

## English for Contract and Company law, 2<sup>nd</sup> ed.

**Marcella Chartrand, Catherine Millar and Edward Wiltshire**

London, Published by Sweet & Maxwell, 2003. 208 + vii pages.

ISBN: 0421 79870 X.

In the preface the authors clearly state that this is a teaching book which was born as an attempt to provide suitable materials for both University law undergraduates in a non-English speaking context and lawyers throughout the world who need to learn English for professional purposes. In other words, this book targets students of both Academic and Professional English, a tall order as this review intends to show.

After a brief introduction, the book is divided into two sections, *English for Contract Law* and *English for Company Law*. Each section, which is structured into an introduction and three chapters, is designed to provide material for approximately 50 hours of class contact. In addition, the book also offers some description of cases, a glossary of legal terms, a key and a subject matter index. Although the book was published in the year 2003, design features such as illustrations, tables, drawings, etc., are absent from its pages. Only a handful of crosswords remind us that we are working with a very recently published teaching book.

Over the last three decades publications in the field of English for Specific Purposes have been numerous. Most of them, however, have been devoted to teaching Business English. Although this book has come onto the market to teach English for Contract and Company Law –two areas where the use of English is increasing as a consequence of globalisation– it also offers texts which may be used by students of Business English

Upon examining the materials provided the authors rest on metaphors to indicate that both contracts and companies are born, live and die. Regarding contracts, the Introduction defines contract law as ‘a branch of civil law which indicates to us when a promise is legally binding’ (p. 5). Chapter One focuses on the birth of a contract. This chapter is divided into three parts: Part A classifies contracts; Part B analyses the elements of a contract; Part C comments some leading cases. Chapter Two is devoted to studying the terms of a contract, the clauses in a contract, the types of agreement

and European Law, and some examples. Chapter Three deals with the death of a contract examining the discharge of a contract and remedies for Breach of Contract. In a similar vein, the second part focuses on companies: how they are born, live and die. The book employs an interactive methodology, which incorporates exercises such as crosswords, blank-filling, reading comprehension, discussion texts, note-taking, multiple choice, etc. It also emphasises the importance of grammar –particularly some key elements of formal English such as Latin borrowings, nominalizations, formal markers, etc.–, and terminology illustrating the precise meanings of some terms and semi-terms which are disambiguated in terms of tenor –for example, *undertake* is more formal than *to promise* or *to agree to do something*–, grammar –for example *to refrain/abstain from* has a reflexive meaning–, and register –for example, *forbearance* in legal English means ‘deliberately choosing not to claim for a debt’–. In general, the book concentrates on reception, emphasising written and reading tasks, pushing production skills such as speaking and listening into the background.

Reading tasks focus on technical texts and aim at clarifying concepts, basically by disambiguating terms, or matching terms and definitions. For example, on page 13 we are explained that the term *consideration* is used for the price and hence it usually collocates with *valuable*. Hence, whereas in general English *consideration* is a synonym of ‘thought’ or ‘deliberation’, in English for Contract it is held that *valuable consideration* ‘may consist either in some right, interest, profit, or benefit accruing to the one party, or some forbearance, detriment, loss, or responsibility given, suffered, or undertaken by the other.’ Writing tasks typically ask students to summarise, either by asking them to explain differences between concepts, types of agreements, or law systems. For example, on page 22, students must write a definition of *vitiating factors* and discuss their effects under their country’s law. Speaking tasks concentrate on discussion texts, whose adequacy is sometimes open to question, since they seem to depend on the existence of differences between the students’ legal systems. For example, on page 44, students are asked to discuss ‘with a partner how the law regulates exclusion clauses in your country.’ Finally, listening tasks are absent: tape scripts, cassettes, CDs, etc., are not teaching materials for this book, something which should be corrected in the future.

Three more differentiating features of this book merit a commentary. Firstly, grammar lexis is given a prominent role: there are many exercises devoted to filling

in the grid with the correct form of verbs and nouns, to disambiguating compound adverbs/prepositions –typically *hereunder*, *hereof*, *hereinafter*, *hereafter*, etc.–, to discourse markers –for example, decide if expressions such as *because*, *due to*, *as a consequence*, *hence*, etc. introduce a cause or a result–, to finding synonyms and antonyms, etc. Secondly, some of the texts may be also used by students of Business English. Thus, the section on *Company Law* covers typical Business texts such as ‘consolidated profit and loss accounts’ (pp. 112-113), commercial correspondence (p. 80), types of companies, etc. Thirdly, some of the exercises smack of grammar translation methodology, something which may be explained because two of the authors teach in Spain and, unfortunately, many Spanish students are more familiar with grammar translation than with communicative and/or interactive methodologies. For example, on page 89, students are asked to finish sentences in the most appropriate way. They, however, are not guided and are not explained what the task aims at.

In short, our editorial market sees a new book on teaching English legal language. The authors admit that by focusing on English legal language rather than English law, the text has a wide appeal, and will be of interest to both law and business students, together with legal practitioners throughout the world. Although I basically agree with this opinion, I doubt that Law and/or Business Spanish students can cope with such a book, especially because it will force them to have a working knowledge of their future professions.

**Reviewed by Pedro A. Fuertes Olivera**

Universidad de Valladolid, Spain

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