

# UNIT **2** Working in a Law Firm



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## WORD PRACTICE

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Key one line of each of the following words. Concentrate on accuracy and rhythmic keying.

lawyer	ethics	clerks
managing	administrator	retainer
partner	trust	law
support	assistant	disbursements
associate	account	firm
advice	paralegal	dockets
articling	fees	

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## PHRASE PRACTICE

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Key each of the following phrases six times. Concentrate on accuracy. Say each phrase to yourself as you key it. Remember to key rhythmically.

<i>trust account</i>	<i>legal support staff</i>
<i>legal ethics</i>	<i>fees and disbursements</i>
<i>partners of the law firm</i>	<i>articling student</i>
<i>junior lawyers or associates</i>	
<i>legal office/administrative assistants</i>	
<i>legal assistants/paralegals/law clerks</i>	
<i>managing partner and office administrator</i>	



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## 1 MINUTE TIMINGS

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Read the following passages carefully. Set your speed and accuracy goals, then take a one-minute timing on each.



### TIMING 1

Law firms are partnerships in which usually all of the	10
partners are lawyers. Because few lawyers are experienced	21
in office management, most law firms employ an office	31
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12	

manager or administrator to oversee the day-to-day running 42  
of the law firm. Sometimes a senior partner, often known as 53  
the **managing partner**, takes on the responsibilities of 63  
running the law firm. 67  
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

## TIMING 2

To become a lawyer, it is usually necessary to have a uni- 11  
versity degree, pass the LSAT (Law School Admission Test), 22  
go to law school for approximately three years, and then 33  
article (serve an apprenticeship) in a law firm for a one- 44  
year period. 46  
During that one-year period, student lawyers have a hands-on 57  
introduction to the practice of law under the tutelage of a 68  
senior lawyer. 70  
Students who perform well, complete their articles and a bar 82  
admission course, and are called to the bar, may be hired 93  
by the law firm on a permanent basis at the end of the 103  
articling period. 106  
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

## TIMING 3

Until the late 1980s, lawyers in Canada were not allowed to 11  
advertise. Nowadays, it's common to see law firm advertise- 22  
ments and websites. However, in many provinces, the *Rules of* 33  
*Professional Conduct* include advertising restrictions; for 44  
example, using electronic media to directly and indiscrim- 55  
inately distribute an advertisement to a substantial number 66  
of newsgroups or e-mail addresses is forbidden. Other rules 77  
stipulate that the provincial law society must review any 88  
advertising copy prior to publication to ensure there are no 99  
rule infractions. 102  
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

## TIMING 4

*When articling students are called to the bar they* 10  
*become lawyers and are permitted to practise law in* 20  
*their province. They are normally classified as junior* 30  
*lawyers or associates at this stage. In larger law firms* 41  
*they usually work under the guidance of a senior* 50  
*lawyer, who may be a partner. Lawyers in Canada are* 60  
*both barristers and solicitors, so their work may or may* 71  
*not involve court appearances.* 77

## TIMING 5

Many large law firms have a ratio of two or more legal sup- 11  
port staff to each partner. "Legal support staff" includes 22  
law clerks/paralegals/legal assistants; legal office/ 32  
administrative assistants; librarians; research assistants; 43  
receptionists; central support services (information 53  
management/technology personnel), and accounting personnel. 64  
  
The only way that law firms receive money is by billing 74  
clients. It's of prime importance, therefore, that all legal 85  
office personnel provide fast, efficient, quality service. 96  
Failure to do so may result in clients taking their business 107  
to competing law firms. 111  
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

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## COMPREHENSION 1

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Key the following sentences once, filling in each blank with the appropriate legal term or phrase.

1. Law firms are \_\_\_\_\_ in which usually all of the \_\_\_\_\_  
are lawyers.
2. Sometimes a senior partner, often known as the \_\_\_\_\_,



takes on the responsibilities of running the law firm.

3. A junior lawyer or \_\_\_\_\_ usually works under the guidance of a senior lawyer.
4. When articling/articled students are called to the \_\_\_\_\_ they become lawyers.
5. Lawyers in Canada are both \_\_\_\_\_ and \_\_\_\_\_, which means that they may or may not do court work.
6. The only way that law firms receive money is by billing \_\_\_\_\_.

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## SENTENCE PRACTICE

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Read the following sentences carefully. Key each sentence once. Concentrate on accuracy and rhythmic keying.

