

LEGAL ENGLISH FOR ECONOMIC SCIENCES STUDENTS

MADINCEA PAȘCU SILVIA, PETCOVICI TANIA
TIBISCUS UNIVERSITY OF TIMIȘOARA, silvia_madincea76@yahoo.com
TIBISCUS UNIVERSITY OF TIMIȘOARA, taniapetcovici@gmail.com

Abstract:

Outstanding students with a vast vocabulary and a good level of grammar may find themselves in difficulty in front of a legal English text. On the other hand, teaching legal English requires knowledge of the legal system and terminology which may be a real challenge for an English teacher.

The present paper highlights the main characteristics of the legal English texts such as structure, punctuation, the use of foreign phrases, older words and modifiers, as well as phrasal verbs. Moreover, the paper describes a number of teaching activities particularly designed for legal English teaching to economic sciences students.

Keywords:

JEL Classification: I0

1. Introduction

Identification and awareness regarding the characteristics of legal English texts are extremely useful to English teachers who provide specialized English courses and even more useful to students in languages (future translators), students in economic sciences (future economists) or in law (future lawyers).

2. Characteristics of legal English texts

Among the main characteristics of legal English texts identified by different authors such as Crystal & Davy (1986: 208-213), Tiersma (1999: 88-108), Alcaraz & Brian (2002: 5-17), a few are listed below with examples taken from different contracts, sometimes followed by specific comments.

Long complex sentences with numerous coordinations and subordinations:

(1) *Every Bill which will have passed the House of Representatives and the Senate, shall, before it become a Law, be presented to the President of the United States; if he approve he shall sign it, but if not he shall return it, with his Objections to that House in which it shall have originated, who shall enter the Objections at large on their Journal, and proceed to reconsider it.* (Brookes, Holden, Hutchinson, 1999: 179)

Syntactic discontinuities which interrupt the sentences in order to add extra information are very common:

(2) *Neither House, during the Session of Congress, shall, without the consent of the other, adjourn for more than three days, nor to any other Place than that in which the two Houses shall be sitting.* (Idem, 1999: 178)

The use of passive voice

(3) *Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union according to their respective Numbers which shall be determined by adding to the whole Number of free Persons, including those bound to Service for a term of Years, and excluding Indians not taxed, three fifth of all other Persons.* (Idem, 1999: 177)

The occurrence of Latin terms and phrases: *alias* “elsewhere”, *bona fide* „in good faith”, *ex parte* „on the part of one side only”, *pari passu* „in equal way”, *per capita* „for each person”, *sine qua non* „without which it cannot exist”, *restitutio in integrum*

„return to the initial position without the applied legal procedures”, *quid pro quo* „advantage given in return for something”, *inter alia* „among others”, etc.

The use of French terms or phrase and words of French origin: *contract, conditions, indictment, policy, suit, term, verdict, force majeure, procès-verbal, voire dire.*

The presence of archaic English words, often deictic elements like *herebelow, hereabove, hereof, hereafter, herein, thereafter, therein, thereto, thereby, thereof, thereupon, aforesaid, aforementioned* (different derivatives with *-of, -after, -in, -to, -by*) used in order to avoid the repetitions of names or phrases and to give formality to the text:

(4) *The Vendor hereby acknowledges the right of the Purchasers to the production of documents mentioned in the Schedule hereto and to delivery of copies thereof and hereby undertakes with the purchasers for the safe custody of the same documents. (Idem, 1999: 219)*

The archaic use of modal shall expressing obligation or duty:

(5) *The Seller shall not be held liable for damages caused to the Buyer by delays in delivery, unless such delays be directly attributable to the Seller without justified cause. (ISCM: 3)*

Modifiers such as *the same, the said, the aforementioned, the undersigned* used as adjectives to determine the noun, not to replace it: *the undersigned company, the said property.*

The occurrence of lexical repetitions such as words and titles ending in *-ee* and *-er*, expressing reciprocal relationships in order to avoid the use of personal and demonstrative pronouns: *employer and employee, lessor and lessee: The Lessee shall pay to the Lessor at the bank of the Lessor.* The use of a pronoun may create confusion: *The Lessee shall pay to the Lessor at his bank.*

Phrasal verbs are generally used with a technical sense. For example, *terms and conditions are set forth, you put down a deposit, you enter into a contract, you write off debts.*

Technical terminology may be divided as follows:

a) common words used with special meaning: *action* "law suit", *instrument* "legal document", *party* "person contracting/litigating", *servant* "employee";

b) specific terms: *decree, lease, mortgage, tenant, sub-letting, waiver, restraint of trade, to stipulate, warrant;*

c) linking synonyms, often a French and English synonym for a legal concept: *null and void, bribery and corruption, covenants and obligations, final and conclusive, fit and proper, terms and conditions, will and testament, all and sundry, keep and maintain;*

d) English translation of foreign legal terms: *burden of proof - onus orobandi, last will - ultima voluntas, plead not guilty - plaider de rien culpable.*

The occurrence of long lists, generally definitions or provisions contain long lists:

(6) *"Management" means the collection, transport and disposal of hazardous wastes or other wastes, including after-care of disposal sites. (Brookes, Holden, Hutchinson, 1999: 190)*

Nominalisations are generally a common feature of formal language: *to make an application* instead of *to apply an amendment to the Constitution.*

As shown above, the characteristics of legal English texts are mainly related to linguistic structure, terminology and punctuation.

