

---

# DIDACTIC ASPECTS OF LEGAL ENGLISH: DYNAMICS OF COURSE PREPARATION

Christopher Goddard<sup>1</sup>

## Abstract

The advent of English as the global legal language highlights the need for translation of legal texts into English and production of legal texts in English. In practice, these processes involve non-native users (NNS) of English, who require both legal and linguistic knowledge and skills for task performance. These factors imply a corresponding need for education and training for NNS users of English in legal contexts. In turn, this situation presents significant challenges in terms of legal ESP across cultures, of which teachers need to be aware. The first of these, as a brief analytical review of the current status of English for legal purposes highlights, consists of pitfalls involved when English is used in legal contexts far from its common law roots. The second is a need for awareness of vital ESP-related theoretical aspects. These include teacher knowledge of the target discourse community, a materials-centred and appropriately sequenced syllabus relevant to real-life tasks, identification of key language-using tasks, concurrence between learners and teachers through language-teaching responses, and cross-cultural awareness on the part of both learners and teachers. Additionally, teachers should be aware of the need for different approaches appropriate to specific education or training needs, here illustrated by broad examples of different types of group and relevant approaches: an example is given of course outlines and post-course evaluations of two public courses, one in contract drafting, the other for legal translators. Among the most challenging ESP courses in legal contexts are those for practising in-house lawyers: an example is given of a recent course intended as a template introductory short course, including course outline, approaches to analysing and developing authentic materials for legal ESP purposes, and post-course evaluation. The conclusion deals with lessons learned and suggestions for research.

## 1. Introduction

This paper examines language-teaching responses to the education and training needs of non-native users (NNS) of English operating as lawyers and legal translators in a professional context increasingly dominated by English. The professional reality is that many of these individuals draft legal texts in English or translate legal texts into English. Each of these tasks requires, in addition to legal

<sup>1</sup> This paper forms part of the author's doctoral thesis in legal linguistics at the University of Lapland for delivery at the international conference "Law as a unifying factor of Europe – Jurisprudence and Practice" 21-23 October 2010 at the Faculty of Law, Comenius University, Bratislava.

knowledge, both legal skills and language skills. Acquiring those skills forms a vital part of education and training. Imparting those skills falls to instructors appropriately qualified and competent to do so. Teachers of ESP for legal purposes face a particular challenge in that to a large extent law is language and language is law, while legal systems tend to be peculiar to specific nation states, unlike in other areas of ESP involving more universal concepts such as engineering, medicine or the natural sciences. To further complicate the picture, the close association of English with common law legal systems means that use of English outside its natural context can be problematic. As if this were not enough, a further complicating factor is the existence of several genres of legal English and the rise of the Plain Language movement to challenge those who remain loyal to more conservative forms of legal English. Finally, cross-cultural aspects may need to be considered. Teachers of legal ESP need to take these factors into account in addition to others generally applicable in ESP course preparation. To illustrate approaches to legal ESP course preparation, this paper briefly examines some scenarios in which legal English courses might feature and presents specimen course outlines and post-course evaluations of two public courses, one in contract drafting, the other for legal translators, before focusing on one of the most challenging areas: courses for practising in-house lawyers. The example given is of a recent (July 2010) course intended as a template introductory short course, including course outline, approaches to analysing and developing authentic materials for legal ESP, and post-course evaluation. The paper concludes with lessons learned and recommendations for further research.

## 2. Legal English as the global legal language

In the international legal arena, English appears to have acquired dominance as the lawyer's *lingua franca* (Drolshammer & Vogt 2003: 51; Mattila 2006: 240-252, 259) in the wider context of internationalization of legal life (Zweigert & Kötz 1998: 21; Sellers 2008: 1-5; Ferrari 1994: 95). The implications for law professionals operating internationally can be broadly summarized as a need for transnational legal and linguistic awareness. In the frame of this paper and on a more concrete level in the sphere of legal education and training, this translates as a need for awareness of how to use English in contexts involving interaction between two or more legal systems each with its corresponding legal language (see Goddard 2009a: 172-4; 194; 197-8 for review and analysis of the literature<sup>2</sup>).

The associated pitfalls have been well researched (for review and analysis of the literature see Goddard 2009a: 175-184) but can be briefly summarized as:

- widespread use of common law language and contract models in non-common law contexts;
- use of common law functional clause models in non-common law contexts;

<sup>2</sup> Too many references to list but available at [http://www.staff.amu.edu.pl/~inveling/pdf/Goddard\\_17.pdf](http://www.staff.amu.edu.pl/~inveling/pdf/Goddard_17.pdf).

- translation issues, including conceptual mismatches and the enigma of equivalence, aggravated by the generally poor quality of legal dictionaries;
- asymmetry between legal terms and legal systems arising from social and other influences on legal systems themselves.

The last two items on the list appear to require legal and linguistic skills that may not easily form part of every ESP teacher's professional armoury. However, the same cannot be said for the first two items, which are easily accessible and comprehensible (Cordero Moss 2007: 221-239; Triebel 2009). Awareness of these can add considerably to the 'street credibility' of ESP teachers operating among law professionals. We will develop this theme in section 4 below on standards and in section 5.2 on approaches to course and programme preparation.

### 3. Varieties of legal English

Teachers of legal ESP need to be aware that legal English comes in several varieties. For example, in the field of legal writing one proposed set of variants (Bhatia 1993) is:

- academic, such as legal journals and text books,
- juridical, such as court judgments and law reports and
- legislative, such as laws, regulations, contracts and treaties, with their dispositive mechanisms and formulas to control the future actions of individuals, populations or countries that fall within their sphere of operation.

Another variety that could be added is the language used by lawyers to communicate with clients. For example, a report on an important court case in a law firm's website newsletter for clients would look very different from a report on the same case prepared by a court reporter for a readership of lawyers<sup>3</sup>. However, the two types of report have one thing in common: they require considerable analytical and organizational legal reading and writing skills. What sets each apart, other than their different structure, is the dense, formal, traditional legal English style of the judgment compared with the modern, less formal, plain legal English style of the newsletter<sup>4</sup>.

Additionally, lines are blurred between legal English on the one hand and administrative or bureaucratic English on the other. Moreover, each area of law has its own specific terminology. Thus, a lawyer whose work focuses only on, for example, shipping law, might also be familiar with terminology in related fields such as insur-

<sup>3</sup> An excellent example is the different treatment given to the landmark House of Lords case of *Lubbe v Cape PLC* by the *Weekly Law Reports* (*Lubbe v. Cape PLC*, [2000] 1 W.L.R. 1545, 1554 (H.L.)) and by international law firm Baker & McKenzie in its newsletter item 'New litigation Risk for Multinationals'. The author has copies of these.

<sup>4</sup> Another example is the Unfair Commercial Practices Directive (<http://ec.europa.eu/consumers/rights/>) and its explanatory brochure ([http://ec.europa.eu/consumers/cons\\_int/safe\\_shop/fair\\_bus\\_pract/ucp\\_en.pdf](http://ec.europa.eu/consumers/cons_int/safe_shop/fair_bus_pract/ucp_en.pdf)).

ance or litigation but less so or even not at all with language associated with family law and inheritance or real estate.

Happily for the aspiring teacher of legal ESP, legal language has been the focus of considerable academic and practical attention since Mellinkoff's famous work *The Language of the Law* (Mellinkoff 1963). Among many other notable contributors in addition to Bhatia's work *Analyzing Genre: Language in Professional Settings* referred to above (Bhatia 1993), Wydick's *Plain English for Lawyers* (Wydick 1998), Tiersma's *Legal Language* (Tiersma 1999)<sup>5</sup>, Garner's *Legal Writing in Plain English* (Garner 2001) and Gertrude Block's *Legal Writing for Law Students and Lawyers* (Block 1999) immediately spring to mind as useful initial background reading. However, while varieties of legal English are relevant to teachers of legal ESP, of at least equal importance is a question discussed, though not answered, in the next section.

#### 4. What standard to apply?

If legal English has its roots in common law legal systems such as England, then to the extent that those systems differ from civil law systems such as other EU countries it could be said that to a greater or lesser extent legal English is system-bound. If so, then as soon as legal English moves outside its 'comfort zone' of common law legal systems, it may run the risk of being a poor fit, for example with legal concepts and terminology as well as underlying substantive and procedural aspects of the foreign legal system in which it is being expected to operate. However, this is not to suggest that the structure of English inherently requires it to describe common law rather than civil law legal systems. Of course, for NNS law students planning to study in England, common law legal English and academic legal English might well be what they need. Much the same would apply to NNS law professionals (lawyers and translators) whose aim is to use the target language, English, within the sphere of the English legal system, such as contracts and other legal documents governed by English law, except that language of contracts or other specialisms would be substituted for academic legal English. Here, though, legal English is being used in its comfort zone. However, further research would be required to prove the 'comfort zone' theory.

But what of the Slovak lawyer working for a foreign buyer of a Slovak company where the due diligence and contract documents are in English but the governing law is Slovak law and – to complicate matters further – the legal department of the foreign buyer's 'mother company' insists on using standard common law clauses framed in conservative legal English? Here English is clearly being used outside its comfort zone. What kind of legal English does the Slovak lawyer need, for example, to reword clauses such as representations and warranties and boilerplate (general clauses) to fit with the Slovak legal system and with the entirety of the documentation? Here, we may note that boilerplate contract clauses are not even in the 'com-

<sup>5</sup> For legal ESP practitioners, a useful source of inspiration is Tiersma's website <http://www.languageandlaw.org/>.

fort zone' of native speakers of English. And does the legal ESP expert called in by the Slovak lawyer and the mother company lawyer as consultant have recourse to a standard to apply?

The answer seems to be that, at least for the moment, no uniform standard appears to exist so that an ad hoc solution would have to suffice. However, certain areas of the law within the EU do appear to be generating their own legal English terminology quite independently of the English legal system. Many examples are to be found in EU directives and regulations. One of these is Article 2 of the Unfair Commercial Practices Directive cited above<sup>6</sup>, which contains definitions such as “to materially distort the economic behaviour of consumers”, “professional diligence” and “transactional decision”. These appear to have been developed independently of the English common law system but will inevitably be absorbed by it in transposing legislation and regulation and thence into common legal and even general parlance.

