**Text analysis: Initial interview with a client**

In the previous dialogue, the attorney conducts a successful interview with a client. In such an interview, the primary aims of a lawyer are to establish a good working relationship, to ascertain the facts of the case, and to develop a theory of the legal issues involved. These objectives can best be achieved through an awareness of the stages of a client interview and the effective use of questions.

**Complete** the spaces (1-5) in the table using these stages in a client interview (a-e).

**a** Establishing facts and chronology of events

**b** Concluding the interview

**c** Getting an overview of the case

**d** Identifying issues, developing and supporting a theory

**e** Introduction

TEXT ANALYSIS (See table on the next page)

**Language focus.**

**1.Vocabulary: distinguishing meaning**

Which word in each group is the odd one out?

1. Rely repudiate refuse reject
2. mitigate lessen relieve intensify
3. damages compensation injury reparation
4. option occasion choice alternative
5. reluctant curious hesitant unwilling

2. **Language use:** Complete the sentences below using the following verb phrases. In some cases, there is more than one correct answer

are hesitant to, ruled that, dismissed, finding that, held that, rejected

1. Courts ………………….. uphold restraints on trade.
2. The Court………………punitive damages can be awarded in a contract case.
3. The Court ……………plaintiffs' claims that the disclosure constituted a breach of the parties' agreement, as reflected in the privacy policy the company posted on its website, not to disclose such personal information,…………………. the posting of such a policy did not create an enforceable agreement between the parties.

3. **Word formation** Complete this table by filling in the correct verb or abstract noun form.

|  |  |
| --- | --- |
| **Verb** | **Abstract noun** |
|  | Remedy |
|  | Breach |
| Intend |  |
|  | Reliance |
| Violate |  |
|  | Enforcement |
| Reverse |  |
| Anticipate |  |
|  | Computation |
| Perform |  |

4.**Collocations with damages and a clause**

**1** Match the verb-noun collocations (1-9) with their synonyms (a-i).

**verb + damages**

1 *incur* damages a. agree on

2 *stipulate* damages b. get back

3 *ascertain* damages c. bring on

4 *recover* damages d. expect

5 *anticipate* damages e. determine

**verb + a clause**

6 *insert* a clause f. disapply

7 *sever* a clause g. put into effect

8 *draft* a clause h. add

9 *enforce* a clause i. write

5. **Collocations with damages and a clause 2** The following verbs commonly collocate with either *damages* or *a clause*. Match the verbs with the correct noun.

1 damages:

2 a clause:

Award, perform, claim, seek, collect, strike, contain, sue for, exclude, violate, interpret, mitigate

**6 Vocabulary: word choice** Choose the correct word or phrase to complete each sentence in this clause

Contractor understands and acknowledges that time shall be **1) on/ of/in** the essence of this contract and agrees that the damages that may **2) cause/ result from/ bring about** any delay in finishing the work or parts **3) thereby /thereof/therein** will be difficult, if not impossible, to **4) change/ avoid/ ascertain**. Thus, Contractor agrees that if the work and all parts thereof are not completed **5) in/at/on** or before the dates stipulated for completion thereof, as extended in the manner specified **6) herein/hereof/ hereafter**, Contractor **7) shall /may /should** pay to owner the amount stated on the cover sheet for each calendar day in which the work or any portion thereof remains uncompleted after such completion date as so extended.

**7 Vocabulary**: adjective plus noun

Look at the following adjective-noun combinations (1--6). Match each of the adjectives (in italics) with its synonym (a-f).

