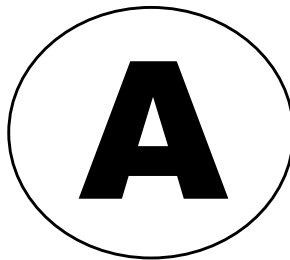




CAMBRIDGE
LAW STUDIO

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Legal Vocabulary Workbook 2024



A

ABIDE BY: to obey a rule or an order, or to **accept a legal decision**. Parties to arbitration agree to ‘abide by’ the arbitrator’s decision.

ABOVEMENTIONED: ‘**already mentioned in this document**’, or ‘recently mentioned’. ‘Abovementioned’ has a very similar meaning to words such as ‘aforementioned’, ‘aforesaid’, ‘said’, and ‘such’ in written contracts. Modern **drafting advice** in the UK and the USA is to avoid using these words, if possible, as they are ‘archaic’. If it is not possible to completely avoid them, then current ‘best practice’ advice to lawyers is to try and limit the use of archaic words in a modern contract. Most law firms in the UK and the USA issue a **contract drafting guide** to their employees, and most guides now recommend deleting these words from contract templates.

ABSENT/ABSENCE: the non-appearance of one of the parties to litigation on the day of the hearing or trial. In other words, one of the parties to a court case **has not shown up** in court. In employment law, ‘absent’ means that an employee is not in the place that they should be, for example, because they are ill. An employer has the right to take action if an employee has too many ‘**unexplained absences**’. An ‘absence’ is one single period of time during which someone is absent.

ABSOLUTE PRIVILEGE: a defence against a claim of **defamation**. If a statement that would normally be regarded as a **defamatory** (untrue and harmful to someone’s reputation) is made in Parliament, the Member of Parliament who made the statement can use the defence of ‘absolute privilege’ to avoid legal action. Making the statement in Parliament gives them a special **type of protection** that does not exist outside.

ABSOLUTE TITLE: a guarantee from **the state** that the owner of a piece of land is the ‘absolute’ owner and that no-one else has a **better legal claim** to that land. The seller of a piece of land can therefore state that they have ‘absolute title’, which removes a big risk for the buyer.

ABSTAIN/ABSTENTION: to **refrain from** doing something; not to do it, especially not voting. At a company meeting, the result of a vote may include a number of ‘abstentions’ because some of the people present **decided not to vote** either for or against something. They decided to ‘abstain’.

ACCEPTANCE: one of the required elements in the formation of a contract, where one party **agrees to what is being offered** by the other party. The acceptance must be on the same terms as the offer, it must be given without any conditions, it must be made while the offer is still ‘in force’, and it must be communicated to the offeror.

ACCOUNT: in litigation, a remedy that a court can order where there is a legal dispute about money. The court can order one party ‘to account’ to the other, meaning to provide **all necessary information**, about money that they already have, or money that is due to be paid to them in the future. In these cases, the court issues ‘an Order to Account’.

ACCOUNTANT: someone whose job it is to keep or check the financial records of a business, and advise businesses and individuals on **how much tax** they have to pay on their income.

ACCOUNTING PERIOD: the period of time for which a company or other type of business **produces its financial accounts**. In the UK, a company will have to pay corporation tax on any profits it makes during a specific accounting period. A **year** is a normal accounting period for a company. When purchasing a business of any kind, it is normal to look at previous accounts, such as ‘five years’ accounts’. Within a commercial contract, ‘accounting period’ can mean a **clearly defined period of time** during which one of the parties will provide financial information to the other. It may be defined as a year, but it may just be several weeks or months in the context of a private agreement.

ACCRUE/ACCRUAL: to accumulate or build up over a period of time. ‘Accrue’ is used to describe **interest accumulating on a debt**, or conversely, interest accumulating on money saved in a bank account. An ‘accrual’ is the sum that has built up over that time, for example, ‘an accrual of £2,000 in interest on a debt’. In employment law, certain types of an employee’s rights can **accrue over time**, such as the right to take paid holiday. The employee ‘accrues’ a certain number of days or weeks of holiday rights if they have not used that right over a certain period of time.

