

THE STUDY OF LAW

Lead-in

- 1 Commercial law is the body of law that governs trade and commerce. Discuss these questions in small groups.
 - 1 What bodies of law govern commerce in your jurisdiction?
 - 2 How would a contract dispute between two companies from different jurisdictions be settled?
 - 3 Which international bodies do you know that set guidelines for commercial transactions?

Reading 1: Commercial law

- 2 Read the text below and decide whether these statements are true (T) or false (F).
 - 1 *Commercial law* is a general term for a number of diverse areas of the law which regulate trade and commerce.
 - 2 Contentious work includes the drafting of contracts and advising clients.
 - 3 The Uniform Commercial Code applies to commercial transactions in all of the member nations of the European Union.
 - 4 The World Trade Organisation checks to see if countries follow the trade agreements they have signed.

Commercial law deals with issues of both **private law** and **public law**. It developed as a distinct body of **jurisprudence** with the beginning of large-scale trade, and many of its rules are derived from the practices of traders. Specific law has developed in a number of commercial fields, including **agency**, banking, **bankruptcy**, **carriage of goods**, commercial dispute resolution, company law, **competition law**, contract, **debtor and creditor**, sale of goods and services, **intellectual property**, **landlord and tenant**, **mercantile agency**, **mortgages**, **negotiable instruments**, **secured transactions**, **real-property** and **tax law**.

The work of a commercial lawyer may involve any aspect of the law as it relates to a firm's business clients, and the role of the lawyer is to facilitate business clients' **commercial transactions**. It is essential for a commercial lawyer to have not only a good knowledge of a lot of **substantive law**, but also a thorough understanding of both contemporary business practices and the particular business needs of each client.

A commercial lawyer may be asked to advise a client on matters relating to both **non-contentious** and **contentious work**. Non-contentious work largely involves advising clients on the drafting of contracts, whereas contentious work commonly involves the consequences of breach of contract.

Many jurisdictions have adopted **civil codes** that contain comprehensive statements of their commercial law, e.g. the Uniform Commercial Code (UCC), which has been generally adopted throughout the USA. Within the European Union, the European Parliament and the **legislatures** of member nations are working to unify their various commercial codes.

A substantial amount of commercial law is governed by international treaties and conventions. The United Nations Commission on International Trade Law (UNCITRAL) regulates international trade in cooperation with the World Trade Organisation (WTO). The WTO is responsible for negotiating and implementing new **trade agreements**, and is in charge of policing member countries' adherence to these agreements, which are signed by the majority of the world's trading nations and **ratified** by their legislatures (for example, Parliament in the UK or Congress in the USA).

Key terms: Fields, institutions and concepts in commercial law

- 3 Look at the areas of activity in commercial law mentioned in the first paragraph of the text above and answer these questions. Use the glossary if necessary.
 - 1 Which field deals with the legal rights associated with products of the mind, such as patents, copyrights and trademarks?
 - 2 Which field involves the laws and regulations governing market behaviour, particularly agreements and practices that restrict free enterprise?
 - 3 Which institution deals with the supply of credit information about business organisations to other businesses and financial institutions?
 - 4 Which field is concerned with the legal relationships between the shipper (or owner) of goods, the carrier, and the receiver/consignee of goods?
 - 5 Which field focuses on the laws regulating money paid to the government in connection with commercial transactions?
- 4 Choose the correct word or phrase to complete these definitions.
 - 1 'Agency' is the term for the relationship of a person who acts *in addition to / on behalf of / on account of* another person, known as the principal.
 - 2 Bankruptcy is when someone cannot pay what they *owe / own / won*, and all their property is surrendered to a court-appointed person who liquidates the property to pay the claims of *creditors / owners / debtors*.
 - 3 A secured transaction is a loan or credit *translation / transaction / termination* in which the *lender / loaner / debtor* acquires a security interest in certain property owned by the borrower and has the right to repossess the property if the borrower cannot pay.
 - 4 Negotiable instruments are documents which represent a right of *charge / payment / credit* for a specified sum of money on demand or at a defined time.