3. Teaching proposal

Based on the sequences of a teaching unit, indicated by Diadori (2009: 306): motivation, general comprehension, analysis, synthesis, reflection and reinforcement, there are numerous teaching activities specially designed for the economic sciences students who study legal English.

3.1. Motivation

In the first stage of motivation, the teacher tries to activate the students' previous knowledge through a short movie of a trial or some drafts of different commercial contracts. The purpose is to bring awareness in the topic of the English lesson, namely legal English.

3.2. General comprehension

Students are divided into pairs or groups and handed a paragraph of the International Sale Contract Model (see Annex 1):

(7) *The Seller undertakes to deliver the Products hereunder, suitably wrapped and packaged for their specific characteristics and for the conditions of transport to be used.* (ISCM: 2)

(8) *The Seller shall not be held liable for damages caused to the Buyer by delays in delivery, unless such delays be directly attributable to the Seller without justified cause.* (Idem: 3)

In groups or in pairs, the students have to make speculations about the texts and to identify their main subject. Before having access to the whole contract, some keywords of their ideas may be written on the board. There are various activities to be used for the general comprehension of the text:

- True-false exercises:

(9) *Under the present Contract, the Seller undertakes to purchase, and the Buyer to provide* (Idem: 1) - False

(10) *The Buyer undertakes to pay the total price which appears in the present Contract.* (Idem: 2) - True

- Word order exercises:

(11) *be – the – shall – price – on – terms – the- paid – following* (The price shall be paid on the following terms.)

(12) *Seller – to – the – calendar – undertakes – the – days – goods – within – deliver – 15 – days* (The Seller undertakes to deliver the goods within 15 calendar days.)

- Fill in the gaps exercises:

bodies – goods – seller

(13) *The _____ guarantees that the _____ supplied are free of foreign _____ or faults.* (The Seller guarantees that the goods supplied are free of foreign bodies or faults.)

3.3. Analysis

The third part of a lesson is related to grammatical aspects such as:

a) exercises that aim at the morphological and syntactic features of legal text:

- the use of archaic shall:

(14) *The price shall be paid on the following terms.* (ISCM: 2)

(15) *The Vendor shall be entitled to check the foreign bodies.* (Idem: 3)

- the use of passive voice:

(16) *The established delivery period may be modified by either party.* (Idem: 2)

(17) *The confirmation in writing of the order in question, once all payment conditions established in the present Contract have been fulfilled.* (Idem: 3)

b) exercises that aim at the lexical features of the legal text:

- identification of specific terms and phrases (specific terminology as well as common words used with special meanings in specialized contexts): *to observe* with the meaning of “to notice” in common contexts and *to follow/respect* in legal contexts:

(18) *Both Parties undertake to observe the following agreement. (Idem: 1)*

- identification of archaic English words:
(19) *hereinafter referred to as “the Seller”; the aforementioned price;*
- identification of French terms:

(20) *The established delivery period may be modified by either party in case of Force Majeure or unforeseen circumstances which prevent its fulfilment. (Idem: 3)*

c) exercises that aim at the structure of the legal text, namely of commercial contracts. The text used in the class (annex 1) has a specific structure: parts of the contract, products, price, delivery conditions, packaging, means of trading, date of payment, delivery period, delivery delays, contractual responsibility.

3.4. Synthesis

In the fourth stage of the lesson students may be divided into two groups and asked to write a commercial contract with all its specific features regarding structure, grammar, vocabulary, etc.

3.4. Reflection and reinforcement

In the reflection stage, students may reflect on the register and general characteristics of legal texts, namely of commercial contracts.

Reinforcement, the last stage of the lesson, refers to the free will of students to look for legal texts and to find additional information on the topic.

4. Conclusion

The present article has tried to emphasize some characteristics of legal texts as well as to identify and describe a number of the teaching activities that can be conducted on these specialized texts. The main purpose of the courses based on legal texts is to improve language acquisition. There are also other teaching activities that may be applied to the commercial contract (see Annex 1) such as translation of the text or producing a glossary of terms related to legal English etc.

Annex 1

| INTERNATION SALE CONTRACT | |
|---|--|
| DATE: | |
| BETWEEN: | [company legal name] whose registered office is at [address, city and country] and registration/fiscal number is, represented by |
| | [surname and first name, position] (hereinafter referred to as “the Seller”), |
| AND: | [company legal name] whose registered office is at |
| | [address, city and country] and registration/fiscal number is, represented by |
| | [surname and first name, position] (hereinafter referred to as “the Buyer”). |
| Both Parties declare an interest in the sale and purchase of goods under the present Contract and undertake to observe the following agreement: | |
| 1. PRODUCTS | |
| Under the present Contract, the Seller undertakes to provide, and the Buyer to purchase: | |
| <i>Alternative A.</i> The following Products and quantities: | |
| <i>Alternative B.</i> The Products and quantities as set out in Annex 1 of the present Contract. | |
| 2. PRICE | |

The total price of the Products which the Buyer undertakes to pay the Seller shall be [write in numbers and letters]. The aforementioned price:

Alternative A. Is the sum total of the prices of all Products and quantities as set out in Clause 1.