1.*instant* case a. profitable

2.*contractual* obligation b. in the agreement

3. *unqualified* refusal c. useless

4. *futile* preparations d. sound

5. *lucrative* prospects e. present

6. *solid* grounds f. not limited or restricted

**8.Word formation** Read this text about remedies for breach of contract. Use the words in the box to the right of the text to form one word that fits in the same numbered gaps in the text.

|  |  |
| --- | --- |
| A breach of contract results from the 1)………………………….of one of the contracting parties to perform a duty 2)…………………………by the contract. The terms of a contract can be divided into different categories.  For example, the terms can be conditions or warranties, which can either be 3)……………………………stated or implied in the contract. A condition is fundamental to a contract; 4)……………………a condition allows the non-breaching party to terminate the contract by 5)…………………….it and to claim damages. Breaching a warranty only allows a claim for damages and does not lead to the 6)………………….of the contract. | 1. FAIL  2.SPECIFY  3.EXPRESS  4.BREACH  5.REPUDIATE  6.TERMINATE |

**Exercise** 1.

Read the following extract from a legal opinion. For each question 1-7, choose the best word to fill each gap from A, B. C or D.

Our opinions and advice (1)…………………. out below are based upon your account of the circumstances giving rise to this dispute, a summary of which is as follows. The vendor of the above property is threatening to (2)…………………… proceedings against you to (3)………………… the contract for sale, which you have refused to complete because you take the view that the contract released you from any personal liability. You stated that Mr Little was made (4)………………… aware of the fact that Goodwright Tools Ltd was in the process of being formed on the date of signing the contract and the contract contains provisions evincing that.

The contract for sale is a standard form agreement (5)……………….. by the Law Society of England and Wales, and the only section which is relevant for present (6)…………………. is Section 8 which (7)……………….. that "any and all agreements, covenants, and warranties shall be construed as being made with the company provided that the incorporation thereof is completed on or before (the completion date).

1 A. done B. set C. kept D. put

2 A submit B. terminate C. commence D. register

3. A. obstruct B. remit C. enforce D. amend

4. A. subsequently B. obviously C. widely D. expressly

5. A allotted B. approved C. remanded D. concluded

6. A purposes B. situations C. points D. questions

7. A claims B. suggests C. indicates D. provides

**Exercise 2.**

Read the following extract from a rental contract. For each question 7-12, choose the best word to fill each gap from A, B, C or D below.

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. All prior agreements and covenants, express or (7)……………………, oral or written, with respect to the subject matter hereof, are hereby (8)…………………………….. by this agreement. This is an integrated agreement

If any provision of this Agreement is (9)……………………….to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and (10)……………………… .

This Agreement shall be (11) …………………………….and enforced under the laws of the State of California. This Agreement is intended by the (12) ……………………..to comply with all applicable state law governing the rights and duties of landlords and tenants.

7. A explicit B. suggested C. suspended D. inferred

8 A terminated B. superseded C. amended D. followed

9. A stipulated B. contended C. disputed D. deemed

10 A intent B. application C. effect D. function

11 A imposed B. construed C. considered D. conducted

12 A Parties B. Lessees C. Bodies D. Legislators

Exercise 3.

Read the following extract from Article 81 of the EC Treaty taken from the website of the European Commission. For each question 1-7, use the words in the box to the right of the text to form one word that fits in the same numbered gap in the text. Write the new word in CAPITAL LETTERS in the gap

|  |  |
| --- | --- |
| 1 The following shall be prohibited as (1)…………………… with the common market: all agreements between undertakings, decisions by associations of undertakings etc. which may affect trade between Member States and which have as their object or effect the prevention, (2)………………….. or distortion of competition within the common market, and (3)………………. those which:  (a) directly or indirectly fix purchase or selling prices or any other trading conditions;  (b) limit or control production, markets, technical development or investment;  (c) share markets or sources of supply;  (d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a (4)……………………… disadvantage;  (e) make the conclusion of contracts subject to (5)……………………. by the other parties of (6)………………………….. obligations which, by their nature or according to (7) …………………………. usage, have no connection with the subject of such contracts. | 1.COMPATIBLE  2.RESTRICT  3.SPECIFIC  4.COMPETE  5.ACCEPT  6.SUPPLEMENT  7.COMMERCE |