VOCABULARY

To lend	To borrow	To owe	
Lender	Borrower	Debtor	Creditor
Lending	Borrowing	Debt	

Consumer Credit

An overdraft

Overdrawn / in the red

A loan

A mortgage

Bankruptcy	To go bankrupt	To file for bankruptcy
Receivership	To go into receivership	
Liquidation	To go into liquidation	

MODAL VERBS

PRESENT / FUTURE REFERENCE

You **should** **contact** a lawyer

She **ought to** **take** the case to court

PAST REFERENCE

You **should have** **contacted** a lawyer

She **ought to have** **taken** the case to court

THE CONSUMER PROTECTION ACT 1987

www.legislation.gov.uk/ukpga/1987/43

Copyright, Intellectual Property & Breach of Contract

The Facebook Case



Mark Zuckerberg



Cameron & Tyler Winklevoss

1) VIDEO COMPREHENSION

First, watch the Winklevoss brothers' proposal to Mark Zuckerberg, which they subsequently claimed was a verbal contract:

'The Winklevoss Proposition | The Social Network | CineClips'

<https://www.youtube.com/watch?v=bzKRH7Gjcv8>

Now, watch the Winklevoss brothers' complaint to the head of Harvard University, Larry Summers:

'Larry Summers and the Winklevoss twins Scene from The Social Network'

<https://www.youtube.com/watch?v=Y3JtmZugzl4>

2) DISCUSSION:

Were the Winklevoss brothers right when they claimed that Mark Zuckerberg had broken the verbal contract he had made with them?

Why / why not?

What the Winklevoss Twins Can Teach You About Copyright & Intellectual Property

Do you remember the movie ‘Social Network’ that came out in 2010?

The movie’s main story line revolved around a toxic business relationship and intellectual property dispute that arose between Tyler and Cameron Winklevoss, known to the world as the Winklevoss twins, and the future owner of Facebook, Mark Zuckerberg.

The Winklevoss twins were students at Harvard and had hired Zuckerberg as an employee to work on the software of their social network business model and brand, ‘The Harvard Connection’, which subsequently became ‘UConnect’. The twins later claimed that Zuckerberg stole their business model “idea” when he formed his own social network site, ‘Facebook’. The twins sued Zuckerberg in federal court, winning damages worth \$65 million in cash and Facebook stock. Facebook continued to appreciate in value, so they demanded a further settlement totalling \$160 million, much more than they hoped to get originally.

Ideas Are Not Copyrightable

Everybody knows that ideas are not copyrightable.

Does that mean that whenever you have a brilliant and innovative idea for a business, a novel, a car or have any other flash of true genius in the form of a concept or design that there is no law in place that can protect the intellectual property rights in your “idea”? Is there no way to stop your “idea” from being stolen out from you by trusted employees in situations like that of Mark Zuckerberg and those innocent and trusting Winklevoss twins?

The answer is that although the Winklevoss twins may have been “Harvard smart” students at the time of the famous “idea”-stealing incident they were pitifully stupid or just plain lazy in terms of knowing how to protect their business interests and intellectual property rights. Had the Winklevoss twins bothered to take the time to research the issue, they would have found that intellectual property rights in ideas are highly protectable when the correct legal modalities are used to invoke that protection.

How to Protect Your Intellectual Property Rights in an Idea

There are many, many situations where a business finds that it needs to share confidential information concerning proprietary business ideas and similar information with employees and contractors in order to further its business objectives.

The most effective method to protect an idea from unauthorized exploitation by other interests is to require any individuals given access to confidential information to sign, prior to any disclosure, two documents, the first is called a ‘Covenant Not-To-Compete’ and the second is called a ‘Non-Disclosure Agreement’. If the Winklevoss twins had asked their employees, such as Mark Zuckerberg, to sign those two types of agreements they would probably have had the evidence needed to prove their allegations of “idea” theft.

Smart inventors and entrepreneurs know that all it costs to protect a “trillion dollar idea” is the insignificant amount of time and money needed to go online or go to a local law library and buy a generic Non-Disclosure Agreement and/or a Covenant Not-to-Compete form.

It is solid business practice to require anyone with whom proprietary business information is shared to sign those types of agreements prior to making any confidential disclosures.

It is always a good idea when using generic agreement forms to read the documents carefully and if necessary adapt the wording slightly to cover your specific business, your particular “idea” or other confidential disclosures, more precisely.