ACKNOWLEDGEMENT OF SERVICE: a document that is part of the process of **civil litigation**. When a claimant starts a claim with the civil court, for example, a claim for non-payment of an invoice, they must complete a Claim Form. The defendant will be **served with that claim**, usually at their home or business address. When the defendant is served with the claim, they have 14 days to respond. However, if the defendant files an ‘Acknowledgement of Service’ form with the court, it gives the defendant **extra time to respond** to the claim, extending the original 14 days to 28 days.

ACQUISITION: the process of one company, known as the ‘acquirer’, buying **most or all of the shares** in another company, known as the ‘target’, to take control of the target company’s assets and business operations. There are a number of reasons why one company would decide ‘to acquire’ another. One of these reasons is growth of the company by **developing into new geographical territories**. For example, Spanish bank ‘Banco Santander’ decided to acquire other banks in South America, where it already had good cultural and economic links. This Spanish bank eventually became the largest private banking entity in Argentina. Other reasons for an acquisition are to grow the existing business, or to **acquire new technology**, for example.

ACT FOR/ACT ON BEHALF OF: to **represent someone** in court because that person has instructed you to do so. Solicitors and barristers ‘act for’ or ‘act on behalf of’ their clients in court.

ACT OF GOD: an **unforeseeable event** that happens due to natural causes, such as floods, an earthquake, or a bad storm. The natural event has consequences that are so serious and severe that no-one could have reasonably predicted the effect this would have on normal business operations. ‘Act of God’ can be used as a defence to a breach of contract claim, but in reality, **this defence is rarely successful**.

ACT OF PARLIAMENT: a law passed by Parliament as opposed to a new piece of case law. Acts of Parliament are a major source of **codified law** in the UK, although **the UK has no single civil code**. A proposed new Act of Parliament is called a ‘Bill’. The House of Commons and the House of Lords debate the content of the Bill, and then vote on whether or

not to allow the Bill to become new law as an Act of Parliament. If they vote in favour, once the King has formally agreed to the new Act, which happens automatically, the law will 'come into force'. Acts of Parliament are one of the main sources of UK law, along with the common law, retained EU law, and international human rights law.

ACTIONABLE: a description of an event that results in a right to take legal action. For example, if a party to a contract does not fulfil its obligations, then that would be an 'actionable' event. The injured party would have the **right to start legal action**. A court will sometimes reject a civil claim because it is brought on grounds that are not 'actionable'.

ADDENDUM: an additional document that **adds something** to an original contract. It does not usually change anything in the original contract, it just adds extra information. This could be adding detail, such as adding a precise list of the goods that are to be bought and sold under a contract.

ADDUCE: to introduce something as **evidence** in a court case. Sometimes the permission of the court is needed in order to 'adduce evidence', for example, permission to adduce the evidence of an **expert witness**, such as a building surveyor or a medical expert.

ADJOURN/ADJOURNMENT: to stop a meeting or a court hearing for a **break**, or to **postpone** a legal hearing until another date in the future. An adjournment is the precise period of time for which the court adjourns, such as 'an adjournment of one hour.'

ADMINISTRATION: a process that a business goes through, either voluntarily or compulsorily, when it is **in financial difficulty**. When a business goes into administration, it means it is under the control of a trustee, known as an administrator, who must act in the interests of **the creditors** of the business. This does not necessarily mean closing down or selling the assets of the business, as administration also includes the possibility of rescuing the business as a 'going concern', meaning the administrator decides on how it can potentially continue as a functioning business.

ADMINISTRATIVE LAW: the area of public law that sets out the duties of public authorities and governs the way in which they exercise their power. One of the main functions of administrative law is the process of **judicial review**. This is a type of court proceeding in which a judge reviews the **lawfulness of a decision** made or an action taken by a public body.

