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Massimo A. De Francesco

Elements of Legal English Contract Law

A guide to English contract language
comprehension and application to drafting
and translation with case references

Massimo A. De Francesco holds a degree in Economics from The State University of New York and has taught English in Florence for several years. He collaborates with law firms and corporations, as well as with university professors on contract drafting, text translation and revision projects. He is also a journalist and writes articles on English and American authors who lived in Florence and other parts of Tuscany during the Grand Tour period.

M.A. De Francesco Elements of Legal English – Contract Law

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CACUCCI
EDITORE
2020

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Via Nicolai, 39 - 70122 Bari – Tel. 080/5214220

<http://www.cacucci.it> e-mail: info@cacucci.it

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Foreword

The decision to write this manual was made in light of the requests I have received from many of the lawyers I collaborate with to have an ink-on-paper reference readily available. Whilst the choice of how legal professionals communicate [rightfully] remains a prerogative of the single operator, the ability to understand complex English text and effectively provide opinions and responses to what originates outside of our language boundaries is essential in today's ever changing legal realm, a context in which English is becoming a precondition as a result of the global environment we live and work in.

This is a sectorial language manual designed to help professionals in the legal sector and does not provide legal opinions or advice and, albeit some very basic reference to UK and US law, it is neither a law nor a jurisprudence textbook. Case law judgments and opinions are provided only for exemplification purposes and are not intended to be, fully or in part, materials aimed at portraying the author as a law lecturer and are not used to have this book construed as a law textbook.

Given the law-making nature of judgments in Common Law, precedents may at times be overruled, whether by the UK Supreme Court or European Courts, therefore determining said precedent to no longer have any legal effect. In light of this, the user, whether a lawyer, a law student or anyone who is studying legal English, is urged to verify whether said changes have modified the information herein contained, especially with regards to the effects of the rulings used as reference in the sections hereto.