

Chapter 1 – Contract Law

partly based on

Chapter I.A “Contract Law in the United States”

by Alexander Quest and Richard Kaye,

Chapter I.B “Contract Law in the United Kingdom”

by Michael H. Whincup,

and Chapter I.E “Contract Law Cut & Paste”

by Franz J. Heidinger and Andrea Hubalek

*from “The Practitioners’ Guide to Applied Comparative Law
and Language Vol. 1”*

(PG 1 I.A., I.B & I.E)

consent to enter into a contract upon having been made an offer

*In US and UK contract law, a contract is deemed to be concluded by offer
and acceptance as long as there is also valuable consideration.*

cf. “offer”, “consideration” and “contract” *infra*, PG 1 I.A., p. 1

→ (to) accept (an offer)

to give consent to enter into a contract upon having received an offer

I hereby accept the terms and conditions of the User Agreement.

cf. “agreement” *infra*

disagreement between parties to a legal dispute that is brought before
court by the plaintiff (US) or claimant (UK)

*If you do not stop your harmful conduct, we will be forced to seek court
action against you.*

cf. “plaintiff” in Chapter 9, “lawsuit” *infra*, “class action” in Chapter 15

the legal ability of somebody – i.e. the agent – to take actions that are
binding on another person or entity – i.e. the principal

*Having the power of agency to make decisions on the bank’s behalf, the
board of directors ordered new office furniture for 5,000 employees.*

cf. “principal” *infra*, “representation” in Chapter 2, “agency” in Chapter 12

→ agent

somebody who holds the power of agency

*E.g. a real estate agent who has the power to rent out or sell houses or
apartments on the owner’s behalf.*

acceptance
(of an offer)

action, legal action,
court action

agency, power of
agency

Chapter 2 – Law of Business Entities

partly based on

Chapter II.A “United States Business Entities Overview”

by Gil B. Selinger

and Chapter II.B “Company Law in the United Kingdom”

by Michael H. Whincup,

*from “The Practitioners’ Guide to Applied Comparative Law
and Language Vol. 1”*

(PG 1 II.A & II.B)

gaining of ownership, e.g. of one business entity over another

In the acquisition process, Corporation A bought all the shares of Corporation B.

cf. “ownership” and “property” in Chapter 5

→ (to) acquire

to gain ownership

The state acquired the corporation to ensure the water supply for the public.

a “written oath” that may be used as evidence in court proceedings

When a business entity is established in the US, the persons who want to act as its representatives typically need to sign an “affidavit of representation”.

cf. “representation” *infra*, “oath” in Chapter 9

a company that has between 20–50% of its shares owned or controlled by another company

As soon as the other corporation owns or controls more than 50% of the affiliate, it is called a subsidiary.

cf. “subsidiary” *infra*

cf. “by-laws” *infra*

certain documents that need to be filed with the competent government authority in order to validly create a corporation and that disclose certain basic facts about a corporation and regulate its external affairs

They need to contain certain minimum information and typically regulate the power to represent the company, for example.

cf. “by-laws” and “incorporation” *infra*, PG 1 II.A, p. 94 and II.B, p. 99

acquisition

affidavit

affiliate,
affiliated
company,
associated company

articles of association
(UK)

articles (of incorporati-
on) (US), memorandum
(of association) (UK)

Chapter 3 – Commercial Law

partly based on

*Chapter I.E “Contract Law Cut & Paste”
by Franz J. Heidinger and Andrea Hubalek,*

*Chapter III.A “Commercial Contract Law in the United States”
by Keith Calhoun-Senghor,*

*and Chapter III.B “Commercial Law in the United Kingdom”
by Michael H. Whincup,*

*from “The Practitioners’ Guide to Applied Comparative Law
and Language Vol. 1”*

(PG 1 I.E, III.A & III.B)

assignment

transfer of rights, property, or other benefits from one person or entity
– i.e. the assignor – to another – i.e. the assignee

By way of assignment, the bank transferred their claim for loan repayment to a shady and ruthless debt collection office.

cf. “conveyance” in Chapter 5

→ (to) assign

to transfer rights, property, or other benefits from one person or entity
to another

I’m not sure if it is wise for you to assign your beach house to your boyfriend of three months.