Non-Disclosure Agreements

A Non-Disclosure Agreement is probably the most common and effective method of protecting any and all ideas from being stolen or otherwise exploited by others.

These agreements can be completed between a business entity or an individual and their employees, independent contractors and all other third-party interests in a project.

The general purpose of this agreement is to maintain the confidential status of a project by preventing unauthorized disclosure concerning all aspects of a particular idea or other proprietary model or concept.

The agreement usually specifies the name of the disclosing party and the party receiving the confidential information, and it will usually survive the relationship of the contracting parties, good or bad, to continue in full force and effect regardless of whether or not the idea is actually used or purchased.

For those seeking to protect their idea from unauthorized exploitation, this is the most complete and effective means of achieving that goal.

Covenants Not-to-Compete

A Covenant Not-To-Compete is an agreement that restrains a person from engaging in a similar competitive business. This kind of contract is often regulated by State law and, depending on the law of the State, may not be allowed if it is worded in a manner that results in a restraint on trade. However, many State courts find that the use of this type of agreement is completely permissible when used to prohibit an employee or contractor from misappropriating or “stealing” from an employer his proprietary business information, such as branding models, ideas, inventions, customer lists and trade secrets.

Patent Law

Some ideas, but not all ideas, are eligible for the legal protections available under patent law. In order to gain access to patent protections, the idea or design must be able to meet patent eligibility requirements and an application must be submitted and ultimately approved by the United States Patent and Trademark Office.

A patent is a legal right, for a limited in time, to exclude others from using, selling, or making an invention or discovery as described in the patent. For an invention or design to be patentable, it must be useful, novel, not obvious, and it must fall into one of four classes of patents which include: (i) a useful process; (ii) a machine; (iii) a manufacture or a composition of matter; and (iv) any new and useful improvement to a useful process, machine, manufacture or composition of matter.

Listening 1: Profile of a commercial lawyer

Just as commercial law itself encompasses many distinct fields of law, commercial lawyers often deal with different areas of commercial activity in the course of their careers. You are going to hear the podcast of an interview with Michael Grant, an associate at a commercial law firm, which appears on the website of the alumni association of an Australian university.

5 ▶ 6.1 Listen and answer these questions.

- 1 Why has he decided to return to university?
- 2 What does he advise law students regarding career choices?

6 ▶ 6.1 Listen again and tick the work he did before joining Ravenstone, Altman and Ofner, LLP.

- | | |
|---|--------------------------|
| 1 Preparing notices of dismissal | <input type="checkbox"/> |
| 2 Interviewing junior lawyers for positions at his firm | <input type="checkbox"/> |
| 3 Analysing technical documents | <input type="checkbox"/> |
| 4 Submitting patent applications | <input type="checkbox"/> |
| 5 Writing patent drafts | <input type="checkbox"/> |
| 6 Drafting maritime legislation | <input type="checkbox"/> |
| 7 Resolving charter party disputes | <input type="checkbox"/> |
| 8 Handling cargo claims | <input type="checkbox"/> |
| 9 Litigating ship collisions | <input type="checkbox"/> |

Language use: Adverb functions

Adverbs are often used to describe the action expressed by the verb. We distinguish adverbs of time (e.g. *often, usually*) and adverbs of manner, which describe how an action is carried out (*slowly, carefully*). Adverbs can also be used to qualify adjectives (e.g. *particularly interesting*).

7 a Underline the adverbs in the sentences below from Listening 1 and then decide which function the adverbs have (a–c).

- a describing time of action
- b describing manner of action
- c qualifying an adjective

- 1 He's currently undertaking a Master's of e-Law at Monash University.
- 2 There's something about the challenge of taking a complex commercial transaction and expressing it clearly and concisely that really appeals to me.
- 3 I also had to write patent drafts, which are incredibly detailed descriptions of the inventions in precise legal terms.
- 4 It was interesting, although at times extremely difficult and demanding.
- 5 But I quickly realised that what I liked best was working closely with the other lawyers on litigation, defending or enforcing patents.
- 6 I usually spend most of the day reviewing documents, drafting agreements, meeting with clients and, of course, answering emails.

b Where are the adverbs placed in relation to the verbs?

