

UNIVERSITAS KRISTEN WIRA WACANA SUMBA

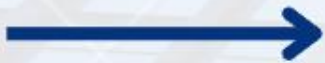
WEEK 6

UNDERSTANDING CONTRACT

LECTURER

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ENGLISH FOR LAW



Review

There are four elements of contract. These elements are:

1. Offer (Penawaran)
2. Acceptance (Penerimaan)
3. Consideration (Sesuatu yang bernilai)
4. Intention (Niat atau maksud)

Offeror and offeree

In legal contract, people who make and receive the offer as follow:

- *Offeror* is the person who makes an offer to other parties.
- Offeree is the person who receives the offer from other parties.

Offeror adalah pihak yang melakukan penawaran.

Offeree adalah pihak yang menerima penawaran.

Vocabulary

comply with

mematuhi aturan

under duress

dibawah paksaan

deed

dokumen hukum

discharged

kontrak dipenuhi

void

batal

drugs

obat-obatan

end

akhir

breach

pelanggaran

enforceable

dipaksakan

rule

aturan

agreement

persetujuan

obligation

kewajiban

**capacity to
contract**

**kapasitas membuat
kontrak**

drunk

mabuk

written contract

kontrak tertulis

sue

menuntut

consent

sukarela

voluntarily

tanpa paksaan

oral contract

kontrak lisan

defendant

terdakwa

Understanding contract

According to Catherine & Atkins (2016) in most countries, lawyers use legal contract with unusual and different language from general language that some people do not understand it. Understanding language contract is very important.

What are they?

Understanding formal expression

Lawyers usually use formal expressions when they want to draft contract. Examples of formal expressions are:

- "during such time as" means while (selama)
- "in the event of of" means until (hingga)
- "not less than" means at least (paling tidak)
- "in the near future" means soon (segera)
- "due to the fact that" means because (karena)

Understanding technical words

Lawyers also use some technical words to draft contract. Examples of technical words are:

- “invoice” means receipt (bukti pembayaran)
- ”defective” means damaged (rusak)
- “expiration” means end date (batas waktu)
- “give notice” means inform (memberitahu)
- “incur” means suffer (menderita)

Understanding archaic terms

Lawyers also use some archaic terms to draft contract. The archaic term is very old term. Examples of archaic terms are:

- “hereby” means thus (dengan demikian)
- ”herein” means here (berikut ini)
- “hereinafter” means from now on (dari sekarang)
- “hereunder” means below (dibawah ini)
- “thereon” means accordingly (sesuai dengan)

Exercise

Choose the correct word from formal legal contract

1. I _____ accept their offer.
2. We will return some the computers because they are _____. Some of the computers did not work properly when we installed them.
3. The price named _____ is final and non-negotiable.
4. _____ there was fire at the premises of Gedung Pertemuan Ltd, we cannot hold our meeting there next month.
5. The _____ states that they must pay the goods within 15 days of delivery.
6. We cannot employ anymore people _____, as there is no more jobs in the company.

Answer

1. I **hereby** accept their offer.
2. We will return some of the computers because they are **defective**. Some of the computers did not work properly when we installed them.
3. The price named **herein** is final and non-negotiable.
4. **Due to the fact** there was fire at the premises of Gedung Pertemuan Ltd, we cannot hold our meeting there next month.
5. The **invoice** states that they must pay the goods within 15 days of delivery.
6. We cannot employ anymore people **in the near future**, as there is no more jobs in the company.

Key vocabulary

Before reading

long sentence (kalimat panjang)	difficult (sulit)	formal words (kata-kata formal)	passive voice (kalimat pasif)
punctuation (tanda baca)	different order (urutan berbeda)	interpret (mengartikan)	style of writing (teknik penulisan)
unusual structure (struktur yang tidak umum)	verbs, nouns, adjectives (kata-kata kerja, benda, sifat)	clear definition (definisi yang jelas)	plain english (bahasa inggris sederhana)
general english (bahasa inggris umum)	synonyms (sinonim-sinonim)	different ways (cara-cara yang berbeda)	understandable (dapat dimengerti)
old-fashioned (kuno/klasik)	misinterpretation (kesalahpahaman)	legalese (bahasa hukum)	contain (berisi)

Reading

Here is a list of what makes the language legal contracts in most countries different normal language.