→ assignor

the person or entity who transfers a right, property, or other benefit to
somebody else

→ assignee

the person who receives a right, property, or another benefit

beneficial owner

a person or entity who is considered the owner of a property from an
economic point of view because they are the one to benefit from the
property

The beneficial owner is not necessarily the same person as the legal owner.

cf. “owner” in Chapter 5

beneficiary

a third party who stands to benefit from a contract

→ intended beneficiary

a beneficiary who acquires rights under a contract because the parties
intended them to

Chapter 4 – Tort Law

partly based on

*Chapter IV.A “Tort Law in the United States”
by Michael R. McCurd, Jason B. Robinson, and Christina Baugh
and Chapter IV.B “Tort Law in the United Kingdom”
by Michael H. Whincup,*

*from “The Practitioners’ Guide to Applied Comparative Law and
Language Vol. 1”*

(PG 1 IV.A & IV.B)

active behavior

act

*My brother committed an act of trespass by taking a shortcut over his
neighbor’s land.*

cf. “omission” infra

unlawful threat or attempt to commit battery (often confused with
“battery” in everyday language)

assault

*The group of teenagers was charged with assault for intimidating pas-
sers-by out of pure boredom.*

cf. “battery” infra

→ (to) assault

*When I was assaulted by them, I used pepper spray, so that the assault
wouldn’t be followed by battery.*

→ assault and battery

a threat of battery followed by actual battery

cf. “battery” infra

infliction of unwanted bodily contact or physical harm upon another
person

battery

*Following a bar fight that had completely spun out of control, 25 people
were convicted of battery.*

a person that is not involved in something

bystander

*In the bar fight mentioned above, several innocent bystanders were hurt
when beer and cocktail glasses were thrown around.*

the handling of something in a thoughtful and diligent manner

care

Chapter 5 – Real Estate Law

partly based on

*Chapter V.A “A Typical Real Estate Purchase Transaction in the US”
by J. Christopher Kinsman and Maria Oxman*

*and Chapter V.B “Real Property Law in England and Wales”
by Michael H. Whincup and Maeve Rees-Jones*

*from “The Practitioners’ Guide to Applied Comparative Law and
Language Vol. 1”*

(PG 1 V.A & V.B)

appraisal

official attestation on the value of an object by an expert on the matter
*The appraisal states that the plot of land and the house that stands on it
are worth half a million dollars.*

cf. “expert“ in Chapter 9

→ appraiser

an expert who makes an official attestation on the value of an object

*I think the appraiser might be biased because he owns an apartment
building in the same street as the object he’s supposed to appraise.*

arrears (of rent)

rent payments that have not been received by their due date

*My tenant has been in arrears with her rent for the third month in a row.
If she doesn’t pay the outstanding amount soon, I’ll have to kick her out.*

cf. “default” in Chapter 3

bargain and sale deed (US)

a deed common in real estate transactions similar to a quitclaim deed,
but where any rights acquired by the grantor at a later date are also con-
veyed to the buyer.

cf. “deed” and “quitclaim deed” *infra*, “bargain” in Chapter 1,
PG 1 V.A, p. 280

broker

somebody who professionally initiates or negotiates contracts

*My brother works as a stock broker and always brags about how much
money he makes.*

cf. “agency” in Chapter 1

→ real estate broker

somebody who professionally initiates or negotiates real estate con-
tracts, e.g. lease agreements or land purchase contracts

cf. “real estate” *infra*

Chapter 6 – Employment Law

partly based on

Chapter VI.A “Employment Law in the United States”

by Colin A. Walker

and Chapter VI.B “Employment Law in the United Kingdom”

by Michael H. Whincup,

from “The Practitioners’ Guide to Applied Comparative Law and Language Vol. 1”