Another source of new terms in English is the European Court of Justice (ECJ), which defines terms independently of Member State legal systems. Thus, the term ‘worker’ may be assigned a meaning by the ECJ that initially differs from that in some or all EU Member States. However, the ECJ meaning will inevitably filter through in time to become the meaning everywhere in the EU.

More generally, the European Commission has issued a booklet ‘How to Write Clearly’, for all EU languages, not merely English<sup>7</sup>. This implicitly distances itself from conservative legal writing style. Although not specifically about legal language, some legal examples appear and the implications are clearly applicable to legal as well as administrative texts.

Again within the EU, a shift in terminology (and therefore in conceptual approach) is discernible. For example, a move away from the common law ‘tort’ and the civil law ‘delict’ is evident, especially in the field of public liability towards ‘non-contractual liability’ or, simply, ‘liability’. The problems of choosing between ‘tort’ and ‘non-contractual liability’ can be highlighted by the choices of Professor Christian von Bar. His major study on damages liability was about ‘torts’ (von Bar 1998, 2000). Some ten years later he produced another study on the same area, now about ‘non-contractual liability’. In the latter he explained the change of term as follows (von Bar 2009: xiii):

The title of this volume “Non-contractual liability arising out of damage caused to another” was suggested by Professor Eric Clive, Edinburgh. We have gratefully taken it up. The expression “tort law” is too tied to the Common Law tradition, while “law of delict” is too closely allied to the latin tradition and, moreover, no longer entirely correct, semantically considered, in view of the widespread forms of liability without intention or negligence.

Influences on legal English are thus apparent from within the EU – the Commission, the ECJ and academia. However, other than the Commission guidelines on

<sup>6</sup> See footnote 4.

<sup>7</sup> [ec.europa.eu/translation/writing/clear\\_writing/how\\_to\\_write\\_clearly\\_en.pdf](http://ec.europa.eu/translation/writing/clear_writing/how_to_write_clearly_en.pdf)

clear writing, so far these efforts appear to lack coordination in the direction of a standard.

Without a standard, the aim should be at least to use language that is reader-friendly. In general, this means, e.g.:

- promoting plain modern legal language, concise sentences, stated positively, focusing on one idea with subject + (active) verb + object where the main idea comes first;
- avoiding obsolete words and phrases, redundancies, long sentences, subordinate and embedded clauses, nominalizations, passive verb constructions, double negatives, exceptions to exceptions, legal pairs, *and/or*, *shall*, etc.

This position guides the approach to legal English training, as becomes clearer later in this paper from linguistic analysis of texts<sup>8</sup>.

## 5. Some theoretical didactic<sup>9</sup> aspects of ESP in legal contexts

### 5.1. *Defining legal ESP*

The need for law and other professionals to use a language other than their native tongue for professional purposes is not new. In the legal context, persuasive evidence of this assertion exists in the shape of widespread use of legal Latin, German and French in earlier eras, in particular throughout Europe (Mattila 2006: 128-136, 180-186, 191-199). Today's need, as we have seen, is for legal English in transnational contexts.

Examples of situations requiring English in legal contexts might include, in addition to examples already given:

- professional education or training in English. A good illustration is the Riga Graduate School of Law, where English is the language of instruction on all study programmes at bachelor and master level. Students are international: for example, the September 2010 intake on masters' programmes consists of individuals from seventeen countries;
- international moot court competitions;
- legal academia, where English clearly predominates: for example, even the Internet-based *German Law Journal* is in English!;
- international dispute resolution, in particular arbitration;
- cross-border commercial and other transactions.

These scenarios involve what might be termed 'system requirements'. That is, if the linguistic requirement fails, the system breaks down.

For the ESP teacher operating in legal contexts, the importance of defining legal

<sup>8</sup> See language analyses in Tables 1-6 (all tables and figures are shown in Appendix).

<sup>9</sup> In this paper the term 'didactics' denotes the 'science or art of teaching'. It covers the whole range of activities (instructional design, teaching models, assessment practices, human development and curriculum development).

ESP and its varieties is linked firstly to finding out what learners need to learn, and secondly to drawing up an inventory for teaching purposes so as to determine how to use it to create a learning process. This in turn involves ESP course design processes such as needs analysis and language audit, on the basis of the need for relevance to learners of what is taught and a cost-effectiveness element and course 'surrender value' – that is, what can learners do (or do better) as a result of a course than they could before (Wilkins 1976: 69)?

Here it might be useful to recall the defining characteristics of ESP according to Dudley-Evans & St. John (1998: 4-5):

*Absolute Characteristics*

1. ESP is designed to meet specific needs of the learners
2. ESP makes use of underlying methodology and activities of the discipline it serves
3. ESP is centred on the language appropriate to these activities in terms of grammar, lexis, register, study skills, discourse and genre.

*Variable Characteristics*

1. ESP may be related to or designed for specific disciplines
2. ESP may use, in specific teaching situations, a different methodology from that of General English
3. ESP is likely to be designed for adult learners, either at a tertiary level institution or in a professional work situation. It could, however, be for learners at secondary school level
4. ESP is generally designed for intermediate or advanced students
5. Most ESP courses assume some basic knowledge of the language systems.

Bearing in mind all the above, legal ESP may yield a range of language-teaching responses, e.g.:

- a communication skills basis (e.g. dealing with written correspondence, telephone, videoconferencing or advocacy communication skills);
- a legal contexts basis, focusing on hard-core specifics such as negotiating and drafting specific documents;
- a study methods basis, e.g. where the aim is successful participation in a course or programme of study;
- a legal topics basis, where what is being taught is essentially general English but with a garnish of topical and professional relevance to enhance motivation.

All but the last require research and a materials-centred syllabus with a different approach for different varieties.

On this basis, legal ESP can perhaps be broadly and briefly defined as a range of language-teaching responses to (legal) system needs<sup>10</sup>.

<sup>10</sup> This appears to reflect the view of Hutchinson *et al.* (1987:19) who state: "ESP is an approach to language teaching in which all decisions as to content and method are based on the learner's reason for learning".

## 5.2. *Approaches to course and programme preparation*

Ideally, teaching touches on the already existing world of meanings which learners bring to them, within the umbrella of meaningful, relevant curricula sensitive to perceived learner needs, interests and experiences. As to the relation between teaching and learning, however, the traditional notion that teaching automatically leads to or in some way actually causes learning may be invalid. Ample evidence exists in the field of language learning (e.g. Kennedy 1973: 66) that learning occurs without teaching.

When designing activities for effective instruction, both content and sequencing are important (Calderhead 1984: 53, 59). That is, activities should be designed so as to be well-matched to learners' existing knowledge and skills. Additionally, activities should provide opportunities for further development and be well managed to ensure productive performance.

Practical methodological approaches to ESP course preparation should take into account (Knight 1996: 2):

- a. system needs: identify key language-using tasks that learners have to perform;
- b. course 'surrender value': what learners should be able to do, or do better, after the course;
- c. the requirement for quality of instruction, in particular design of materials and activities conforming in content and sequencing so as to be both comprehensible *and* meaningful to learners, also reflective of points (a) and (b);
- d. learner variables and obstacles to effective learning<sup>11</sup>.

Another point worth mentioning at this stage is that although language trainers need to be aware of certain language formulas for professional 'street credibility', ESP teachers may still remain outsiders in relation to the discourse community.

According to Richards (1990: 11) methodology can be characterized as the activities, tasks and learning experiences selected by the teacher in order to achieve learning, and how these are used within the learning process. In legal ESP in a classroom<sup>12</sup> setting, the aim will be to bring some element of reality or authenticity into the learning process, either through materials used or tasks involved. This would form an important aspect of syllabus design.

A useful aim for ESP teachers to follow is that learners should concur with teachers: ESP programmes may come to grief in cases of mismatch between expectations. This can generally be avoided by a needs analysis for individual needs. Needs analysis may occur within a wider language audit which examines and prioritizes institutional language training needs, in particular identifying key players from both the professional and linguistic standpoint whose need for ESP is highest.

From the previous two paragraphs the following can thus be added to the list of items that the ESP teacher needs to consider in course preparation:

<sup>11</sup> Regrettably, space does not allow us to develop these important themes here.

<sup>12</sup> The same would apply to courses delivered in house for clients such as law firms.



- a. relevance to real-life tasks;
- b. concurrence between learners and teachers through language-teaching responses.

In legal ESP, we should add a further item to the list: transnational legal and linguistic awareness on the part of learners and teachers<sup>13</sup>. These would include cross-cultural awareness. Although this paper has insufficient space to deal in detail with cross-cultural aspects of communication, nevertheless these cannot be ignored. Without digressing in an attempt to define culture, it should be noted that communication is an interactive event where people give meanings to messages, thereby jointly creating a social reality (see generally Nixon & Dawson 2002). Implicitly, effective cross-cultural communication requires pragmatic competence (see generally Thomas 1984, and for discussion Goddard 2004: 11-12, 13-23). Put differently, a high level of linguistic proficiency is no guarantee of pragmatic proficiency, so that language that is grammatically 'perfect' may still be perceived as inappropriate. Here, the critical reader might note that students will learn law in law classes but that users of legal English should be proficient users of English generally, a characteristic of ESP noted (see above) by Dudley-Evans & St. John.

### 5.3. *Course content and materials design*

It is important to draw the distinction between classroom and naturalistic settings for second language acquisition. From a psycholinguistic point of view, the classroom provides a more formal context, whereas in a naturalistic or informal context the learner tends to be involved as participant-observer in unsystematic, life-oriented language activity. Sociolinguistically, the two settings can be seen as two different domains (see generally Fishman 1964). The educational distinction between classroom language learning and naturalistic learning may be found in the distinction commonly drawn between training and 'learning on the job'. Training generally involves some deliberate organization of the learning process, mediated by competent individuals other than the learner, while naturalistic language acquisition is largely experiential and directed by learners themselves (Ellis 1989: 259; Kramsch 1993; Nunan 2000).

