's barrister stated that it was not reasonably foreseeable that the claimant's business would suffer such a huge loss due to his client's breach.
- My client maintains that he was dismissed without notice and therefore did not have time to surrender his work on the project to his colleagues as required under his contract.

Types of phrasal verbs

Phrasal verbs can be categorised into four types. The type of phrasal verb will affect how it is used in a sentence.

- A phrasal verb is **separable** if it is possible to put a word between the verb and the particle. For example, with 'run up' we can say both '**run up** a huge debt' or '**run** a huge debt **up**'.
- If a phrasal verb is **inseparable**, then the verb and the particle must be used together. For example, with 'face up', we can only say '**face up** to a mistake'.

Another important point is whether a phrasal verb is **transitive** or **intransitive**. Therefore:

- A transitive phrasal verb requires an object, for example, '**enter into** a **contract**', but
- An intransitive phrasal verb does not require an object, for example, 'the business **took off**'.

Type	Separable or inseparable?	Direct object?	Example of phrasal verb in use
Type 1	Inseparable	No (intransitive)	The business did not really take off until its third year, when profits increased dramatically.
Type 2	Inseparable	Yes (transitive)	The parties entered into a contract on 5 May last year.
Type 3	Separable	Yes (transitive)	The lender agreed to write off the debt as the borrower was bankrupt. The lender agreed to write the debt off as the borrower was bankrupt.
Type 4	Inseparable	Yes (transitive)	The buyer might go back on his offer if we do not offer him any guarantee.

Finally, if a verb is **separable** (Type 3) and the **object is a pronoun** (me, you, him, her, it, them), then the pronoun must be placed between the verb and the particle. It cannot be placed after the particle. As such, it is correct to say, “they **wrote it off**” but it is incorrect to say, “they wrote off it”.

2

EXERCISE

Match the definitions in the box with the underlined phrasal verbs in the following summary, which explains the process used by YouTube to detect copyright infringement.

(a) understood; realised	(f) becoming involved in
(b) find; locate	(g) state; explain
(c) does; performs	(h) accepting that you will not receive
(d) make money from	(i) manages; copes with
(e) follow; obey	(j) losing an opportunity for

Users upload 400 hours of video to YouTube every minute, and not all of this content is owned by the users themselves. This creates problems for the music industry, with many music labels and artists (1) missing out on compensation for their work. However, YouTube has a monitoring system which (2) deals with such a situation, as this system (3) carries out an extensive daily check of all the material uploaded to its platform and is able to (4) track down videos which breach copyright agreements. YouTube enters into agreements with many copyright owners who provide copies of their content and (5) set out policies that YouTube must (6) adhere to if it finds instances of infringement. In practice, record labels such as Universal, BMG or Sony rarely risk (7) getting into disputes by blocking popular videos featuring their music but rather use it as another opportunity to (8) cash in on existing content by adding an advert to the video with a link to where the song is available for purchase on iTunes or Google Play. Music labels have (9) worked out that reuse of copyright material is not necessarily a case of (10) writing off possible income, but a way of reaching new audiences.

3

EXERCISE

The phrasal verbs in the sentences below are all Type 3. Read the information about Type 3 phrasal verbs and decide if the bold part of the sentences are correct or incorrect.

- We must come to an agreement because if we don't **work out it**, we will have to go to court.
- We clearly **set it out** in all of our contracts of employment that all employees are obliged to work additional hours according to the needs of the business.
- I tried to find the owner of the business, but I haven't been able to **track her down**.
- We agreed to the terms of this contract and we have an obligation to **carry out them**.
- He offered to buy the business for £200,000 but then he **went back on** his offer before my client could accept it.

ANSWER KEY

UNIT 1

TERMS OF ART AND 'LEGALESE' IN LEGAL ENGLISH

EXERCISE 1

1. (f) watertight contract
2. (d) school of thought
3. (e) spell out
4. (a) cross-border contract
5. (b) term of art
6. (c) legalese

UNIT 2

THE MIT TECHNOLOGY REVIEW: AI AND THE LAW

Discussion only unit

UNIT 3

PERFECTING THE LANGUAGE OF THE LAW: COLLOCATION

EXERCISE 1

1. final
2. sharply
3. adjourned
4. fierce
5. bring up
6. miserably
7. breach
8. levy
9. run up
10. closely
11. wide
12. carry out

EXERCISE 2

1. (n) chain
2. (k) numerous
3. (c) outstanding
4. (j) issue
5. (m) due
6. (o) fill out
7. (h) full
8. (b) take
9. (d) bear
10. (i) incur
11. (a) submit
12. (f) heard

13. (l) processed
14. (e) served
15. (g) stage

EXERCISE 3

1. launch
2. assert
3. instruct
4. incorporate
5. bring
6. deny
7. settle
8. resolve
9. disclose
10. reach

UNIT 4

PERFECTING THE LANGUAGE OF THE LAW: PREPOSITIONS

EXERCISE 1

1. inaccurate (by 3pm)
2. accurate
3. accurate
4. inaccurate (for 10 years)
5. inaccurate (while I was listening)
6. accurate
7. accurate
8. inaccurate (over 5 years)
9. accurate
10. accurate

EXERCISE 2

1. as
2. like
3. like
4. as
5. as

EXERCISE 3

1. (f) upon
2. (m) of
3. (k) at
4. (a) beyond
5. (h) in
6. (l) after
7. (b) under

8. (i) to
 9. (n) for
 10. (j) by
 11. (e) as
 12. (d) during
 13. (g) from
 14. (c) until
-

UNIT 5

PERFECTING THE LANGUAGE OF THE LAW: PHRASAL VERBS

EXERCISE 1

1. (f) stepped down
2. (h) walked out of
3. (i) taking over
4. (a) run up
5. (d) face up to
6. (j) write off
7. (e) got out of
8. (c) cut back on
9. (g) summing up
10. (b) hand over

EXERCISE 2

1. (j) losing an opportunity for
2. (i) manages; copes with
3. (c) does; performs
4. (b) find; locate
5. (g) state; explain
6. (e) follow; obey
7. (f) becoming involved in
8. (d) make money from
9. (a) understood; realised
10. (h) accepting that you will not receive

EXERCISE 3

1. incorrect
 2. correct
 3. correct
 4. incorrect
 5. correct
-