- 8 For each of these sentences, decide which adverbs don't fit.
- 1 My work *often* / *carefully* / *regularly* involves litigating charter party disputes, although I *occasionally* / *sometimes* / *remarkably* handle collision cases as well.
 - 2 Maritime salvage claims can be *closely* / *extremely* / *incredibly* challenging due to the complicated legal situation.
 - 3 The *remarkably* / *quickly* / *extremely* fast pace of change in the area of information technology law means that lawyers at our firm have to *mainly* / *regularly* / *often* attend seminars about the effects of new legislation.
 - 4 Researching technical innovations *carefully* / *extensively* / *extremely* is a(n) *very* / *extremely* / *regularly* interesting step in the process of writing a patent draft.

Speaking 1: Internships

In Listening 1, Michael Grant described his internship with a maritime law firm. It is common for law-school students to work in the summer months as an intern in a law firm, government department, non-profit group or organisation. An internship can be paid or unpaid. Some internships lead to course credits which count towards a law degree.

- 9 Discuss these questions with a partner.
- 1 Have you done an internship? If so, describe the organisation and your duties there.
 - 2 What do you think makes an internship a valuable experience? What can be gained from it?
 - 3 What would your ideal internship be?

Text analysis: Letter of application for an internship

Law students often write a letter of application to apply for an internship in response to a specific advertisement. However, it is also common for a student to write what is known as a prospecting letter, or letter of interest, in which the sender asks if there are any openings for interns at the company or institution.

- 10 Quickly read the letter on page 64 written by a student. Is it a prospecting letter or a letter of application replying to a specific advertisement?
- 11 Read the letter again and answer these questions.
- 1 What kind of organisation is she applying to?
 - 2 Which areas of the law is she interested in?
 - 3 What legal work experience has she had?
 - 4 Which documents are enclosed in the letter?
- 12 Underline the adverbs used in the letter. Why do you think the writer uses so many adverbs? What effect does it have?

² 1 November 2008

³ Robson, Mumsen and Meech LLP
8 Hawthorn Road
Saffron Walden
Essex
CB11 3KL

⁴ Dear Sir or Madam

Summer internship in commercial law

⁵ I am a student of law at the University of Vienna, Austria. ⁶ I am now in my second year and I expect to complete my degree in June 2010. ⁷ I am interested in applying for the summer internship in commercial law which is advertised on your website.

⁸ In my studies, I have completed all of the required courses successfully to date. I am particularly interested in commercial law, and have taken elective courses in debtor-creditor law and negotiable instruments. ⁹ Furthermore, I have frequently attended guest lectures and discussions at my university on topics related to commercial law. ¹⁰ I have also already gained work experience at a law firm, as I carried out an internship last summer at a small law firm specialising in tax law in my hometown of Dornbirn. ¹¹ There my duties included researching new legislation and helping the partners prepare cases for trial. ¹² Full details of my studies and work experience are included on the enclosed résumé.

¹³ The internship you are offering is especially attractive to me, as I would like to get to know what it is like to work at a large commercial law firm with many international clients and to have the experience of working abroad in an English-speaking country.

¹⁴ I am extremely motivated and a hard worker and I sincerely believe that I would make the best of such an opportunity.

¹⁵ I can confidently say that I have a particularly good knowledge of English, as I have spent several summer vacations with my family in the USA and I have taken two courses in Legal English at my university. ¹⁶ I am enclosing writing samples in English as you request in your advert; the letters were written as part of my Legal English courses.

¹⁷ Should you require further information, please do contact me. ¹⁸ I look forward to hearing from you.

Yours faithfully

Julia Schwende

13 Match the sections and ideas which should be included in a letter of application for an internship (a–m) with the corresponding sentences in the letter (1–18). Some sections/ideas are used more than once.