It should be borne in mind that both time and imagination are required to design and implement activities to ensure both valuable intervention in the form of instruction and productive performance and – the link between the two – stimulating learning tasks relevant to desired learning outcomes. Both content and sequencing are important in order to ensure that learners have the necessary knowledge and skills presented to them (Calderhead 1984: 53, 59). Put differently, the teacher has to consider the fitness of materials and tasks for intended learning outcomes. These in turn should be understandable to learners and operate as a vehicle for meaningful and effective learning. Suitability of materials may be prognosticated with fore-

<sup>13</sup> Implicit from the need for transnational legal and linguistic awareness (Section 2). However, as with learner variables and obstacles to effective learning (footnote 11), space does not allow us to develop this important theme here.

sight but better judged with hindsight. Thus, evaluation can influence selection, or deselection, of materials.

Variety of content and presentation appears to be a vital factor, especially as learners will not share the same preference for one way of learning. In selection of content, when addressing the question of appropriacy (British Council/BBC)<sup>14</sup>, one factor to be taken into account is the need for balance in the skills that need to be practised. According to Dubin & Olshtain (1986: 50): “When course designers choose to focus on skills rather than on knowledge or content, the definition of product is much more closely related to the use the learners are expected to make of the new language”. The problem with many coursebooks is that each unit tends to follow the same pattern. Language may be monotonously presented in the same way. Monotony, too, can stem from a teacher’s own methods – an unvaried lesson structure.

As to course surrender value, it is useful at the start of each course to ask learners to state what they expect to get from the course. This will enable them at the evaluation stage to voice awareness of their progress in terms of course ‘surrender value’. Initial clear explanation of course parameters and content, along with course-long consensus checks between teacher and participants as to course content, may help to avoid mismatch between learner and teacher expectations (Nunan 1987: 177).

## 6. Types of legal English course: approaches

Before addressing the introductory legal English course for in-house lawyers, which forms the main focus of this part of the paper, it will be useful to briefly compare different approaches and evaluations from sample legal ESP courses for other situations. For the sake of convenience and space, the author has chosen only courses and programmes from his home institution.

### 6.1. Bachelor programmes

Students on programmes leading to a bachelor degree can generally be expected to be a ‘clean slate’ in terms of legal English. Input of legal English may vary depending on the main language of instruction. For example, students on the Law and Business programme or Diplomacy and International Relations programme, both interdisciplinary three-year bachelor programmes at the RGSL launched in September 2010, are taught entirely in English. With that in mind, they receive a short (two-hour) study skills component on Day 1. This is followed by concentrated legal ESP at the start of the first year, in the shape of three 30-hour courses designed to stimulate acquisition of lexis that they are likely to need in their studies, along with academic writing skills and presentation skills. Results will be evaluated and any changes required can be implemented with intake 2011-2012.

<sup>14</sup> “Appropriacy refers to whether a word is suitable for the context it is being used in. It is an important aspect of language but an extremely complex one, as decisions about how to say things depend on understanding exactly what is right for the context and the culture”. Available at: <http://www.teachingenglish.org.uk/think/knowledge-wiki/appropriacy>.

## 6.2. *Master programmes*

By contrast, students on programmes leading to a master's degree at RGSL<sup>15</sup> receive a longer (eighteen hour) study skills course as part of a wider introductory course, but apart from the programme in legal linguistics (see generally Goddard 2009b) legal English takes the form of optional tutorials, partly for reasons of lack of time (these are one-year intensive programmes) and partly because, in contrast with bachelor students, they are generally not regarded as being quite a 'clean slate'<sup>16</sup>. However, students who wish to do so may attend legal English courses on the legal linguistics programme, which offers: legal writing (12 hours), contract drafting (12 hours)<sup>17</sup>, legislative drafting (24 hours), English grammar & stylistics (24 hours) and preparation for the international Legal English Certificate (ILEC)<sup>18</sup>.

## 6.3. *Continuing legal education (Continuing professional development)*

Whether offered for lawyers or translators, these fall into two categories:

- public courses on RGSL premises designed to attract individuals or groups from e.g. law and accountancy firms, public and other institutions;
- in-house courses made to order, mainly for international law firms.

We shall briefly look at two examples of the first type before focusing in more detail on a course of the second type.

### 6.3.1. *Principles of contract drafting*

This course, outlined in Figure 1, has been tried and tested over several years and provides an adaptable platform for courses for individuals from a wide variety of professional backgrounds, as well as BSc, LLM and MBA students. For example, although BSc and MBA students may not be – or become – lawyers, they may be or become managers responsible for negotiating and implementing contracts, including instructing and supervising lawyers who actually prepare contracts. From that standpoint, the course is relevant to them, though not in the same way as it is for law students or practising lawyers but rather as an insight into the language and structure of contracts, especially in international contexts, as well as some common pitfalls. As already mentioned, the course is also offered as an option on the legal linguistics master programme. Additionally, students from other master pro-

<sup>15</sup> Currently six programmes are offered: LLM in International & European Law; LLM in Law & Finance; LLM in Public International Law & Human Rights; LLM in Transborder Commercial law; LLM in European Law & Policy; MA in Legal Linguistics.

<sup>16</sup> To distinguish between legal English and legal linguistics, broadly speaking legal English is English used in legal contexts, while legal linguistics is the purposive study of language used in legal contexts. According to Salmi-Tolonen (2004: 1169) "[t]he purpose of legal linguistics is to study the language of the law, in all its forms, and its development and usage in order to create new knowledge of the interplay between language, law and society".

<sup>17</sup> Also offered as a continuing legal education/continuing professional development course: see Figure 1.

<sup>18</sup> University of Cambridge ESOL.

grammes can enrol: those studying law & finance and those on the LLM transborder commercial law track are most likely to register.

Although original course preparation followed ESP guidelines outlined above, end-of-course evaluations are taken every time the course is delivered, and from time to time the course content and presentation is reviewed. Figure 2 shows the evaluation from March 2009, when the course was attended by practising law and other professionals. While the evaluation is largely positive, some changes are suggested. These changes have now been implemented, with fewer power point slides and greater focus on practical aspects. While the flexibility and durability of the course have been proven, at some stage the course will be due for a major overhaul.

### 6.3.2. *Legal English for translators and interpreters*

This course (see Figure 3 for course outline) was run as a four-unit pilot course in late 2008 and early 2009 and required very considerable preparation indeed. Although disappointingly few participants attended, those who did attend were experienced professional translators and interpreters, so that the positive evaluation, e.g. of component IV (Figure 4), was a considerable accolade. As a result of evaluations, if the course is run again, comparative law will feature earlier in the series and the reading materials will be distributed beforehand.

### 6.3.3. *Courses tailored to client requirements (law firms in house)*

A feature of these courses is that the interest level of participants in theory is low but in 'learning by doing' high. This seems generally to be so, even when the relevance and importance of theory is made clear. Course participants are busy law professionals, often attending the course in their own office or some other nearby venue, sometimes under the watchful eye of a partner. All want to come away at the end of the course with a sense of having learned something they can apply in their work.

For these reasons, even where pre-course needs analysis has been used it is useful at the beginning to have a short warm-up session. Here, everyone introduces themselves, states their interest in the course – and what they hope to get from the course. This then becomes the course surrender value that participants will hopefully bear in mind when completing the end-of-course evaluation, irrespective of what they may have said in their responses to needs analysis.

## 7. Example of a tailor-made in-house course

### 7.1. *The client*

In this case, the client was a German legal and tax consultancy based in Nürnberg with 100-plus lawyers, tax counsel and accountants and offices in ten countries (including Germany)<sup>19</sup> throughout Central and Eastern Europe and correspondents

<sup>19</sup> Belarus, Czech Republic, Estonia, Germany, Hungary, Latvia, Lithuania, Poland, Slovakia, Ukraine.

in several others<sup>20</sup>. The firm, which describes itself as “decentralized, in that all offices form a network of direct links”<sup>21</sup>, generally has at least one German lawyer (typically, a partner and a trainee) in each office, which is otherwise largely staffed by nationals of the country concerned. The ‘company language’ is both English and German and all personnel including partners are required to have some command of both languages.

## 7.2. Course arrangements

The course was set up at short notice at the client’s request. Moreover, it was unclear who the participants would be, other than that at least one partner would be present, along with personnel from the firm’s Vilnius and Minsk offices. In pre-course email exchanges, the organizing partner had agreed the course outline (Fig. 5), having indicated only that the focus of the course was to be “drafting documents”. The overall aim was that the course should be exploratory, with a view to establishing a template introductory legal English course for others of the firm’s offices.

‘Givens’ were that course participants were native speakers of German (with English as second language), Lithuanian or Russian (both with German as second language and English as a third language) and that they use English for transactions with an international element, such as cross-border mergers and acquisitions (e.g. due diligence, share purchase agreement), emails and news items in English for the firm’s multilingual website. Additionally, participants had different levels of English and experience. Moreover, the partner emphasized that this was an exploratory course, with a view to other future courses. For this reason and due to time constraints, no pre-course needs analysis was undertaken – perhaps unwisely. Crucially, the client supplied on request at least one sample text from each participant, some alongside versions in Russian and Lithuanian. This enabled pre-course analysis of texts (Figures 6-12). Typically, analysis entailed identifying words, phrases or sentences for improvement and noting the problem involved. The aim was to use this information when working with participants to improve the texts in class.

Course venue was the firm’s Vilnius office in a light, air-conditioned room (this was a very hot summer) with laptop, media projector, screen, flip chart and marker pens all arranged by the client, who also printed out course materials, sent beforehand by email. In practice, these arrangements are usually best coordinated by one individual in the office reporting to a partner. This same individual would also arrange travel and accommodation. The course was to run on two half-days on Friday and Saturday, a total of 12 academic hours, a balance between firm’s time and participants’ time. An added advantage for overall economy and efficiency was that this allowed for travel on days 1 and 2, with only one night in a hotel. An end-of-course certificate was to be issued to participants, enabling them to claim one credit for continuing professional development from their local bar association.