ADMINISTRATIVE WORK/DUTIES: administrative work, or 'admin work' as it is often known, is the office work carried out by secretaries and managers in support of a business. Administrative duties are connected with the '**paperwork**' of a business rather than the main activity that the business is concerned with.

ADMIRALTY COURT: the court that hears 'maritime' cases or 'law of the sea' cases. The Admiralty Court will hear, for example, disputes over **collisions between ships** at sea or disputes about **cargo**. The Admiralty Court can hear both civil and criminal cases. This court is part of the High Court.

ADMIT A CLAIM: to state that the details of a claim are true. A defendant can admit a claim 'in full' or 'in part'. This is an admission by the defendant that they are completely or partly **liable for the claim**.

ADVANCE: a) to give someone money **before** they should receive it, such as part of their salary, meaning to ‘advance’ the payment; b) the name given to the money itself ‘an advance’; c) the name given to the money **paid as a loan** under a loan agreement ‘the advance’.

ADVERSARIAL: a description of the nature of the British and American litigation systems. In law, ‘adversarial’ describes the system of litigation in which two lawyers or two legal teams present their cases before a judge and possibly a jury. Under the adversarial system the **lawyers control how evidence is presented** to the court and question the witnesses of the other party. In this system a judge’s role is to be **neutral** and to **guide the jury** on the law. The judge does not have an investigative role.

ADVERSE MATERIAL BREACH: a breach of contract that is so significant that it usually leads to the right of the injured party to **terminate** the agreement. It is sometimes called a ‘**repudiation**’ of the contract. Under English law, a less significant or ‘minor’ breach will usually give the injured party the right to claim damages (financial compensation), but will not give the right to terminate the agreement in the way that an adverse material breach does.

ADVERSE POSSESSION: the occupation of land or a building that is owned by another with the intention of taking **permanent possession** of it. A person who is an ‘adverse possessor’ is sometimes referred to as a ‘squatter’. In some cases, a squatter who manages to keep possession of a piece of land or a building for 12 years or more can ‘**extinguish the title** of the paper owner’. This means that the squatter takes legal ownership from the original owner.

ADVOCATE/ADVOCACY: a person who speaks on behalf of another. Legal advocacy is when lawyers, either barristers or solicitors, represent their client in a court or at a tribunal. This includes sending a **written summary** of the client’s case to the court as well as **presenting the case** during the actual trial or hearing. In English law, ‘advocate’ is most often used as an alternative word for a barrister.

AFFIDAVIT: a written statement of evidence. Affidavits are mainly used when a lawyer is making an application to a court for something the lawyer requires, such as an application to freeze the assets of one of the parties to a dispute. The affidavit is a **sworn statement of truth** that provides the court with evidence as to why the court should grant the application.

AGE DISCRIMINATION: to treat a person differently, usually meaning less favourably than other people, because of that person’s age. Employers must not discriminate against older or younger people, either at **the recruitment stage**, the formal **interview** stage, or once that person has started work. In many circumstances it is not legal for an employer to advertise for employees of a particular age, and even using words such as ‘energetic staff required’ has been interpreted as discriminating against older people.

AGGREGATE: total. In some written contracts, the word ‘aggregate’ is used to mean the **total** number of something.

ALL ENGLAND LAW REPORTS: a series of books, also available online, containing **judgments on decided court cases** in England and Wales. The ‘All England Law Reports’ were first published in 1936, and are commercially produced as an alternative to the official reports, which are issued by the courts. The reports are a useful reference resource for

lawyers, as they can be easier to read than the official reports and contain details of any important **recent cases** or **changes** to the law.

ALLEGATION: a statement that something has happened. It is similar to an accusation, but in **civil law situations**, such as in company or contract disputes, the word ‘allegation’ is preferred to ‘accusation’, which is more associated with criminal law. To make an allegation against someone means to state that that person has **done something negative** in nature.

ALLEGE: to state that something has happened, or that something is true, even though it may not yet have been proven. ‘Allege’ has a very similar meaning to ‘**accuse**’.