- Lawyers use very long sentences when they draft contracts. A typical sentence in a contract can be 100 words or more. Often these very long sentences have no punctuation. This sometimes makes it difficult to understand what sentences mean.
- Sentences in contract have an unusual structure. Sometimes legal writing does not use words in the same way of general language. Sometimes verbs, nouns, and adjectives are put in a sentence in a different order from normal. Contracts contain words that people do not use any more because they are so old-fashioned.

Cont....

- Lawyers use long lists of synonyms in contracts. This is because when a lawyer drafts a contract, she or she thinks that a judge will interpret the contract if there is a dispute. Lawyers use lists of synonyms to make sure that there is no possibility of misinterpretation.
- Lawyers like to use the passive voice. The passive is more difficult than the active. Lawyers also use contract that contain technical words as part of the language of law.

All these things produce style of writing that is very unusual, even to a native language speaker. Some people say the contract is not real language but a language for lawyers, called “legalese”. There is a movement in England that lawyers are now encouraged to write in a more understandable and modern English style called “plain English”.

(Catherine, Mason, 2016, p. 193).

Question

1. How long does a typical sentence written in law of contracts?
2. Why is it difficult to understand the sentences in law contracts?
3. Do lawyers use words in the same way of general language when they draft the contracts?
4. Why do lawyers use long lists of synonyms law contracts?
5. What is the name of a style of writing for lawyers?
6. What is the movement in England related to law contracts?

Answer

1. How long does a typical sentence written in law of contracts?

- 100 words or more.

“Lawyers use very long sentences when they draft contracts. A typical sentence in a contract can be **100 words** or more.”

Answer

2. Why is it difficult to understand the sentences in law contracts?

- Because the contract use very long sentences and the sentences have no punctuation.

“**Lawyers use very long sentences** when they draft contracts. A typical sentence in a contract can be 100 words or more. Often **these very long sentences have no punctuation**. This sometimes makes it difficult to understand what sentences mean”

3. Do lawyers use words in the same way of general language when they draft the contracts?

- No, they don't. The lawyers use different words from general language.

“Sentences in contract have an unusual structure. **Sometimes legal writing does not use words in the same way of general language.** ...Contracts contain words that people do not use any more because **they are so old-fashioned**”.

Cont....

4. Why do lawyers use long lists of synonyms law contracts?

- Because a judge will interpret the contract and also the lawyers want to make sure that there is no possibility of misinterpretation.

“...when a lawyer drafts a contract, she or she thinks that a judge **will interpret the contract** if there is a dispute... to make sure that there is **no possibility of misinterpretation**”.

Cont....

5. What is the name of a style of writing for lawyers?

- It is called legalese

“All these things produce style of writing that is very unusual... the contract is not real language but a language for lawyers, called **legalese.**”

Cont....

6. What is the movement about in England related to law contracts?

- It is about to write understandable and modern English style called “plain English”.

“There is a movement in England that lawyers are now encouraged to write **in a more understandable and modern English** style called “**plain English**”.

Exercise

Choose a word or phrase from the key vocabulary

1. The contract has _____. I will read it carefully before I sign it.
2. I will ask my lawyer to explain the contract because it is _____ to understand what the sentences in the contract mean.
3. The language of law contract is not the same way of _____
4. As a lawyer, I usually use long lists of _____ in contract to avoid misinterpretation.
5. The contract contains _____ than active voice.
6. I like this _____ contract because it is more modern and understandable.

Answer

1. The contract has **long sentences**. I will read it carefully before I sign it.
2. I will ask my lawyer to explain the contract because it is **difficult** to understand what the sentences in the contract mean.
3. The language of law contract is not the same way of **general language**.
4. As a lawyer, I usually use long lists of **synonyms** in contract to avoid misinterpretation.
5. The contract contains of **passive voice** than active voice.
6. I like this **plain English** contract because it is more modern and understandable.