- a** Reference to how you found out about the internship
- b** Your address
- c** Reference to things requested in the ad (writing sample, references, etc.) and enclosed in the letter
- d** Recipient's address
- e** Reasons for your interest in internship
- f** Description of your legal work experience
- g** Introduction, saying who you are
- h** Date
- i** Description of your studies and coursework
- j** A 'call for action' which closes the letter
- k** Salutation
- l** Reason for writing letter
- m** Details of any personal qualities, qualifications or skills that make you right for the internship

Reading 2: Commercial law internship

14 Read this text. Where do you think it appeared?

Powderhouse Sommerville LLP International Commercial Law Internship

The international commercial law firm Powderhouse Sommerville LLP launched its International Commercial Law Internship at the University Law School in 2006 and has renewed it for the current academic year.

Powderhouse Sommerville LLP is one of the world's largest law firms, with over 1,600 lawyers and 15 offices in North America, Europe and Asia.

Professor May Rikos, Director of the University Law School, said: 'The University Law School welcomes the opportunity to work with one of the first-rank global commercial law firms.'

Under the terms of the internship, students taking International Commercial Law courses in Mergers, Comparative Antitrust Law and World Trade Law will be invited to compete for the internship. Selection will be on the basis of an essay plus interview of the students who achieve the top essay mark in each of the relevant courses. Applications must be submitted by March 10, and the interviews will take place in late March/early April. The Internship will take place from May to July inclusive in the Powderhouse Sommerville Frankfurt Office.

Link to application at the bottom of this page.

15 Read the text again and answer these questions.

- 1** Who can apply for the internship?
- 2** How will students be chosen for the internship?
- 3** When and where will the internship take place?
- 4** How can a student apply?

Writing 1: Letter of application

16 Write a letter of application in response to the internship advertisement in Exercise 14. Be sure to include all of the sections and ideas necessary.

JOB APPLICATIONS

17 Dunstable Road
Biggleswade BE21 6JF
Tel. : +(44) 1332 199366
Mobile. : +(44) 7788 451723
Fax. : +(44) 1332 199365
E-mail : Grande_A @ gmail.com

10 March 2022

The Personnel Officer
Markby, Markby & Markby Legal Services
217 Whitechapel Road
London SW1 4WW

Dear Sir or Madam

Application the post Legal Assistant

I am writing apply the post Legal Assistant advertised the 9 March edition the 'Financial Times'.

I am twenty-five years age and I have a degree Law the University Hull. I also have 3 GCE A levels Biggleswade Sixth Form College, which I attended two years, 2017 2019. A complete list my examination results can be found the enclosed Curriculum Vitae. I can, addition, speak fluent Italian since my family is originally Porto San Giorgio the Marche and we have made frequent visits there see friends and relatives ever since I was born.

..... leaving University, I undertook a period work experience Protheroe, Price & Pugh Property & Probate Services. the last two years, however, I have been working Eureka Estate Management Luton, where I have been learning all about the local property market, leasing, billing, customer service, health and safety issues, EU environmental regulations and the legal aspects of property development. I enjoy my present job but I would really like relocate London and find a post which offers more responsibility and the opportunity use my initiative. I am particularly interested Markby, Markby & Markby Legal Services because it manages real estate a region of Italy that I know very well and, this reason, I feel I could make a real contribution your company.

I enclose letters reference Mr Pugh Protheroe, Price & Pugh Property & Probate Services, and Mr Potter, my line manager Eureka Estate Management. I am available interview any time and can be contacted the above address and telephone numbers. I look forward hearing you.

Yours faithfully

Ariana Grande

Ariana Grande

Encl. 1 CV
2 letters of reference

2) LETTERS OF APPLICATION: The Conventional Order of Steps (Harper 2006)

Study this explanation of how to write a letter of application.

Step 1: SALUTATION

"Dear Mr Smith / Dear Ms Jones / Dear Sir / Dear Madam / Dear Sir or Madam / Dear Sirs"

Step 2: TITLE: The subject of the letter (printed on a line). For example, Application for the post of...

Step 3: OFFERING CANDIDATURE (cf. Henry & Roseberry 2001: 159)

Use the first paragraph to identify the job; indicate how it came to your attention; express your interest, use a confident tone. Always refer to the job as a 'post', 'vacancy' or 'appointment' (Ashley 2003: 267).

"With reference to your advertisement for.. / the post of / the vacancy for..." / "I am writing to apply for..." / "I wish to apply for..." / "I would like to apply for..."