ALLOCATION: the process in civil litigation where a decision is made about how a particular case will **proceed through** the courts. The decision concerns which of three available ‘**tracks**’ (routes) a case will be given or ‘allocated’ to. In the English courts, a case can be allocated to the ‘small claims track’, the ‘fast track’, or the ‘multi-track’ depending on the circumstances and **the amount being claimed** by the claimant. Most cases are allocated to the ‘fast track’, which is for cases with a value of not more than £25,000, and which are not likely to take more than **one day** in court.

ALLOCATION FEE: the sum of money a claimant in a court case has to pay to have their claim **allocated to the correct track**. When the claimant starts a claim, they must complete a document called an Allocation Questionnaire and pay the allocation fee.

ALLOTMENT: a method of receiving previously unissued shares in a limited company by paying for them with cash or some other type of capital. An allotment often happens when a private limited company or a previously state-owned business is ‘floated’ as **a new public limited company** and individuals and businesses apply to purchase the new shares. The new public company sends out a ‘**letter of allotment**’ to these applicants stating how many shares they have been ‘allotted’.

ALTERNATIVE DISPUTE RESOLUTION (ADR): several different methods of resolving disputes between parties, all of which are designed to **avoid the need for litigation**. These alternative methods include negotiation, mediation, and collaborative law. There is no single definition of ADR. In the USA it includes the option of arbitration, whereas in the UK, arbitration is not seen as part of the ADR process.

AMEND/AMENDMENT: to **change a document** such as a contract, a statute, or a court document by deleting something, adding something, or altering the original meaning. To add an addendum to a document is ‘to amend it’ because something has been added, as is deleting some of the text or altering some of the words or provisions of the original document. The change is called ‘**an amendment**’.

AMORTIZATION: a method of paying back a debt with a payment plan over a period of time. For example, if someone borrows £300,000 from a bank to buy a house, they may have an agreement to pay back that money over a period of 25 years at a certain rate of interest. Each monthly payment this person makes to the bank **pays back a portion** of the ‘**principal sum**’ of £300,000, and a portion of the **interest**. Usually, the early payments are mainly paying the interest, which means the principal sum does not start to reduce quickly until the later stages of paying back the loan. The idea is that the borrower knows that they will be

able to make regular, affordable payments, and the bank knows that the loan will be paid back in full by its '**maturity date**' at the end of the 25 years.

ANGEL/ANGEL INVESTOR: a private individual who is prepared to invest in **the startup** of a new business. An angel investor invests money known as '**seed money**' in a new business, usually in exchange for part-ownership.

ANNUAL GENERAL MEETING (AGM): the meeting at which a company's annual accounts and directors' and auditor's reports are **presented to the shareholders**. It is an opportunity for the shareholders to assess the financial health of the company. It is also the meeting where any **dividends** (payments of profits to the shareholders) are approved, and where **directors** and **auditors** are appointed or re-appointed. Since 1 October 2007, it has no longer been necessary in the UK for a private limited company to hold an AGM, but a public limited company is required to hold an AGM every year.

ANNUAL PERCENTAGE RATE (APR): the cost of borrowing money for a year, or, the amount of interest that is paid on money in a savings account over a year. 'APR' refers to the **percentage of yearly interest** that a **borrower** must pay to a bank. For a borrower, the APR represents the annual cost of borrowing. The APR is the rate of 'simple interest' and does not include any 'compound interest' that may be added as a penalty for late payment, for example. For **savers**, the APR represents the interest that a bank will pay to them in a savings account. This means that when an APR is high, it is expensive for borrowers to take out a loan, but savers get a good 'return' on cash in a savings account.

ANNUAL RETURN: a document that must be filed with Companies House each year by all incorporated businesses within 28 days of the stated 'return date'. It provides details of the **ownership** and **governance of the business** at each anniversary of its incorporation. If a company fails to file the Annual Return on time, then the company, the company secretary and every director may all incur a fine. In a limited liability partnership, a fine may be imposed on the designated members.