<sup>20</sup> Bulgaria, Romania, Russia.

<sup>21</sup> [http://www.bnt.eu/index.php?page=en\\_standorte](http://www.bnt.eu/index.php?page=en_standorte).

### 7.3. Course materials

Course material consisted of the following:

- a set of 100 PPP slides on theoretical aspects of legal English as a lecture-cum-seminar-type warm-up and focus activity on Day 1. The aim of the slides was to prepare for Day 2, that is, to practise (with authentic texts) and implement (with participants' own texts) theoretical aspects from Day 1. With that in mind, PPP slides covered language aspects as disclosed by pre-course analysis of participants' own texts, of which more below, but in particular approaches to plain language drafting;
- a 22-page handout entitled 'Aspects of Legal English: Introductory seminar and workshop', with a course outline (Fig. 5) and timetable, exercises using authentic materials. These consisted of a newsletter item followed by a court report and a second newsletter item showing different treatment of the same topic, and finally an EU directive for analysis and 'translation' into a newsletter item. These practice exercises operated as a second (practice) stage with authentic materials in a particular skill area (analytical legal writing for different audiences) and thus as a transition between the theory from Day 1 and the implementation (workshop) stage using participants' own materials;
- participants' own materials (Figures 6-12)<sup>22</sup> for improvement on-screen, in-class. These had previously been airbrushed for confidentiality and analysed (see Tables 1-7 corresponding to Figures 6-12 reproducing in list form the language samples highlighted in the figures and to which each table respectively corresponds) to identify areas for improvement, especially linked to the theoretical stage on Day 1. Basically, the focus was on correct use of plain English in legal contexts. For reasons of space, this paper contains only extracts from participants' texts with sample analysis of each.

## 8. Discussion

Analysis of texts showed that in general meaning was clear, in spite of much room for lexical and other improvements. Some texts showed English on one side of the page and the foreign language version (Lithuanian, Russian) on the other. Where typical common law expressions were used in cases of dual language texts<sup>23</sup>, this may suggest that the text was prepared in English. Conversely, the form and content of other texts in English may have been influenced by content of Russian, German and Lithuanian versions. In methodological terms, analysis was eclectic: pragmatic rather than purely linguistic.

The main focus was to collate the information to help set a standard. This en-

<sup>22</sup> Extracts only for this paper due to constraints of space, though in the course participants received hard copies of the whole text, which was also shown on screen so that participants and the instructor could collaborate in identifying and rectifying or improving the text.

<sup>23</sup> Shareholder agreement Figure 6, articles of association Figure 7, power of attorney Figure 11, site operation & maintenance agreement Figure 12.

abled preparation of slides. These began with what to avoid, such as characteristics of old-styled legal English, common words with specialist meaning (e.g. *execute*), antiquated English words (e.g. *hereinafter*), words of French origin (e.g. *damage*), terms of art, jargon (e.g. *in the event that*), use of two or more words where one will do (e.g. legal pairs), passive voice, nominalizations, use of *and/or* and *etc.*. Slides then focused on what to promote, such as preferring active to passive voice, plain English, and so on.

In general, the course evaluation (Fig. 13) was positive. Interestingly, and somewhat disappointingly, some negative comments appeared on the balance between theory and practice, even though the theoretical part involving use of slides drew on analysis of texts. However, this should come as no big surprise given the author's awareness that in-house course participants show a strong preference for learning by doing and some disdain for theory. Nevertheless, some theory is vital. Clearly, though, the course slides need some revision firstly by shortening and secondly by simplifying it into a set of "do's and don'ts", as at least one participant suggested. Further emphasis on the link between analysis of texts at both the introductory stage and in the course outline would also be helpful.

Finally, use of participants' own materials – or at the very least authentic texts – appears to be instrumental to the success of in-house courses. Pleas of 'confidentiality' to justify non-production by clients of (participants') authentic texts are open to challenge by the response that confidential material is not required and can be removed by the client before production. Only rarely will a document remain confidential after it has been 'airbrushed' in this way. Anonymous use of one's own text makes a course relevant and useful to participants: a significant part of course value is added. Moreover, on-screen display appears to be a useful exercise in that it enables the trainer and participants to collaborate in transforming these texts by applying, for example, plain language and stylistic improvements such as appropriate placing of discourse markers.

## 9. Conclusion

In examining language-teaching responses to the education and training needs of non-native users of English for legal purposes, this paper has looked at different types of need and different types of response, in greater or lesser detail. Presentation of different legal ESP contexts illustrates to some extent the different approaches required. As a constant, though, the guidelines for ESP course preparation<sup>24</sup> appear to provide a sound basis on which to proceed. To these might be added the importance of administrative arrangements, especially where course delivery is at a venue unfamiliar to the ESP teacher.

Of the courses examined here, that in contract drafting remains a solid warhorse. The translators' course will hopefully see further service, the nearest possibility being on an upcoming European Union legal linguistics project in Kosovo in which

<sup>24</sup> See Section 5.2 items marked a-f.

the author and his institution are involved. And with changes, the introductory course 'Aspects of legal English' could provide a useful template for future introductory in-house courses<sup>25</sup>.

Areas for further activity suggested by this paper might include research exploring the 'comfort zone' theory outlined above, as well as possible links between textual errors and (legal) experience, language level, native language. It would also be interesting to see to what extent – in cases where English and foreign language texts appear side by side – the English text influences the foreign language text, and vice versa. Perhaps most importantly, the question arises of standards to be applied in English as a global – or even as a European – language in legal contexts. Can a universal or European standard be achieved, and if so, how?

## References

- Bar C. von 1998. *The Common European Law of Torts. Volume One*. Oxford: Oxford University Press.
- Bar C. von 2000. *The Common European Law of Torts. Volume Two*. Oxford: Oxford University Press.
- Bar C. von (ed.) 2009. *Principles of European Law: Non-Contractual Liability Arising out of Damage Caused to Another: v. 7 (European Civil Code Series)*. Oxford: Oxford University Press.
- Bhatia V.K. 1993. *Analyzing Genre: Language in Professional Settings*. London: Longman.
- Block G. 1999. *Effective Legal Writing for Law Students and Lawyers*. New York: Foundation Press.
- British Council/BBC 2010. At <http://www.teachingenglish.org.uk/think/knowledge-wiki/appropriacy>.
- Calderhead J. 1984. *Instructional Decision-Making*. London: Holt, Rinehart and Winston.
- Drolshammer J. & N.P. Vogt 2003. *English as the Language of the Law? An Essay on the Legal Lingua Franca of a Shrinking World*. Schulthess Juristische Medien AG, Zürich-Basel-Genf.
- Dubin F. & E. Olshtain 1986. *Course Design: Developing Programmes and Materials for Language Learning*. Cambridge: Cambridge University Press.
- Dudley-Evans T. & M. St. John 1998. *Developments in English for Specific Purposes: A Multi-disciplinary Approach*. Cambridge: Cambridge University Press.
- Ellis R. 1989. Classroom learning styles and their effect on second language acquisition: a study of two learners. *System* 17: 249-262.
- Ferrari F. 1994. International business, law merchant and law school curricula. *Yale Journal of Law and the Humanities*: 95-99.
- Fishman J. 1964. Language maintenance and language shift as fields of enquiry. *Linguistics* 9: 32-70.

<sup>25</sup> In Bratislava, immediately following the conference at which the author delivered this paper, for the Bratislava office of the same law firm at whose Vilnius office the course was first delivered.



- Garner B. A. 2001. *Legal Writing in Plain English*. London/Chicago: University of Chicago Press.
- Goddard C. 2004 English as an international language of legal communication: inter-cultural aspects. Research Network of Legal Culture and Traditions in the Baltic Sea Area August 27-29, 2004 Vilnius. RGSL Working papers No. 20.
- Goddard C. 2009a. Where legal cultures meet: translating confrontation into coexistence. In *Investigationes Linguisticae* vol. XVII. Institute of Linguistics – Adam Mickiewicz University, Poznań, Poland: 168-205.
- Goddard C. 2009b. A professional Master's programme in legal linguistics: a model for translators and lawyers? In L. Sočanac, C. Goddard & L. Kremer (eds.), *Curriculum, Multilingualism and the Law*. Zagreb: Nakladni zavod Globus: 149-174.
- Hutchinson T. & A. Waters 1987. *English for Specific Purposes: A Learner-centered Approach*. Cambridge: Cambridge University Press.
- Kennedy G. 1973. Conditions for language learning. In J.W. Oller & J.C. Richards (eds.), *Focus on the Learner: Pragmatic Perspectives for the Language Teacher*. Rowley, Massachusetts: Newbury House: 66-80.
- Knight R. 1996. Defining English for military purposes in the context of English for Specific Purposes. Conference paper presented and distributed at the British Council/Foreign and Commonwealth Office Military English Conference, Prague. March, 1996.
- Kramsch C. 1993. *Context and Culture in Language Teaching*. Oxford: Oxford University Press.
- Maalouf A. 1984. *The Crusades through Arab Eyes*. (Tr. Jon Rothschild from *Les Croisades vues par les Arabes*, Editions J.-C. Lattes, Paris, 1983) London: Al Saqi Books.
- Mattila H. E. S. 2006. *Comparative Legal Linguistics*. Aldershot, UK: Ashgate.
- Mellinkoff D. 1963. *The Language of the Law*. Boston: Little, Brown & Co.
- Moss G. C. 2007. Harmonized contract clauses in different business cultures. In T. Wilhelmsson, E. Paunio & A. Pohjolainen (eds.), *Private Law and the Many Cultures of Europe*. The Hague: Kluwer Law International: 221-239.
- Nixon J. & G. Dawson 2002. Reasons for cross-cultural communications training. *Corporate Communications: An International Journal* 7/3: 184-191.
- Nunan D. 1987. Communicative language teaching: the learner's view. In K. D. Bikram (ed.), *Communication and Learning in the Classroom Community*. Singapore: SEAMEO Regional Language Centre: 176-190.
- Nunan D. 2000. Seven hypotheses about language teaching and learning. *TESOL Matters* 10/2: 1-9.
- Olsen F., A. Lorz & D. Stein (eds.) 2009. *Translation Issues in Language and Law*. Basingstoke/New York: Palgrave Macmillan.
- Richards J.C. 1990. *The Language Teaching Matrix*. Cambridge: Cambridge University Press.
- Salmi-Tolonen T. 2004. Legal linguistic knowledge and creating and interpreting law in multilingual environments. *Brooklyn Journal of International Law* 29/3: 1167-1191.
- Sellers M. 2008. The internationalization of law and legal education. In J. Klabbers & M. Sellers (eds.), *The Internationalization of Law and Legal Education*. Ius gentium: Comparative Perspectives on Law and Justice. Dordrecht: Springer: 1-5.