Step 4: ESTABLISHING CREDENTIALS (Bhatia 1993: 62)

Use the second paragraph to describe your educational background, qualifications and relevant skills.

"I have a degree / diploma in... from..." / "I graduated from ... in ... with a degree / diploma in ..." / "I completed a degree / diploma in ... in ..." / "As part of my degree course, I ..." / "My exam results at ... level are listed on the enclosed CV..."

Use the third paragraph to describe your work experience and present situation. Never provide negative information.

"From ... to... I worked" / "In ... I joined / I was offered / I accepted..." / "During my time as ..." / "While I was... I ..." / "I also have experience in..." / "At present, I am ..." / "I am currently..."

Step 5: SELF PROMOTION (cf. Bhatia 1993: 59)

Explain why you want the position and/or why you would be a suitable candidate. Provide details of documents and/or referees supporting your application.

"I am particularly interested in..." / "I am sure I would be..." / "I think I would be..." / "I feel I could..." / "I consider myself..." / "I enclose an up-to-date CV" / "I enclose a completed application form" / "I enclose letters of reference from..." / "..... supports my application and I enclose a letter of reference from ..."

Step 6: REQUIREMENTS

Conclude by requesting an interview. Provide details enabling the employer to contact you quickly and easily.

"I am available for interview at any time..." / "I am available for interview from... to..." / "I would welcome the opportunity to discuss my application with you at interview" / "Please contact me at the above address and telephone number to arrange an interview..."

Step 7: INVITATION TO FURTHER COMMUNICATION

"I look forward to hearing from you."

Step 8: CONVENTIONAL ENDING

"Yours faithfully / Yours sincerely"

Step 9: IDENTIFICATION

Signature and name, clearly printed.

NB. **Steps 1, 2, 3, 4, 6, 7, 8 & 9** are always necessary. **Step 5** is optional.

3) **WRITING ACTIVITY**

Yesterday you graduated from university. Look at the jobs available on the website below.

<https://uk.indeed.com/Law-Firm-jobs-in-London?vjk=c57d913859f0bf5a&advn=297456537949022>

Now write a letter of application for one of the jobs offered. Do not forget to include all the relevant information, including addresses, dates, telephone/fax numbers.

ELECTRICAL GOODS & APPLIANCES

1) What are these electrical goods and appliances called in English ?



1.



2.



3.



4.



5.



6.



7.



8.



9.



10.



11.



12.



13.



14.



15.



16.



17.



18.



19.



20.



21.



22.



23.



24.



25.



26.

2) Now listen to what the teacher says and indicate which appliance is being described.



3) What are these parts of an appliance called in English ?



1.



2.



3.



4.



5.



6.

4) Which appliances might have the following problems ?

- | | | |
|-----------------------------|---------------------------|-----------------------------------|
| (a) "It doesn't work" | (b) "It won't start" | (c) "One of the buttons is stuck" |
| (d) "The dial's broken" | (e) "The rewind is stuck" | (f) "It makes a funny noise" |
| (g) "The screen is blank" | (h) "It won't wind on" | (i) "There's no sound" |
| (j) "The battery's dead" | (k) "There's no colour" | (l) "I can't close the door" |
| (m) "It leaks" | (n) "It won't record" | (o) "The flash doesn't work" |
| (p) "The screen is cracked" | (q) "I can smell gas" | (r) "The fuse keeps blowing" |

5) **DISCUSSION ACTIVITY:** A Letter of Complaint Concerning Faulty Goods

5a) Alexander Graham Bell was very disappointed with his Fantozzi Cloud 9 Ephone and is now writing a letter of complaint to the manufacturer. In groups of two, decide which of these sentences is the best way to begin.

1. There is simply no excuse for the kind of shoddy workmanship and poor service that I and many other consumers have received from Fantozzi UK Ltd.
2. I feel I must complain about the Fantozzi Cloud 9 Ephone that I bought on September 21st from eStore Online as well as the after-sales service I subsequently received from Fantozzi UK Ltd.
3. Why me ? All I wanted was a phone that worked. It's not much to ask, is it ?

Which of these sentences is the best way to end the message ?