ANTICIPATORY BREACH: a breach of contract that occurs when one party to a contract indicates **in advance** of the **agreed time for performance**, either in words or by their conduct, their **intention not to perform** what they promised to do under the contract. For example, Party A has agreed to paint a big new apartment building for Party B, with the work to be completed by 1 September. An anticipatory breach would happen if Party A contacted Party B in August to say that the work could not be done. Alternatively, Party A may have said nothing, but not have started the work by 31 August, in which case the anticipatory breach is obvious based on Party A's conduct. It would be impossible for Party A to fulfil their obligations.

APPEAL: to make a formal request for a legal decision to be **changed**. In the litigation process, if one of the parties is unhappy about the decision made by the judge, they may be able to 'lodge an appeal' against the decision to a **judge in a higher court**. In the case of tribunals, the appeal is made to the Upper Tribunal or the Employment Appeal Tribunal. There must be **proper grounds** for making an appeal, and there are strict time limits within which to do so. In employment law, when an employee is dismissed from their job, the employee must be given reasons in writing, and then be allowed to appeal.

APPEAR FOR: represent, **speak on behalf of**. A lawyer might say to the court, ‘I appear for the defendant’.

APPELLATE COURTS: the courts of appeal. ‘Appellate’ means ‘**concerned with appeals**’. An appellate court will hear an appeal from a decision of a lower criminal or civil trial. The two most senior appellate courts in England are the Court of Appeal and the Supreme Court.

APPLICABLE LAW: the law that will be used to decide the outcome of any dispute between the parties to a contract. Part of contract negotiations is to agree upon the jurisdiction of any **future contract dispute**, and additionally, which country’s law will be ‘applied’ to the dispute in order to **resolve it**. Jurisdiction and applicable law are usually the same, but they **can be different**. For example, the parties could decide in a shipping contract that the jurisdiction for any dispute will be Greece, but the applicable law is the law of England and Wales.

APPOINTED/APPOINTMENT: the term used to describe **the choice** of a suitable applicant for a particular role. A person who has been ‘appointed’ is a person who has accepted a job offer and has started in their ‘appointed role’.

APPRAISAL: an assessment of performance. The word ‘appraisal’ usually describes a meeting between an established employee and a manager or employer, during which the **employee’s performance** is discussed and assessed. Many employees are obliged by their contracts of employment to have an appraisal every year.

APPRECIATE: to **increase in value** over time. For example, a vintage car bought for £100,000 ten years ago has now ‘appreciated in value’ to be worth £150,000.

ARBITRATION/ARBITRATOR: a method of resolving a dispute by taking it to an independent third party known as ‘an arbitrator’. This process is **an alternative to going to court**. In order to go to arbitration, both parties must agree to use the services of an arbitrator, and that arbitrator’s judgment, which is known as the ‘award’, is binding. There is usually **no opportunity to appeal** the outcome of arbitration, although in the UK there is some limited possibility of an appeal to the High Court under the provisions of the 1996 Arbitration Act. Arbitration usually results in a faster and more private result than going to court. In the USA it is seen as a method of ADR, but in the UK, arbitration is not normally included in this category.

ARISING FROM/ARISING OUT OF: ‘**as a result of**’ or ‘created by’. These phrases are often used in contracts, for example, ‘any dispute arising from any breach of this Agreement shall be submitted to arbitration.’

ARREARS: money that is owed to someone which was **not paid on the agreed date**. In most commercial contracts the payment clause says that interest will accrue on any arrears at a specific rate. Arrears is **not the same as debt**. Arrears is a debt that hasn’t been paid on time. To ‘fall into arrears’ is to fail to pay a debt on time.

ARTICLES OF ASSOCIATION: a set of documents that define a company’s purpose and state the **regulations that will govern it**. ‘The Articles’ as these documents are often known, typically detail things such as how the company will appoint directors, and how its financial records will be handled. They also state the process for organising and running shareholder

meetings, how the company will issue shares and pay dividends, and what voting rights shareholders will have. The Articles are the basis for **a company's constitution**, and act as a kind of contract between the company and its shareholders. This is a binding agreement between parties, and changes can only be made by a 'special resolution', which has to be agreed to by a certain percentage of shareholders.