(PG 1 VI.A & VI.B)

the habit of not showing up for work

absenteeism

I once had a coworker who would not come to work on some days and offer no valid excuse for her absence. She was fired for absenteeism shortly after.

amount of money that one (regularly) receives

allowance

The heir to a multi-million dollar fortune receives a monthly allowance of 5,000 \$ for the upkeep of the family estate’s garden from his trust fund.

cf. “tax-exempt amount” in Chapter 17

→ holiday allowance (UK)

continued salary payment during an employee’s time off from work

Whereas taking time off for relaxation or going on vacation is generally unpaid in the US, in the UK and continental Europe, the law usually provides for several weeks of paid time off each year.

employment relationship for an indefinite term which, in principle, can be terminated by either side without notice and without providing a reason

at will employment (US)

cf. “employment relationship”, “termination period” under “termination” *infra*

mistreatment of others by words and/or actions to make them feel inferior

bullying

One of my former coworkers liked to make life difficult for new employees by throwing paper balls at them, for example. He was fired when one of the victims complained about his bullying to our boss.

cf. “harassment” *infra*

Chapter 7 – Family Law

partly based on

*Chapter VII.A “Family Law in the United States”
by Scott T. Rodgers, Andrew Radding, and Megan Easter
and Chapter VII.B “Family Law in England and Wales”
by John Darnton*

*from “The Practitioners’ Guide to Applied Comparative Law and
Language Vol. 1”*

(PG 1 VII.A & VII.B)

act of recognizing one’s fatherhood by making a legally binding personal statement

My ex-boyfriend refuses to sign an acknowledgment of paternity because he doubts that he’s the father. Ridiculous!

→ (to) acknowledge paternity

to recognize one’s fatherhood by making a legally binding personal statement

He eventually acknowledged paternity without a paternity test.

the act by which an adult who is not a child’s biological parent becomes the child’s legal parent

I think I’m close enough with my stepchildren that I finally want to adopt them.

sexual intercourse between a married person and someone other than that person’s spouse

When the wife came home early to surprise her husband, she caught him in the act of committing adultery with her best friend.

allowance that a parent and/or ex-spouse has to pay to the other parent and/or ex-spouse

The alimony payments for my ex-husband and my four kids are eating up half of my salary.

cf. “child support” and “spousal maintenance” *infra*

a court decision declaring a marriage void, so that it will be considered to never have existed in the first place

Because the wife found out that her husband was a fraud and only after her money, her lawyer filed for annulment of their marriage.

cf. “void” in Chapter 1, “nullity” *infra*, PG 1 VII.A, p. 404

**acknowledgment of
paternity**

adoption

adultery

alimony, maintenance

**annulment
(of marriage)**

Chapter 8 – Law of Succession

partly based on

Chapter VIII.A “The Law of Succession in the United States”

by Johannes Mittermaier

and Chapter VIII.B “English Law of Succession and Inheritance Tax”

by Alastair Collett and Danjuma Mshelia

from “The Practitioners’ Guide to Applied Comparative Law and Language Vol. 1”

(PG 1 VIII.A & VIII.B)

**administrator, estate
administrator (US)**

person chosen in a will to temporarily represent a decedent’s estate and to manage and settle its affairs, and usually supervised by court in doing so

As I am the only lawyer in my family, my late grandfather named me as the administrator of his estate in his will. I’d prefer if he hadn’t chosen me, but I’ll do the job to the best of my abilities.

cf. “executor*executrix” *infra*, PG 1 VIII.A, p. 478

attestation

certification of a document’s authenticity by witness’ signature

Due to the attestation by a sufficient number of witnesses, the court upheld the validity of the will.

cf. “notarization” *infra*

→ attestator, attesting witness

a witness who vouches for the authenticity of a document with their signature

Depending on state probate laws, a certain number of attestators is required for a will to be considered valid.

cf. “witness” *infra*

beneficiary (of a trust)

the person who receives a benefit from a trust

As my grandparents were millionaires who set up a trust for their children and grandchildren as beneficiaries, nobody in my family actually has to work to make a living.

cf. “trust” *infra*, “beneficiary” in Chapters 3 and 19

(to) bequeath upon

to pass something down, in particular moveable property

My late grandmother bequeathed her wedding ring upon me in her will. Too bad that I don’t plan to marry, ever.