Alternative B. Is the sum total of the prices of all Products and quantities as set out in Annex 1.

Both Parties undertake to renegotiate the agreed price when affected by significant changes in the international market, or by political, economic or social situations in the country of dispatch or destination of the Product, which may damage the interests of either party.

3. DELIVERY CONDITIONS

The Seller shall deliver the Products to [mention the place: warehouse, port, airport, etc.], [city and country], under conditions [mention Incoterm]. The goods shall be delivered at the agreed place, and to the transport agent designated by the Buyer, at least twenty-four hours before the deadline established in the present Contract. Should the Buyer fail to take charge of the goods on arrival, the Seller shall be entitled to demand the fulfillment of the Contract and payment of the agreed price.

4. PACKAGING

The Seller undertakes to deliver the Products hereunder, suitably wrapped and packaged for their specific characteristics and for the conditions of transport to be used.

5. MEANS OF PAYMENT

The Buyer undertakes to pay the total price which appears in the present Contract. Payment of said price shall be effected by:

Alternative A. Cash, check or bank transfer to the account and bank branch designated by the Seller.

Alternative B. Bill of exchange or direct debit to the account and bank branch designated by the Buyer.

Alternative C. Irrevocable and guaranteed letter of credit payable to the account and bank branch designated by the Seller.

6. DATE OF PAYMENT

The price shall be paid on the following terms:

Alternative A. %, being [write in numbers and letters], on signing the present Contract; and the rest, being [write in numbers and letters], on delivery of the goods.

Alternative B. %, being [write in numbers and letters], on submitting documents of property to the transport agent designated by the Buyer; and the rest, being [write in numbers and letters], within calendar days of receipt of the goods by the Buyer.

Alternative C. Within calendar days of receipt of the goods by the Buyer.

7. DELIVERY PERIOD

The Seller undertakes to deliver the goods within calendar days of receipt of: *Alternative A.* The signing of the present Contract.

Alternative B. The confirmation in writing of the order in question, once all payment conditions established in the present Contract have been fulfilled.

Alternative C. The notification of the opening of a letter of credit by the Buyer. The established delivery period may be modified by either party in case of Force Majeure or unforeseen circumstances which prevent its fulfillment.

8. DELIVERY DELAYS

The Seller shall not be held liable for damages caused to the Buyer by delays in delivery, unless such delays be directly attributable to the Seller without justified cause.

9. CONTRACTUAL RESPONSIBILITY

The Seller guarantees that the goods supplied shall be free of foreign bodies or faults. To this end, it undertakes to replace at no additional cost any faulty part and to make good any operational defects, on condition that the Buyer notifies the Seller of such faults within a period of calendar days from the receipt of the goods at their destination. Should such defects be evident at the time of receipt of the goods, the Buyer should give immediate notification to the Seller. In all cases, the Vendor shall be entitled to check the foreign bodies or defects alleged by the Buyer in any way it sees fit. The above conditions shall not apply to defects or damages to the goods caused by negligence or inappropriate handling by the Buyer.

References

1. Alcazar, E. & Hughes. B. (2002). *Legal Translation Explained*. Manchester: St. Jerome Publishing.
2. Brookes, M. & Hoden. D. & Hutchinson. W. (1999). *Engleza pentru juriști*. București: Teora.
3. Crystal, D. & Davy. D. (1986). *Investigating English Style*. New York: Longman.
4. Davies, M. (2019). *The Business English Grammar*. Independently Published.
5. Day, J. (2008). *Introduction to International Legal English Teacher's Book: A Course for Classroom or Self-Study Use*. Cambridge: Cambridge University Press.
6. Day, J. (2011). *International Legal English Teacher's Book: A Course for Classroom or Self-Study Use*. Cambridge: Cambridge University Press.
7. Haigh, R. (2009). *Legal English*, London/New York: Routledge-Cavendish
8. Hanga, V. & Calciu. R. (2003). *Dictionar juridic roman-englez, englez-roman*. Bucuresti: Editura Luminalex.
9. Mason, C.; Canham, N. (2018). *Advanced Legal English*, Global Legal English.
10. Oprea-Molnar, N. & Mateescu, M. C. & Suci. C. (2000). *Curs de limba engleza pentru studentii facultatilor cu profil juridic*, Bucuresti: All Educational.
11. Petcovici, T. (2013). *Translating Legal Realities in: Drustveno – Humanisticki Ogledi/ Eseuri socio-umaniste* (Laura Spariosu). Novi Sad.
12. Tiersma, P. (1999). *Legal Language*. London: The University of Chicago Press.
13. Voiculescu, C. (2006). *Dictionar Juridic & Terminologia UE-SUA*. Bucuresti: Editura Niculescu.
14. *International Sale Contract Model (ISCM)*– Global Negotiator Business Publications (www.globalnegociator.com) - consulted on 17th May 2019