ASSETS: something that a person or company owns that can, in theory, be **used to pay a debt**. Businesses typically have some '**fixed assets**', such as 'plant and machinery', which includes items such as computers, machines, vehicles, power tools, and other things that are intended for long-term use. Fixed assets also include goodwill, real property (land and buildings), and intellectual property. Items such as the stock of the business and the cash it has in the bank are classified as '**current assets**', as they are likely to be used up within one year.

ASSIGN/ASSIGNMENT: to **transfer a right** from one party to another. For example, a party to a contract may sometimes, subject to the terms of that contract, 'assign its rights' under the contract to a third party without needing the consent of the party against whom those rights are held. This process is described as 'an assignment'.

ASSIGNOR/ASSIGNEE: an assignor is **a person or business** which transfers a right to another person, and an assignee is a person or business to whom that assignment is made.

ASSIGNS: contracts often refer to people or organisations as 'assigns', which means the **same as assignees** (above).

AT RISK: 'in danger'. The phrase 'at risk' is often used to describe an asset that could potentially **be forfeited** in certain circumstances. It is especially used to describe the situation relating to the personal assets of the owners of **unincorporated businesses**, namely sole traders and traditional partnerships, where the owners have unlimited liability for the debts of the business. The law states that their personal assets are 'at risk'.

ATTACHMENT OF EARNINGS: a method of collecting money from a debtor who has a salary from employment. If a creditor has a court judgment against a debtor which the debtor does not pay, the creditor can try to 'enforce the judgment'. One of the ways to do this is for the creditor to apply to the court for an 'Attachment of Earnings Order'. This court order tells **the employer of the debtor** to make deductions from the debtor's earnings in order to pay the debt. The employer then sends the money **directly to the court**, and the court passes it on to the creditor.

ATTESTATION: the act of **witnessing the signing** of a formal document, such as a will, or a contract that is 'executed as a deed'. The witness then also signs that document to verify that it was properly signed by the parties who are bound by its contents. Attestation is a **verification** that the proper legal processes were followed and that the signatures on a legal document are **authentic**.

ATTORNEY: a) someone qualified to **practise law**; b) an agent who may not be a lawyer who is authorised to act on behalf of another person, such as a person authorised by a '**power of attorney**'.

ATTRIBUTABLE TO: ‘is the cause of’ or ‘is the reason for’. For example, one party’s loss of profit is attributable to the other party’s breach of contract. Similarly, an employee’s constant absences from work were attributable to their serious illness.

AUDIT: the process by which the accounts of a business are subjected to detailed examination by an auditor, a person who may or may not be employed within that business. This means that all accounts and financial statements are **checked** to make sure that they are a **true and fair** view of the financial situation of the business, and that they comply with the law. Under company legislation in the UK, it is compulsory for certain large companies to be subjected to an **external annual audit** by a member of a recognised body of auditors.

AUDITOR: a person who closely examines the **finances of a company**, especially the accounts. The auditor prepares a formal report, which is attached to the company’s annual accounts. The report states, for example, whether or not all financial transactions have been **recorded correctly**, and whether the assets listed on a document known as ‘the balance sheet’ actually exist. The report must be made **available to any shareholder** of the company.

AUTHORISED SHARE CAPITAL: the maximum amount of share capital (the value of the shares) that a company is authorised by its constitutional documents to issue to shareholders. Until 2009 it was compulsory in the UK to include the **maximum value of shares** that a company could issue in a document called ‘the Memorandum of Association’ but now it is no longer compulsory to do so.

AUTOMATICALLY UNFAIR: an employer’s action that employment law does not regard as being fair under any circumstances. This phrase is often connected with the dismissal of an employee. If, for example, an employer dismisses a woman because she is going to have a baby, then that is seen as ‘automatically unfair’. There are **no circumstances** in which that action could be lawful. The law will also consider certain criteria as being automatically unfair when selecting staff for redundancy.