- Sočanac L., C. Goddard & L. Kremer (eds.) 2009. *Curriculum, Multilingualism and the Law*. Zagreb: Nakladni zavod Globus.
- Thomas J. 1984. Cross-cultural discourse as 'unequal encounter': towards a pragmatic analysis. *Applied Linguistics* 5/3: 226-235.
- Tiersma P. 1999. *Legal Language*. Chicago: University of Chicago Press.
- Triebel V. 2009. Pitfalls of English as a contract language. In F. Olsen, A. Lorz & D. Stein (eds.), *Translation Issues in Language and Law*. Basingstoke/New York: Palgrave Macmillan. At [http://www.syndikusanwaelte.de/pdf/jt\\_2006/Triebel%20%20Pitfalls%20in%20English%20as%20Contract%20Language%20%20Notes%20to%20Pr2.pdf](http://www.syndikusanwaelte.de/pdf/jt_2006/Triebel%20%20Pitfalls%20in%20English%20as%20Contract%20Language%20%20Notes%20to%20Pr2.pdf).
- Wilhelmsson T., E. Paunio & A. Pohjolainen (eds.) 2007. *Private Law and the Many Cultures of Europe*. The Hague: Kluwer Law International.
- Wilkins D. 1976. *Notional Syllabuses*. Oxford: Oxford University Press.
- Wydick R. 1998. *Plain English for Lawyers*. Carolina: Carolina Academic Press.
- Zweigert K. & H. Kötz 1998. *Introduction to Comparative Law* 3<sup>rd</sup> revised edition, translated by Tony Weir. Oxford: Oxford University Press.

# APPENDIX

## Principles of contract drafting in English

### Course Aim, Goals and Outcomes

#### Aim

To review the principles of contract drafting, and in particular the practical world of international contracts in English.

#### Goals

Provide a theoretical overview of legal and linguistic approaches to contract drafting.

Enable participants to implement theory in the context of practical exercises involving realistic situations, including examples of real contracts airbrushed for confidentiality.

#### Outcomes

Understanding of the diverse legal and linguistic background of international commercial transactions and ability to draft and supervise drafting of sound international commercial contracts accordingly.

#### Contents

**Part 1: Glossary of Contract Terms** Page 4

#### Part 2: Course Textbook

**Chapter 1: Process of Contract Drafting; Elements of Effective Contracts** Page 10

Section A: Fundamental Policies and Values of Contract Law

Section B: Sources of Contract Law

Section C: General Writing Principles Applicable to Contract Drafting

Section D: Using Defined Terms

**Chapter 2: Contract Principles** Page 21

Section A: Basic Attributes of the Contractual Relationship

Section B: Overview of Contract Standard Provisions

Section C: Promises and Conditions

Section D: Warranties

**Chapter 3: Establishing Agreement, Rights and Obligations, Remedies** Page 27

Section A: Establishing an Agreement: Offer, Acceptance and Consideration

Section B: Remedies

**Chapter 4: Planning Ahead for Problems; Contract Interpretation** Page 30

Section A: Termination Provisions

Section B: Impracticality of Performance and Frustration of Purpose

Section C: Risk Allocation in Contracts

Section D: Clauses that Address the Possibility of Future Litigation

**Chapter 5: Other Important Clauses; Assembling Contracts** Page 35

Section A: Understanding General Clauses

Section B: Assignments

Section C: Contract Interpretation Issues

**Part 3: Basic Language Guide to Drafting Legal Documents in English** Page 40

**Part 4: Assignments** Page 52

Section A: Introduction and Self-Assessment

Section B:	Contracts Terminology and Language Development Exercise	
Section C:	Redrafting Skills Exercise	
Section D:	Exercises:	Does a Contract Exist?
Section E:	Exercise:	Drafting Termination Provisions
Section F:	Exercise:	Agreement to Use On-Line Banking Services
Section G:	Exercise:	Extract From Loan Agreement
Section H:	Exercises:	Reading and Understanding Contracts
Section I:	Further exercises	
<b>Part 5: Appendix</b>		<b>Document File</b>
	Loan Agreement	Page 83
	Agreement for Independent Contractor Services	Page 94
	Select CISG Provisions	Page 102
	Online Banking Agreements (2)	Page 109/115
	ABC Car Hire Terms and Conditions	Page 121
	Property Lease – commercial	Page 124
	Procurement contract	Page 135
	Share purchase agreement	Page 147

Source: author

**Figure 1.** Course Outline: Principles of Contract Drafting

[Name and logo of institution deleted]  
 COURSE: Principles of Contract Drafting in English  
 Course no.: [deleted]  
 Date: 3-5, 9, 11, 12 March 2009  
 Participants: 6

1. Generally, the course was

Poor	Fair	Average	Good	Excellent
			2	4

Comments

- this is a great course not only for lawyers, but also for administrative staff
- a lot of useful information, group work

2. The course met my expectations:

0 (not at all)	0	1	5 (very much)
----------------	---	---	---------------

3. I would recommend this course to other professionals working with contracts

0 (not at all)	0	0	6 (very much)
----------------	---	---	---------------

4. What did you like about the course?

Comments

- Exercises
- I like course reference to real contracts
- Practical examples, changes in the contracts
- Course totally changed opinion about contract language and gives great overview about contract development
- Very practical
- The teacher, his knowledge, his style of teaching

5. What did you dislike about the course?

Comments

- too short course
- could be less PP presentation in the beginning and more practical training;
- now after this course I must correct all contracts.

6. How do you rate the course facilitator [name deleted]?

0 (poor)	0	0	0	5 (excellent)
----------	---	---	---	---------------

Comments

- excellent language + great personality;
- perfect language and communication skills, excellent in teaching!
- He loves his job you can feel it. Every example, exercise and comment has a sense.

7. How do you evaluate administrative aspects – premises, timing etc.?

Comments

- Excellent
- Administrative aspects are good and flexible;
- Excellent (about the time – could start at 18:00 and last for 3 weeks with 2 classes per week)
- Very well organised but [words in Latvian deleted] (choir singing was disturbing\*)

\* The choir of the Stockholm School of Economics regularly practises in the evening on the premises!

<ul style="list-style-type: none"> <li>- Very good</li> <li>- Could be better to start at 18:00</li> </ul> <p>8. What other courses / seminars would you be interested in taking at RGSL?</p> <p>Comments</p> <ul style="list-style-type: none"> <li>- financial law</li> <li>- international trade, EU Law</li> <li>- all English language courses</li> <li>- legal English</li> <li>- more English courses</li> </ul> <p>9. Where did you hear about the course?</p> <ul style="list-style-type: none"> <li>- found at webpage of [deleted] which I visit regularly</li> <li>- from a friend</li> <li>- e-mails; [deleted] home page</li> <li>- booklet</li> <li>- web</li> <li>- from [deleted] email</li> </ul> <p>- We are gathering testimonials for this course. If you liked the course, please write a testimonial one to three sentences long that we may use in our informative materials in the future</p> <p>- Comments</p> <ul style="list-style-type: none"> <li>- "For everybody who considers that he knows everything in contract drafting, please find his lack of knowledge on this course" [name of individual and company deleted]</li> </ul>
---

Source: author

**Figure 2.** Course Evaluation: Principles of Contract Drafting

**LEGAL ENGLISH FOR INTERPRETERS AND TRANSLATORS**

Course objective: to assist interpreters and translators to work with legal language and lawyers' thinking.

Course content: a mixture of theory and practical exercises. A variety of legal texts, e.g. legal opinions, reports, letters, and participants' own texts are used for exercises. The course involves mainly reading and writing skills.

Course format: series of four weekend workshops, which can be attended separately.

Course participants: interpreters and translators working with legal texts and at law firms and others who consider the subject relevant for their job.

**Course outline****Workshop 1: How lawyers think**

Introduction to Legal Reasoning and structure of a Legal Discussion

Understanding Legal text, Legalese

How to read and understand Court Opinions

Legal Latin

Illustrating different methods of case analysis

Understanding law reports and specific legal texts: contracts, statutes

Proofreading course participants' own texts translated into English

**Workshop 2: Legal Language and legal linguistics**

The concept of legal language: functions, features, varieties

Legal linguistics as a discipline, the importance of legal-linguistic knowledge

Legal language as a Language for Special Purposes

Importance of communication theory and transmission of legal messages

Strengthening the authority of the law and lawyers' team spirit

Linguistic policy and the cultural task of legal language

Writing in cross-cultural contexts

Proofreading course participants' own texts translated into English.

**Workshop 3: Legal Language, terminology, and writing**

Law, language, and culture

Characteristics of legal language

Legal concepts and legal terminology

Categories and styles of legal writing

Grammar as a vital tool in legal writing

Detecting problems in source text

Making text more reader-friendly

Summarizing, revising, and editing text

Proofreading course participants' own texts translated into English.

**Workshop 4: How the law works**

Legal theory

Law and legal systems

Areas of law

Hierarchies of law, relationships between laws and legal systems  
Globalization and harmonization  
Lawyers and legal institutions  
Law in the context of politics and economics  
Problem areas for translators  
Proofreading course participants' own texts translated into English.