Exercise

Match the difficult words or phrases of contract with the definitions

- | | |
|--------------------|--|
| 1. in the event of | a. amount or level |
| 2. terminated | b. payment for something that is lost or damaged |
| 3. forthwith | c. an area land |
| 4. extent | d. ended |
| 5. territory | e. immediately |
| 6. entitled to | f. the method or way of doing something |
| 7. compensation | g. if something happens |
| 8. manner | h. have the right to do something |

Answer

1. in the event of : **if something happens**
2. terminated : **ended**
3. forthwith : **immediately**
4. extent : **extent**
5. territory : **an area of land**
6. entitled to : **have the right to do something**
7. compensation : **payment for something that is lost or damaged**
8. manner : **the method or way of doing something**

Exercise

The following examples of extracts are from contracts. You can use the previous exercise to match with the explanation.

1. The company shall allow the Distributor to have full and complete control over the manner and the extent of the exploitation and advertisement of the Product in the Territory.
2. In the event of death of the Supplier the rights and obligations under this Agreement shall be terminated forthwith.
3. In the event that any property of the Contractor is lost or damaged in the course of the transportation the Contractor shall be entitled to compensation from the Company.

Explanation

- a. “ You will have complete control of the advertising of the product in the area of the world that we agreed”.
- b. ”If you die then this contract will end immediately”.
- c. “If any of your property is lost or damaged on the journey then the company will pay for it”.

Answer

1. The company shall allow the Distributor to have full and complete control over the manner and the extent of the exploitation and advertisement of the Product in the Territory.
 - “You will have complete control of the advertising of the product in the area of the world that we agreed”.
2. In the event of death of the Supplier the rights and obligations under this Agreement shall be terminated forthwith.
 - ”If you die then this contract will end immediately”.
3. In the event that any property of the Contractor is lost or damaged in the course of the transportation the Contractor shall be entitled to compensation from the Company.
 - “If any of your property is lost or damaged on the journey then the company will pay for it”.

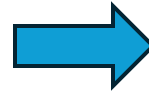
Exercise

Translate these sentences into Indonesian

1. "We hereby accept the offer".
2. "This agreement shall be terminated forthwith".
3. "The terms and conditions are listed hereunder".
4. "My client signed the contract and thereby entered into a binding agreement".
5. "The meeting cannot take place in the near future."
6. "The Company shall be entitled to compensation from the Distributor".

Answer

1. We hereby accept the offer.



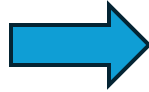
1. Kami dengan ini menerima penawaran tersebut.

2. This agreement shall be terminated forthwith.



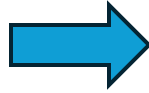
2. Perjanjian ini akan dihentikan segera.

3. The terms and conditions are listed hereunder.



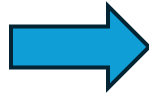
3. Syarat dan ketentuan tercantum dibawah ini.

4. My client signed the contract and thereby entered into a binding agreement.



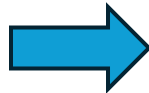
4. Klien saya menandatangani kontrak dan dengan demikian terikat pada perjanjian.

5. The meeting cannot take place in the near future.



5. Pertemuan tidak dapat dilaksanakan dalam waktu dekat.

6. The Company shall be entitled to compensation from the Distributor.



6. Perusahaan berhak menerima kompensasi dari distributor.

Review

Understanding contract

- Lawyers use legal contract with unusual and different language from general language that some people do not understand it. Understanding language contract is very important.
- Understanding formal expression e.g. in the near future /dalam waktu dekat)
- Understanding technical words e.g. defective /rusak
- Understanding archaic terms e.g. hereby / dengan demikian

Cont....

Learning difficult words or phrases from extract of contracts. For example:

- “In the event of death of the Supplier the rights and obligations under this Agreement shall be terminated forthwith”. In general language, it means “If you die then this contract will end immediately”.

Reference

1. Catherine, Mason. (2016). *The Lawyer's English Language Teaching Coursebook* (2nd ed.). Global Legal English LTD.

Terima kasih