AVER: to say in the documents involved in a court case that **something is true**. To say that a statement is a fact in a claim form, or in a defence document, is to ‘aver’ that statement as a fact. The statement itself is an ‘averment’.

AVOIDANCE OF DOUBT: ‘to make absolutely clear’, or ‘to make sure that **no mistake of interpretation** can be made’. The phrase ‘for the avoidance of doubt’ is often used in contracts to emphasise something that has just been stated, or that is about to be stated.

AWARD: a) to **decide in an official capacity**, such as in the role of a judge or an arbitrator, the amount of money that should be given to someone, ‘to award £10,000’; b) the name given to the money itself, ‘an award of £10,000.’

AWARD AGAINST: the act of ordering one party to pay money, usually costs associated with a court case, to the other. The word ‘awarded’ means the order to pay is the result of a **decision of a court**. For example, where a defendant wins a case, the judge can ‘award costs against the claimant’. This could be legal fees and travel costs, for example.

VOCABULARY PRACTICE A

Exercise 1

Complete the following sentences with a word or words beginning with the letter 'A.'

1. My client's company needs to acquire new technology, and it is planning upon the (1) of a small but successful tech company by buying up its shares.

(A-Q-I-I-I-N)

The word is:

2. If you do not pay the debt on the agreed date, interest will (2) on the unpaid sum at a rate of 8% per annum.

(A-C-U-)

The word is:

3. The business has fixed (3) to the value of £10.5 million.

(A-S-T-)

The word is:

4. According to the company's (4), any director may call a directors' meeting by giving notice of the meeting to the directors, or by authorising the company secretary to give such notice.

(A-T-C-E- O- A-S-C-A-I-N)

The three words are:

5. I am going to (5) from the vote on the proposal to appoint a new director as I have no opinion about it.

(A-S-A-N)

The word is:

6. There has been no (6) of the will, and therefore we do not know if the signature of the client who wrote the will is authentic.

(A-T-S-A-I-N)

The word is:

7. There was clearly an (7) of the contract, as your client emailed my client on 5 September and stated that she could not carry out the work as promised.

(A-T-C-P-T-R- B-E-C-)

The two words are:

8. I fell into (8) with my payment when I failed to pay £5,000 to the bank on the date agreed in the loan agreement.

(A-R-A-S)

The word is:

9. My client's loss of profit is completely (9) your client's failure to deliver the goods on the due date.

(A-T-I-U-A-L- T-)

The two words are:

10. My client has had (10) of the land for more than 12 years and he is now in a position to extinguish the title of the paper owner.

(A-V-R-E P-S-E-S-O-)

The two words are:

Exercise 2

Read the brief definitions below and provide a word or words beginning with the letter 'A.'

1. An additional document that adds something to an original contract.

(A-D-N-U-)

The word is:

2. A description of the nature of the British and American litigation systems.

(A-V-R-A-I-L)

The word is:

3. A written statement of evidence.

(A-F-D-V-T)

The word is:

4. The process by which the accounts of a business are subjected to detailed examination.

(A-D-T)

The word is:

5. To say in the documents involved in a court case that something is true.

(A-E-)

The word is:

6. To obey a rule or an order, or to accept a legal decision.

(A-I-E -Y)

The two words are:

7. To increase in value over time.

(A-P-E-I-T-)

The word is:

8. To transfer a right from one party to another.

(A-S-G-)

The word is:

9. A method of paying back a debt with a payment plan over a period of time.

(A-O-T-Z-T-O-)

The word is:

10. A statement in a civil law context that something negative has happened.

(A-L-G-T-O-)

The word is:

ANSWER KEY

LETTER 'A'

Exercise 1

1. acquisition
2. accrue
3. assets
4. articles of association
5. abstain
6. attestation
7. anticipatory breach
8. arrears
9. attributable to
10. adverse possession

Exercise 2

1. addendum
2. adversarial
3. affidavit
4. audit
5. aver
6. abide by
7. appreciate
8. assign
9. amortization
10. allegation