Source: author

**Figure 3.** Course outline: Legal English for Translators & Interpreters



## COURSE EVALUATION: Legal English for Interpreters and Translators

Workshop IV "Comparative Law"

COURSE No. [deleted]

DATE: 27-29 March 2009

Participants: 4

1. Generally, the course was

Poor	Fair	Average	Good	Excellent
			1	3

Comments

2. The course met my expectations:

1-5

0 (not at all)	0	0	1	3 (very much)
----------------	---	---	---	---------------

3. I would recommend this course to other law professionals wishing to improve their skills in English.

1-5

0 (not at all)	0	0	0	4 (very much)
----------------	---	---	---	---------------

- it concerned not only translators, but drafting as well

4. What did you like about the course?

Comments

- The combination of law and language, theory and Comparative law is particularly important.

- It was smooth, active, well prepared, very relevant and highly usable. I liked the well chosen theory material and the part of editing the participants' texts.

- The framework for understanding legal language and practical tools for improving translator's skills.

- The practical part was very valuable.

5. What did you dislike about the course?

Comments

- It would have been good to receive the theory material a little bit in advance, the course gave a good overview which might have been an excellent first workshop.

- Nothing.

- The theory part seemed a bit 'dry' – not put into perspective of translations practice (some bits were better than other).

6. How do you rate the instructor [name deleted]?

1-5

0 (poor)	0	0	0	4 (excellent)
----------	---	---	---	---------------

Comments

- Extremely well prepared.

- A great expertise combined with teaching skills.

- A great professional both in law and translation.

7. How do you evaluate administrative aspects – premises, timing etc.?

Comments

- Excellent.

- Excellent, cozy and welcoming.

- Very welcoming, comfortable and pleasant.

- Training – great, coffee should be at the same floor.

8. What other courses / seminars would you be interested in taking at [name deleted]?

Comments

- Anything designed for translators
- Legal linguistics

9. Where did you hear about the course?

2 www.[name deleted] 2

\_ Other web search (please state where.....)

1 Received [name deleted] CLE Email update on courses at [deleted]

\_ Newspaper advertisement

i. Which newspaper \_\_\_\_\_

\_ Personal letter

1 From a friend/colleague

\_ Other (please comment).....

10. We are gathering testimonials for this course. If you liked the course, please write a testimonial one to three sentences long that we may use in our informative materials in the future.

Comments

“Every translator of legal texts should attend this course. If translators wish to contribute to better translation environment, more successful results, client-friendly service, business-minded attitude, the translators MUST attend this course.”

“There is a lot to be done in [deleted] to improve legal documents and their translations. Attending these courses is one excellent way to achieve the goal.” [name of individual and company deleted]

“A great course for those who have mastered the basics and are looking to take another step further in their professions.” [name of individual and company deleted]

Your Name, Institution (for the testimonials, optional)

You can also choose to forward your testimonial to courses@[deleted] to keep the evaluation anonymous.

THANK YOU!

Suggestions:

- future series of courses could be started with comparative law
- it would be useful to have the course material in advance for reading and analyzing

Source: author

**Figure 4.** Course Evaluation: Legal English for Translators & Interpreters (IV of IV)

**Aspects of Legal English****Who is this introductory training seminar and workshop for?**

It is for practising lawyers who are not native speakers of English but who need English in practical legal contexts in an international environment.

**What is the aim of the seminar and workshop?**

The aim is to raise awareness of the main challenges in the field and to develop principles and approaches in recognizing and dealing with those challenges.

**How will the aim be achieved?**

On Day 1: Starting with a seminar presentation (information exchange) leading to discussion, questions and answers, with a view to establishing some general principles and approaches to apply to legal texts in English in international contexts.

On Day 2: Starting by examining and working with legal texts (contained in this booklet) to practise principles and approaches on authentic legal texts, to acquire further principles and approaches from practice, followed by applying principles to course participants' own texts.

**Note:** this seminar and workshop runs for 12 academic hours\* and may qualify for credits with your bar association.

One academic hour = 45 minutes

Source: author

**Figure 5.** Course outline: aspects of legal English

## SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement (hereinafter the **AGREEMENT**) was made and entered on the [x] day of [x] month of the year 2009 by and between:

The Parties hereby agree as follows:

### DEFINITIONS AND INTERPRETATION

1.1. Whenever used in this Agreement, unless the context otherwise requires, the following terms when capitalized shall have the following meanings:

1.1.4. **COMPANY** means a closed stock company

1.1.5. **CONFIDENTIAL INFORMATION** means the information as defined in Clause 17.1 hereof.

### SUBJECT MATTER

2.1. The Parties hereby acknowledge and agree

2.2. The Parties declare their best endeavours during the whole term of this Agreement... to procure that at all times during the term of this Agreement the provisions of this Agreement are duly observed and given full force and effect according to its spirit and intention.

### ALLOCATION OF SHARES

3.1.1. a portion of all the Shares... shall be held by

The Parties hereby agree that during the term of this Agreement the subscription terms of any and all share issues of the Company shall be such that . . .

### MANAGEMENT OF THE COMPANY

4.3. Also the Parties agree that the General Meeting of Shareholders must be convened once per quarter.

4.5.1. The following decisions of the General Director require approval of the General Meeting of Shareholders adopted at the majority of 2/3 of the total vote cast:

entry into transactions by the Company regarding providing securities (pledges, mortgages, etc.), sureties and/or guarantees for the performance of the obligations of the third parties as well as for granting loans.

#### The General Director

4.8 ... In no event, the General Director has authority to take decisions and/or perform actions on behalf of the Company specified in Clause 4.5.1, unless such actions or decisions have been duly approved or decided by the General Meeting of the Company.

4.10. The General Director is obliged to convene General Meeting of Shareholders once per quarter.

### BUSINESS OF THE COMPANY

5.1. Unless otherwise agreed in writing by the Shareholders or otherwise herein provided,...

### NON-COMPETITION AND EXCLUSIVE RIGHTS

11.1.4. Must not become a member of a management body or employee of the legal person, which engages in business competing with Business of the Company, or provide respective services to such legal person, based on the service or other agreements.

13.1. In case any of the Shareholders fails to perform or improperly performs its obligations hereunder, it is liable to pay a fine, the amount of which is established as set forth below, for each such failure to each other Shareholder and to compensate the damages incurred by such Shareholder in excess of the aforementioned fine, including cases when no fine is established.

**CONFIDENTIALITY**

18.2. Each Shareholder must ensure that any third person, to whom the Confidential Information have to be disclosed due to the cause of business or due to other requirements established by the laws or the internal documents of the Company, properly keeps the Confidential Information as well as does not disclose it to any other party.

Source: client of author

**Figure 6.** Shareholders' Agreement (extracts)

**Table 1.** Sample language analysis from Figure 6

Language sample	Comment
hereinafter	Obsolete + redundant: delete
made and entered	Legal pair: one only needed
day of [x] month of the year	Obsolete form: can be shortened
by and between	Legal pair: one only needed
hereby	Obsolete + redundant: delete
unless the context otherwise requires	Word order: <i>requires otherwise</i>
shall	Obsolete : use present simple tense here
a	Article: not needed
hereof	Obsolete + redundant: delete
hereby	Obsolete + redundant: delete
acknowledge and agree	Legal pair: one only needed
at all times during the term of this Agreement	Redundancy: delete: <i>at all times... the term of,</i> leaving <i>during this Agreement</i>
the provisions of this Agreement are duly observed	Redundancy + obsolete: replace <i>the provisions of</i> with <i>this</i> + delete <i>duly</i> . Should read <i>this Agreement is observed</i>
full force and effect	Legal pair: one only needed
shall	Obsolete: use <i>will</i> to express intent
The Parties hereby agree that	Redundancy: delete.
any and all	Legal pair: one only needed
Also the Parties agree that	Redundancy: delete
per quarter	Latinate English: <i>every quarter</i> better
adopted at the majority	Preposition wrong: <i>by</i> better
entry	Lexis: use <i>entering</i>
Regarding	Lexis + obsolete: <i>for</i> better.
etc.	Imprecise: replace with <i>e.g.</i> at start of list.
and/or	Error: vague, misleading: use one or the other or <i>either X or Y or both</i>
the	Article: redundant
In no event, the General Director has authority	Verb – inversion needed: <i>In no event has...</i>
and/or	Error: vague, misleading: use one or the other or <i>either X or Y or both</i>
is obliged to convene General Meeting of Shareholders once per quarter.	Various: should read <b>must convene a General Meeting of Shareholders once every quarter</b>

<p>herein</p>	<p>Obsolete + redundant: delete</p>
<p>the legal person, which engages in business competing with Business of the Company</p>	<p>Various: punctuation + articles (2) + word order + punctuation (no comma needed): should read: <i>a legal person in competition with <b>the</b> Business of the Company</i></p>
<p>In case any of the Shareholders fails to perform or improperly performs its obligations hereunder, it is liable to pay a fine</p>	<p>Various: <i>in case</i> should read <i>if</i>; <i>any of</i> unnecessary: <i>hereunder</i> + <i>pay</i> redundant: delete; lexis <i>fine</i> incorrect. Should read <i>A shareholder who fails or fails properly to perform its obligations is liable to a penalty</i></p>
<p>and to compensate the damages incurred</p>	<p>Various: article + lexis: should read <i>and to compensate damage incurred</i></p>
<p>in excess of the aforementioned fine</p>	<p>Obsolete: should read <i>in excess of a fine</i></p>
<p>any third person, to whom the Confidential Information have to be disclosed due to the cause of business or due to other requirements established by the laws or the internal documents of the Company, properly keeps the Confidential Information as well as does not disclose it to any other party.</p>	<p>Various: e.g. punctuation, verb form, lexis, redundancy. Should read <i>a third person to whom the Confidential Information has to be disclosed for business or statutory requirements or Company rules will maintain confidentiality.</i></p>

**ARTICLES OF ASSOCIATION OF...****ARTICLE 1. GENERAL PART**

4. The property of the Company shall be separated from the property of the shareholders. The Company shall be liable for its obligations only to the extent of its assets. The shareholders shall be liable for the obligations of the Company only to the extent of the amount of the issue value of the shares to be paid by them. The Company is not liable for the obligations of the shareholders and the shareholders are not liable for the obligations of the Company, except for the cases such civil liability of the shareholders (participants) of the Company is established in the Civil Code.