1. This is an outrage and you won't get away with it ! If you don't sort this out, there'll be hell to pay !
2. I thought Fantozzi was a name you could trust. Well, it just shows how wrong you can be, doesn't it ?
3. So I expect to receive a replacement or a refund soon. If not, I shall be forced to take legal action.

THE MAIN BODY OF THE LETTER

5b) Now put the sentences that make up the main body of the letter in the correct order.

- a. On September 21st, I bought a Fantozzi Cloud 9 Ephone from eStore Online.
- b. Since then, I have tried to phone your helpline several times but the number is always engaged.
- c. I was very disappointed, so I contacted eStore Online to explain the various problems.
- d. I paid £400 for it, as the phone was on sale, which is still not cheap by any means.
- e. I outlined the situation to them and they, in turn, explained my legal position as a consumer with regard to companies which knowingly supply faulty goods.
- f. However, when it was delivered, I found that the phone overheated and the battery ran out within half an hour.
- g. So now I am writing this letter to you in the hope of finally getting a reply.
- h. When I asked for a replacement, I was told that eStore Online could not do this and that if I wanted my money back, I should contact Fantozzi UK Ltd. directly.
- i. Furthermore, when I tried to download the GPS navigation option from the online applications store, I was informed that I would need to upgrade the Ephone's software to Version 2.2 first.
- j. eStore Online informed me that a number of customers had complained about exactly the same thing and that, since it was obviously a production-line fault, the manufacturer was ultimately responsible.
- k. Moreover, the screen was extremely delicate and nearly cracked on several occasions.
- l. In the meantime, I have contacted Consumer Direct, an organization which safeguards customers' rights and is supported by the UK's Office of Fair Trading.

2) LETTERS OF COMPLAINT: The Conventional Order of Steps (Harper 2006)

2a) Study this explanation of how to write a letter of complaint.

Step 1: SALUTATION: *"Dear Mr / Mrs / Miss / Ms Jones" "Dear Sir / Madam / Sir or Madam / Dear Sirs"*

Step 2: INTRODUCTION: Situating the complaint in time and/or place.

Re: Club Med Holiday in Bali, August 2015

"Last week/month, I..." "On (date), I..."

Step 3: COMPLAINT: *"I am writing to make a complaint about..."*

"I would like to complain about..."

"I feel I must complain about..."

Step 4: EXPOSITION: Stating the main facts and all relevant information.

"My holiday in.....X..... was a complete disaster. Firstly,... Secondly,... Thirdly,..."

"Your advertisement/brochure/ representative stated that... In fact,"

*"The goods which we ordered on..., and which arrived on..., were totally unsatisfactory.
Firstly, ... Secondly..., Thirdly..."*

"According to your letter of (date) / our contract of (date)... In fact, ..."

"I understood that, In fact,..."

Step 5: JUSTIFICATION:

"In view of the above,..."

"For a product/holiday /service of this price, I would expect..."

"It is unreasonable to expect..."

"It is intolerable that..."

"I feel that I/your customers have been misled..."

Step 6: REQUIREMENTS: Explaining what you want the addressee to do.

"I would like..."

"If you do not within..x..days..., I will be forced to..."

"Unless you.... within..x..days..., we will be forced to..."

"I would therefore be grateful if you would..."

"I would be much obliged if you could..."

Step 7: INVITATION TO FURTHER COMMUNICATION: Inviting the addressee to contact you.

"In the meantime, I am available at the above address and telephone number."

"I look forward to hearing from you."

Step 8: CONVENTIONAL ENDING: *"Yours faithfully / Yours sincerely"*

Step 9: IDENTIFICATION: Your signature and name, clearly printed.

2b) Now read Letter 2 on the next page and indicate where **Steps 1-9** are in the text.

WRITING ACTIVITY

You represent Markby, Markby & Markby Legal Services. Last week, your client, Mr Winklevoss, bought a domestic appliance from the Hardware House in Glasgow. When he took it home, he found that it did not work properly and there were two other problems with it. Now write a solicitor's letter to the Manager, Gordon Bennet at 13 Barnpot Road, Glasgow UR1 S0B, explaining what happened and what you want him to do about it, making specific reference to the Consumer Protection Act of 1987. Do not forget to include all the relevant information including names, addresses, dates, makes, models, prices, telephone numbers etc.