

Written Fluency - Autumn semester 2004
Handout 3 - Tuesday, 26 October 2004
The language of legal documents

Task 1:

Compare the following two examples of legal English. How do they differ? What are their common features?

**Elizabeth the Second by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith:
To all to whom these presents shall come greeting:**

WHEREAS a request for the grant of a patent has been made by

for the sole use and advantage of an invention for

AND WHEREAS We, being willing to encourage all inventions which may be for the public good, are graciously pleased to condescend to the request:

KNOW YE, THEREFORE, that We, of our especial grace, certain knowledge, and mere motion do by these presents, for Us, our heirs and successors, give and grant unto the person(s) above named and any successor(s), executor(s), administrator(s) and assign(s) (each and any of whom are hereinafter referred to as the patentee) our especial licence, full power, sole privilege, and authority, that the patentee or any agent or licensee of the patentees and no others, may subject to the conditions and provisions prescribed by any statute or order for the time being in force at all times hereafter during the term of years herein mentioned, make, use, exercise and vend the said invention within our United Kingdom of Great Britain and Northern Ireland, and the Isle of Man, and the patentee shall have and enjoy the whole profit and advantage from time to time accruing by reason of the said invention during the term of sixteen years from the date hereunder written of these presents: AND to the end that the patentee may have and enjoy the sole use and exercise and the full benefit of the said invention, We do by these presents for Us, our heirs and successors, strictly command all our subjects whatsoever within our United Kingdom of Great Britain and Northern Ireland, and the Isle of Man, that they do not at any time during the continuance of the said term either directly or indirectly make use of or put in practice the said invention, nor in anywise imitate the same, without the written consent, licence or agreement of the patentee, on pain of incurring such penalties as may be justly inflicted on such offenders for their contempt of this our Royal Command, and of being answerable to this patentee according to law for damages thereby occasioned:

PROVIDED always that these letters patent shall be revocable on any of the grounds from time to time by law prescribed as grounds for revoking letters patent granted by Us, and the same may be revoked and made void accordingly:

9. CONFIDENTIALITY. The Employee is aware that during his employment he may be party to confidential information concerning the Employer and the Employer's business. The Employee shall not during the term of this employment disclose or allow the disclosure of any confidential information (except in the proper course of his employment). After the termination of this Agreement the Employee shall not disclose or use any of the Employer's trade secrets or any other information which is of a sufficiently high degree of confidentiality to amount to a trade secret. The Employer shall be entitled to apply for an injunction to prevent such disclosure or use and to seek any other remedy including without limitation the recovery of damages in the case of such disclosure or use.

10. NON-COMPETITION. For a period of [_____ months] [_____ year(s)] after the termination of this Agreement the Employee shall not solicit or seek business from any customers or clients of the Employer who were customers or clients of the Employer at any time during the years immediately preceding the termination of this Agreement.

Task 2:

This is a typical sentence of legal English, syntactically, as well as lexically. Translate the following one accordingly.

NOW IT IS HEREBY AGREED as follows: 1. In consideration for the sum of £____, receipt of which the Seller hereby acknowledges, the Seller hereby sells and transfers to the Buyer and his/her successors and assigns absolutely, the following goods (the "Goods"):	Strany se dohodly na následujícím: I. Za úhradu _____ liber, jejichž příjem prodávající zde potvrzuje, prodávající prodá a dopraví kupujícímu a jeho právním nástupcům a nabyvatelům absolutního práva následující zboží („zboží“):
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3. Prodávající dále zaručuje, že bude chránit a hájit kupujícího a jeho právní nástupce a nabyvatele práva, že odškodní a bude chránit kupujícího před jakýmikoliv protinároky, které může jakákoliv strana učinit ohledně vlastnictví zboží.

Task 3:

Try to translate the following part of Employment contract from Czech into English, keeping to the typical syntax and lexis of legal English. Paragraph 1 is left in English to help you.

PRACOVNÍ SMLOUVA

Tato smlouva se uzavírá dne _____ 200__ mezi

1. _____ („zaměstnavatel“)

a

2. _____ („zaměstnanec“).

Tento dokument stanoví podmínky pracovního poměru, které pro zaměstnance upravuje Zákoník práce z roku 1996 v paragrafu I a které platí od data uvedeného na tomto dokumentu.

1. DATUM VZNIKU A PRACOVNÍ ZAŘAZENÍ. Zaměstnavatel souhlasí s tím, že zaměstná zaměstnance od _____ 200__ jako _____. (Do doby trvání souvislého pracovního poměru zaměstnanec se nezapočítává pracovní poměr u předešlého zaměstnavatele.) (Pracovní poměr vyplývající z této smlouvy tvoří součást souvislého pracovního poměru, který začal _____.) Povinnosti zaměstnance se mohou v průběhu doby přiměřeně upravovat, pokud to vyžaduje obchodní činnost zaměstnavatele.	1. COMMENCEMENT AND JOB TITLE. The Employer agrees to employ the Employee from 200__ in the capacity of at _____ [No employment with a previous employer will be counted as part of the Employee's period of continuous employment.] [The employment under this Agreement forms part of a continuous period of employment which began on _____.] The Employee's duties may from time to time be reasonably modified as necessary to meet the needs of the Employer's business.
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2. MZDA. Zaměstnavatel bude zaměstnanci vyplácet mzdu ve výši _____ liber ročně v pravidelných (týdenních) (měsíčních) splátkách.

3. PRACOVNÍ DOBA. Běžná pracovní doba zaměstnance je od _____ do _____ ve všední dny (a od _____ do _____ v sobotu). Během této doby má zaměstnanec nárok na přestávku na oběd v délce až jedné hodiny, a to mezi dvanáctou a druhou hodinou odpolední. V průběhu doby může být zaměstnanec požádán o práci přesčas, aby tak vyhověl potřebám podnikání zaměstnavatele (bez dalšího finančního ohodnocení) (s hodinovou sazbou _____ liber za práci přesčas).

4. DOVOLENÁ. V průběhu kalendářního roku má zaměstnanec k běžným svátkům nárok na _____ denní dovolenou za plný plat. Dovolenu je povinen si vybrat v době, která vyhovuje zaměstnavateli; jednorázově si smí vybrat pouze _____ týdenní dovolenou.