Chapter 9 – Civil Litigation

partly based on

Chapter IX.A “Civil Litigation in the United States”

by Keith Calhoun-Senghor

and Chapter IX.B “Civil Litigation in England and Wales”

by Catherine E. Whincup and Maeve Rees-Jones

from “The Practitioners’ Guide to Applied Comparative Law and Language Vol. 1”

(PG 1 IX.A & IX.B)

adjudication

decision by a court, panel of arbitrators, or similar body

In the US, adjudication on constitutional matters is not restricted to the Supreme Court but is also open to the lower courts.

cf. “adjudication” in Chapter 12

→ (to) adjudicate

to rule on a case

The judge was faced with the difficult task of adjudicating on a case of a “he said, she said” situation.

cf. “evidence” in Chapter 14

adversarial system

the predominant system of civil procedure in the US and the UK where the judge merely presides over the proceedings and where the parties have the more active roles

The more active role of the parties is particularly evident in witness examination.

cf. “inquisitorial system” and “examination” *infra*, PG 1 IX.A, p. 533

allegation

(a) a statement claiming another person’s misconduct

Dozens of employees came forward with allegations of various forms of harassment against the boss of the big TV news network.

(b) allegation (of fact)

a statement claiming certain facts to be true (which therefore need to be proven), i.e. a statement that needs to be supported by evidence in order to be deemed established

An allegation of fact does not necessarily have to allege misconduct, but can also simply be a statement of fact like “At 6 PM on December 10, I was driving home from work”. If a witness testifies that they were sitting

Chapter 10 – Arbitration

partly based on

*Chapter X.A “Introduction to Arbitration under the US System”
by Eric Leikin and Barbara Łyszcza*

*and Chapter X.B “An Introduction to Arbitration
in England and Wales” by Amanda Neil*

*from “The Practitioners’ Guide to Applied Comparative Law and
Language Vol. 1”*

(PG 1 X.A & X.B)

opinion of an expert witness (in arbitration proceedings)

It is always wise to include a lawyer in a panel of arbitrators because otherwise the panel may have to ask for an advisory opinion from a lawyer as an expert witness, which would only increase costs.

cf. “expert opinion” under “expert” in Chapter 9

umbrella term for means of resolving disputes without going to a national court, e.g. conciliation, mediation, arbitration

I include an ADR clause in all of the contracts that I draft. Months or even years of court battles are often wasted on issues that can easily be settled if both parties have sit down together and talk with a mediator for an hour.

cf. “conciliation” in Chapter 6

decision on which arbitrators the arbitral tribunal shall consist of

Generally, arbitrators can be appointed in the arbitral agreement/clause. If there is no such appointment, but an arbitral institution’s rules were chosen, those usually provide for an appointment procedure.

cf. “arbitral tribunal” *infra*, “appointment” in Chapter 11

→ default appointment

appointment of the arbitral panel pursuant to certain fallback rules that become applicable if the parties have not agreed and cannot agree on the appointment

The arbitral institution’s rules state that if there is no agreement between the parties on the appointment of arbitrators, there shall be three arbitrators and each party may appoint one of them. These two arbitrators shall then choose a third arbitrator, who shall preside over the arbitral panel.

cf. “default rule” in Chapter 3

advisory opinion

**alternative dispute
resolution (ADR)**

**appointment
(of arbitrators)**