**ARTICLE 5. BODIES OF THE COMPANY**

4. The bodies of the Company shall act only for the interests of the Company and for the benefit of its shareholders. The bodies of the Company shall have no right to adopt decisions or perform any acts which are in breach and/or contradict to the Articles of Association of the Company or objectives indicated herein as well as which are obviously loss-making (buying goods or services in a higher or selling them in a lower than market prices, also squandering the Company's property, etc.) or which are obviously economically inexpedient.

8. The Board shall:

8.4. take the decisions to establish or wind up the branches and representative offices of the Company; approve the regulations of the branches and representative offices of the Company; appoints and recall the managers of the branches and representative offices;

**ARTICLE 8. THE HEAD OF THE COMPANY**

4. The below indicated transactions may be concluded by the Managing Director only if the decision of the Board is adopted:

Source: client of author

**Figure 7.** Articles of Association (extracts)



**Table 2.** Sample language analysis from Figure 7

Language sample	Comment
shall be	Obsolete: use <i>is to be</i>
shall be	Obsolete: use <i>is</i>
shall be	Obsolete: use <i>are</i>
shall act	Obsolete: use <i>act</i>
for	Grammar: preposition: wrong – use <i>in</i>
shall have no right to	Obsolete: use <i>may not</i>
any	Redundancy: delete
which are in breach and/or contradict to	Redundancy: delete <i>are in + to</i> Error: and/or: Vague, misleading: use one or the other or <i>either X or Y or both</i> Should read <i>which breach or contradict</i>
objectives indicated	Usage: should read <i>their objectives</i>
herein	Redundancy + obsolete: <i>herein</i> - delete
in a higher ...in a lower than market prices	Grammar: preposition: error: should read <i>at + noun</i> in singular. Should read <i>at a higher....at a lower than market price</i>
etc.	Imprecise: replace with <i>e.g.</i> at start of list
shall	Obsolete: use <i>will</i> for future intent or present simple to state rule
the	Article: redundant
the	Article: redundant
the regulations of the branches	Articles x 2: redundant
appoints and recall	Number: if using present simple for rule, add <i>s</i> to <i>recall</i>
the	Article: redundant
the branches and representative offices	Article: redundant
The below indicated transactions may be concluded by the Managing Director only if the decision of the Board is adopted:	Various (e.g. sentence word order, replace passive with active voice, lexis, article error): should read <i>The Managing Director may conclude the transactions listed below only with Board authorisation</i>

**LEGAL MEMORANDUM I**

Facts:

[Name of client] has sold and delivered goods for [name of defaulting customer], the Invoice was issued, but wasn't paid. The debt was confirmed by the debtor, partial payments were proposed, but were never done, negotiations on the reduction of the claim by acceptance of products were taking place.

[Name of client] submitted the claim to the court for the debt recovery, the preliminary court ruling was entered. The defendant, using his right to present objections, has presented false statements in his objections to the court. The rejoinder was submitted, and as a consequence the hearing of the court was scheduled.

Three questions are raised:

The first one relates to the conduct of parties in court, i.e. is the defendant liable for submission of false statements to the court? The second one is more general one, related to initial sales of goods and partly to the stage where payment plan is proposed. The third one is related to negotiations without intent for entering into agreement, e.g. negotiating the payment plan or schedule without intent to enter into one or adhere to it.

Source: client of author

**Figure 8.** Legal Memorandum I (extracts)

**Table 3.** Sample language analysis from Figure 8

Language sample	Comment
has sold	Tense: should read <i>sold</i>
for [name of defaulting customer]	Preposition: error: should be <i>to</i>
,	Punctuation: full stop needed here
the	Article: error: should be <i>An</i>
wasn't paid	Register: full form of verb <i>was not</i> needed
Confirmed	Lexis: better <i>acknowledged</i> or <i>admitted</i>
were never done,	Verb: error: should read <i>made</i> Punctuation: full stop needed here
on the reduction	Article: redundant – cut
products were taking place.	Lexis: should read <i>goods</i>
submitted the claim to the court	Obsolete + article + preposition: should read <i>filed a claim with the court</i> or <i>filed court proceedings</i>

the debt recovery	Article + sentence word order: should read for <i>recovery of debt</i>
, the preliminary court ruling	Punctuation (redundant comma) + article (error) + redundant lexis – should read: <i>a preliminary ruling</i>
His	Error: should read <i>its</i> or <i>the</i>
has presented	Tense: delete <i>has</i>
The rejoinder was submitted	Article + lexis x 2: should read <i>A reply was filed</i>
the hearing of the court	Sentence word order + articles x 2: should read <i>a court hearing</i>
The first one relates to	Redundancy: delete <i>one</i>
submission of	Lexis: should read <i>making</i>
one is more general one	Redundancy: delete second <i>one</i>
the stage where payment plan is proposed	Various: should read <i>the proposed payment plan</i>
The third one is related to	Redundancy + verb form: should read <i>The third relates to</i>
without intent for entering into agreement	Various: should read: <i>without intending to enter into an Agreement</i>

**LEGAL MEMORANDUM II**

With respect to the interest and dividends from investments into Lithuanian securities, according to the Law on CIT they would constitute the income from Lithuanian source. However, the Law on CIT states (Item 2 of Part 1 of Art.5) that the interest of foreign entity organised in other EU state, with which double taxation agreement applies, and received not through a permanent establishment, is not subject to CIT. Situation is different with respect to dividends. The general rule is that dividends are taxed with CIT. However, the DTA rules apply.

Please note that although under the Savings Directive income from the sale, refund or redemption of shares or units of UCITS is treated as interest payment, the Law on PIT does not provide for such treatment. Therefore, according to the current practise, which was again verbally confirmed to us, the Tax Authority would most likely treat the income received from sale or redemption of the shares of UCITS not as payment of interests but rather as capital gains and tax it accordingly.

Source: client of author

**Figure 9.** Legal Memorandum II (extracts)

**Table 4.** Sample language analysis from Figure 9

Language sample	Comment
investments into Lithuanian securities	Preposition: error – should be <i>in</i>
they would constitute the income from Lithuanian source	Pronoun error: should be <i>these</i> Article: redundant: delete Number: either <i>sources</i> or <i>a source</i>
the interest of foreign entity	Article: redundant: delete Preposition/article absent: error: should read <i>from a</i>
Organised in other EU state	Lexis: error: should read <i>another</i>
,	Punctuation: error: unnecessary comma
with which double taxation	Article missing: add <i>a</i> before <i>double</i>
Situation is different	Article: missing: should be <i>The situation</i>
Dividends are taxed with CIT	Semantics: error; should read <i>CIT is payable on dividends</i>
units of UCITS	Word order: <i>UCITS units</i>
is treated as interest payment	Article missing: add <i>an</i> before <i>interest</i>
According to the current practise	Article redundant + spelling: should read <i>according to current practice</i>
treat the income received	Article: optional: delete for clarity
the shares of UCITS	Word order: <i>UCITS shares</i>
payment of interests	Grammar: delete final <i>s</i> from <i>interests</i>

**LEGAL MEMORANDUM III**

In case intermediaries (wholesalers) will be involved in trade of fuel products they establish their price by adding a mark-up which may not exceed 20% to the price established by the importer (producer).

According to Decision No. 1215, a retailer must obtain approval from State concern Belneftehim if the price established by the retailer exceeds the retail prices of State concern Belneftehim's. However, it is not required to obtain such approval in case retail prices are lower than those established by State concern Belneftehim. It must be added that procedure and conditions of granting the approval are not provided by legislation... As a result of abovementioned restrictions, currently all retail prices for fuel are similar to those established by State concern Belneftehim.

Source: client of author

**Figure 10.** Legal Memorandum III (extracts)

**Table 5.** Sample language analysis from Figure 10

Language sample	Comment
In case	Grammar: replace <i>in case</i> with <i>if</i>
will be	Grammar: replace <i>will be</i> with <i>are</i>
trade of fuel products	Grammar: replace <i>of</i> with <i>in</i>
may not exceed 20% to the price	Grammar: replace <i>to</i> with <i>of</i>
According to	Lexis: <i>Under</i> shorter
State concern Belneftehim	Style: Add definition for long name often repeated: ( <i>'Belneftehim'</i> )
it is not required to obtain such approval	Semantics: <i>approval is not required</i>
in case	Grammar: replace with <i>if</i>
It must be added that procedure and conditions of granting the approval are not provided by legislation...	Various: should read <i>Note: the procedure and conditions for obtaining approval are not laid down by legislation</i>
abovementioned	Obsolete: delete + replace with <i>these</i>
Currently all retail prices	Grammar: move adverb next after <i>are</i>

**POWER OF ATTORNEY**

Under this Power of Attorney the Agent is granted a right to act on behalf of the Company regarding all and any matters related to economic-commercial activity of the Company and the performance thereof, including but not limited: work relations between Company and its employees, including, but not limited to signing of the employment agreements, preparing and signing of other documents, execution and termination thereof, notices to respective institutions; performing administrative matters of the Company, including, but not limited to managing of Company’s property (including acquisition and/or disposal thereof), acquisition of goods and services on behalf and for the interest of the Company, receipt and signing of the Invoices and other tax documents addressed to the Company, signing of the agreements and other documents; managing official documents of the Company (including but not limited to submission, signing and receipt of statements, applications, clarifications and other documents issued in the name of the Company), as well as managing of financial accountability documents (including, but not limited to submission of financial reports and tax declarations to all competent institutions, as well as signing thereof)

Source: client of author

**Figure 11.** Power of Attorney (extracts)

**Table 6.** Sample language analysis from Figure 11

Language sample	Comment
Under this Power of Attorney the Agent is granted	Word order + verb: should read <i>This Power of Attorney entitles the Agent to</i>
a right to act on behalf of	Redundancy: delete <i>a right</i> Obsolete: replace <i>act on behalf of</i> with <i>represent</i>
regarding all and any	Legal pair + obsolete: one only needed
economic-commercial	Lexis: replace with <i>business</i>
thereof	Redundancy: <i>thereof</i> – delete
including but not limited	Grammar: add <i>to</i> after <i>limited</i>
including, but not limited to	Punctuation: delete comma
signing of the employment agreements	Redundancy: delete <i>of the</i>
preparing and signing of other documents	Redundancy: delete <i>of</i>
execution and termination thereof	Semantics + obsolete: unclear what <i>thereof</i> refers to
notices to respective institutions	Redundancy: delete <i>respective</i>
performing administrative matters of the Company	Redundancy + semantics: simply <i>company administration</i> enough

managing of Company's property	Redundancy: delete <i>of</i>
and/or	Error: vague, misleading: use one or the other or <i>either X or Y or both</i>
disposal thereof	Redundancy: <i>thereof</i> – delete
signing of the Invoices	Redundancy: delete <i>of the</i>
signing of the agreements	Redundancy: delete <i>of the</i>
managing of financial accountability documents	Redundancy: delete <i>of</i>
submission of financial reports to	Nominalization + obsolete: <i>filing financial reports</i> better
signing thereof	Redundancy: <i>thereof</i> – delete

## SITE OPERATION & MAINTENANCE AGREEMENT

by and between

### 17. RISK OF ACCIDENTAL LOSS OR DAMAGE

17.1. The Operator assumes all and any risks of accidental loss or damage of the Site from the moment of the [Launch], including accidental loss or damage of the Equipment, Materials as well as the Production. In case of failure to meet...

### 21. LIABILITY

21.3. In case of failure to meet payment term as indicated in Clause [x], the Owner will pay to the Operator against written request the overdue interest of **0.02%** from the outstanding balance for each delayed day.

## LEGAL MEMORANDUM IV

New shareholders of the company should be exempted from any liability which is caused by the reasons emerged prior to the acquisition of the shares...

### 4.2. Liability of shareholders

Under Belarusian law the liability for wrongful activities of a company may be imposed on:

(i) the company itself; (ii) the management of the company, in case of their faulty actions and (iii) shareholders in case of their faulty actions...

Moreover, part 3 article 56 Civil code and part 3 article 39 Tax code establish a joint liability in case the spin-off balance sheet does not clearly define, which company is a legal successor of the original company with respect to particular rights and obligations.

### 4.5. Tax authority inspection

... During the tax authority's inspection the company's accounting and financial documents are checked, and penalties imposed, in case breaches of law will be disclosed.

### 4.6. Reorganisation procedure

It is to mention, that in case the reorganisation and purchase scheme will be used, the registration of the company will take place at least two times:

### 4.7. Terms

Reorganisation procedure includes steps which may not be waived, such as, inventory of assets and obligations (this may take a lot of time in case of a big company) notification of creditors, etc.

According to the Act on companies the company's creditors have the right to file claims to the company in case of reorganisation within 30 days after notification receipt. Therefore, and taking into account eventual checks through the tax authority, the minimum term of reorganisation procedure will be about 2-3 months...

In case there are creditors who demand execution of contracts, procedure may be dragged out until respective demands/claims will be satisfied.

Source: client of author

**Figure 12.** Site Operation and Maintenance Agreement (extracts)



**Table 7.** Sample language analysis from Figure 12

Language sample	Comment
by and between	Legal pair + obsolete: one only needed
all and any	Legal pair + obsolete: one only needed
damage of the Site	Grammar: preposition: replace <i>of</i> with <i>to</i>
damage of the Equipment	Grammar + redundant article: preposition: replace <i>of</i> with <i>to</i> + delete <i>the</i>
Materials as well as the	Redundancy + inappropriacy: replace <i>as well as</i> with <i>or</i>
In case of failure to meet payment term as	Lexis + absent article: should read ... <i>to meet the payment deadline</i>
the Owner will pay to the Operator	Grammar: preposition: redundancy: delete <i>to</i>
the overdue interest	Semantics: should read <i>interest for late payment</i>
of 0.02% from the outstanding balance	Grammar: preposition: replace <i>from</i> with <i>of</i>
for each delayed day	Semantics: should read <i>for every day of delay</i>
any liability	Redundancy: delete <i>any</i>
which is caused by the reasons emerged prior to the acquisition	Redundancy + various: should read <i>caused by reasons emerging before acquisition</i>
in case of their faulty actions...	Punctuation: redundant: delete comma Semantics: should read <i>in case of fault</i>
establish a joint liability	Article; redundant: delete <i>a</i>
in case the spin-off balance sheet	Grammar: replace <i>in case</i> with <i>if</i>
does not clearly define,	Punctuation: redundant comma: delete
which company is a legal successor	Article: error: replace <i>a</i> with <i>the</i>
penalties imposed, in case breaches of law will be disclosed	Punctuation: redundant comma: delete Grammar: replace <i>in case</i> with <i>if</i>
	Article: absent: add <i>the</i> before <i>law</i> Grammar: replace <i>will be</i> with <i>are</i>
It is to mention, that in case the reorganisation	Redundancy: delete <i>It is to mention</i> Punctuation: redundant comma: delete
	Grammar: replace <i>in case</i> with <i>if</i>
	Article; redundant: delete <i>the</i>

and purchase scheme will be used,	Grammar: replace <i>will be</i> with <i>is</i>
the registration of the company	Article; redundant: delete second <i>the</i>
at least two times	Lexis: replace <i>two times</i> with <i>twice</i>
Reorganisation procedure includes	Article: absent: add <i>the</i> before <i>registration</i>
such as,	Punctuation: redundant comma: delete
this may take a lot of time	Register: use <i>considerable</i> for <i>a lot of</i>
in case of a big company	Article: absent: add <i>the</i> before <i>case</i> Register/style: use <i>bigger</i> for <i>big</i>
notification of creditors, etc.	Imprecise <i>etc.</i> : replace with <i>or</i> . Before <i>notification</i> . Nominalization: replace <i>notification of</i> with <i>notifying</i>
According to the Act on companies	Lexis: <i>Under</i> shorter than <i>According to</i>
the company's creditors have the right to file claims to the company	Lexis: replace <i>have the right to</i> with <i>can</i> Grammar: preposition: use <i>with</i> not <i>to</i>
within 30 days after notification receipt.	Grammar: preposition <i>of</i> missing before <i>receipt</i>
taking into account eventual checks through the tax authority	Lexis: false friend <i>eventual</i> : replace with <i>possible (future)</i> or <i>potential</i>
the minimum term of reorganisation procedure will be	Lexis/word order: should read <i>the minimum time for reorganisation is</i>
In case there are creditors who demand	Grammar: replace <i>in case</i> with <i>if</i> Redundancy; expletive <i>there are</i> : should read <i>If creditors demand</i>
procedure may be dragged out	Article: absent: add <i>the</i> before <i>procedure</i>
until respective demands/claims	Redundancy: delete <i>respective</i>
will be satisfied	Grammar: verb: change <i>will be</i> to <i>are</i>

Aspects of legal English: Introductory twelve-hour seminar and workshop  
 16 - 17 July 2010: Vilnius  
 Evaluation Summary  
 (six evaluations)

1. Generally, the course was

<i>Excellent</i>	<i>Good</i>	<i>Fair/Average</i>	<i>Poor</i>
1	5	-	-

Comments  
 The course was good, interesting and useful  
 Too general, however, useful  
 The introductory part could be shortened and the practical part emphasised

2. The course met my expectations: 1 (not at all)    2    3    4    5 (very much)

			1	5
--	--	--	---	---

3. I would recommend this course to other law professionals wishing to improve their skills in English

1 (not at all)	2	3	4	5 (very much)
		1	4	1

4. What did you like about the course (which elements, sections should remain in the curriculum)?  
 I liked the general introductory part as well as practice and workshop; I think practice and especially the workshop was the most useful part  
 Getting to know something about the background of the language like language and culture; exercises (filling in the words)  
 Workshop  
 Practice and workshop sessions; analysis of specific situations  
 Atmosphere, presentation, lecture  
 Practical work from Saturday should remain; introductory part with culture, history may be interesting for some but not for all – this I would clarify in advance

5. What did you dislike about the course (which elements, sections were not effective and/or should not have been covered at all)?  
 I think the general introductory part, which was very interesting, should be shorter, especially taking into consideration the limited time  
 In general I like the course but I would like to have small introductory part and more practical issues  
 Introductory part not sufficiently specific; lacking summaries of “do’s” and “don’ts”; slow progress  
 Participation of all members of workshop  
 I personally liked the part on Friday on cultural history of English legal language – yet the focus might be shifted even more to practical work (*unreadable*)

6. How do you rate the instructor [name deleted]?

1 (poor)	2	3	4	5 (excellent)
			5	

Comments  
 - I really liked the style, the way the course was presented and that it was done in a very professional manner  
 - Interesting to listen  
 - Excellent explanation skills; easy to understand for non-native speaker  
 - Interpretation of legal documents (act of law)

- Experienced, (*unreadable*), skilled; sometimes losing focus but always coming back on track

7. What topic areas/activities should be covered in more detail or developed further? Please explain:

- I think more attention could be paid to practical part, especially common mistakes, do's and don'ts if they can be called like that

- Rephrasing; practical work

- This was a general course. It would be good to have a seminar on a particular issue (i.e. drafting legal opinion) next time

- More attention to specific structures/words, (*unreadable*), (*unreadable*), argumentation-

- The group might be split up into working groups allowing team work-

8. How do you evaluate course materials/handouts?

1 (poor) 2 3 4 5 (excellent)

2 4

Comments

- More examples would be nice; (*unreadable*) summary would be useful

- Panels have to work more with material

- Might be worth (*unreadable*) some (*unreadable*); when the group contains less experienced participants it might be good to give more time to study material/texts

Source: author

**Figure 13.** Course Evaluation: Aspect of Legal English