1. The function of a law firm is to provide legal advice to clients.
2. Lawyers, and some legal support personnel, are required to keep track of the time they spend working for each client.
3. Law firms use computerized dockets or time sheets to keep track of the number of hours worked on a particular client matter.
4. When a client seeks legal advice, a lawyer is required to advise the client of the approximate cost of the services being offered.
5. A Retainer Agreement is a written agreement between the law firm and the client that stipulates the work to be done, the cost of the legal service, and the amount of the retainer fee to be paid to the law firm.
6. A retainer fee is an up-front deposit against charges for work the law firm will do.

7. One of the purposes of a retainer fee is to ensure that potential clients are really serious about hiring the law firm to represent them.
8. Lawyers' charges are known as "fees."
9. Law firms also charge clients for disbursements: sums of money that the law firm pays out or incurs on behalf of the client.
10. Some examples of disbursements are long distance telephone calls, courier charges, and court filing fees.
11. Law firms usually maintain two types of accounts: general/firm accounts and trust accounts.
12. Trust accounts are used to hold clients' money; therefore, lawyers must **not** use this money for their own use.



## MINUTE TIMINGS

Read the following passages carefully. Set your speed and accuracy goals, then take a two-minute timing on each.



### TIMING 1

Because law firms have only one source of income - clients - 11  
 they must provide fast, efficient, quality service to remain 22  
 in business. For this reason, law firms are very careful 33  
 about the personnel they hire. 39

Law firms look for candidates who are mature in attitude, 50  
 polite, well groomed, punctual, poised, tactful, discreet, 61  
 dependable, and organized. In addition, a candidate must 72  
 have a pleasant disposition, be able to produce work quickly 83  
 and accurately, and have the ability to follow instructions 94  
 precisely. 96

• • • • 1 • • • • 2 • • • • 3 • • • • 4 • • • • 5 • • • • 6 • • • • 7 • • • • 8 • • • • 9 • • • • 10 • • • • 11 • • • • 12

All legal office/administrative assistants and legal 106  
 assistants/paralegals/law clerks must be familiar with a 117  
 wide range of computer software and hardware. They must 127  
 know the quickest and easiest method to produce top-quality 138  
 legal documentation. 142

A sound knowledge of legal office procedures as well as a 153  
 general background knowledge of law is essential in these 164  
 positions. 166

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



## TIMING 2

The role of a paralegal/legal assistant/law clerk is some- 11  
 what difficult to define, because the job title means 21  
 different things in different law firms and in different 32  
 provinces. For example, in some law firms paralegals are 43  
 senior legal administrative assistants. In other firms, they 54  
 are lawyers who qualified in another province and are apply- 65  
 ing for admission to the bar in the province in which they 76  
 are working. In certain provinces, independent paralegal 87  
 service companies are permitted. 93

There is a considerable difference in the work that these 104  
 people with the same title might be doing. While some pro- 115  
 vinces have specialized courses for law clerks, paralegals, 126  
 and legal assistants, others do not. The work of personnel 137  
 with these job titles may include performing senior legal 148  
 administrative functions, assisting lawyers in preparing for 159  
 trial, attending with the lawyer in the courtroom, inter- 170  
 viewing witnesses, drafting legal documentation, maintain- 181  
 ing contact with clients, conducting legal research, etc. 192  
 Law Societies across Canada are gradually regulating and 203  
 allowing paralegals to provide many legal services 213

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

traditionally handled by lawyers. In some provinces, Law	224
Societies allow properly trained paralegals to give legal	235
advice under the supervision of a lawyer.	243
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12	

## TIMING 3

Law firms, especially large ones, offer services in	11
a variety of areas such as aviation, banking, bankruptcy,	22
engineering, entertainment, insurance, immigration, ship-	33
ping, land claims, real estate, taxation, wills and estates,	44
securities, personal injury, medical malpractice, criminal	55
law, family matters (divorce, separation, child support,	66
parental decision-making responsibilities, adoption),	76
corporate law, trademarks/patents/copyrights, workers'	86
compensation, international law, administrative law,	96
constitutional law, etc.	100

Clients who need legal advice but cannot afford it may	111
apply for legal aid from their province via such agencies	122
as Legal Aid Ontario, Legal Aid Manitoba, and Nova Scotia	133
Legal Aid Commission. Obviously, all legal aid applications	144
are reviewed carefully to ensure that the client is really	155
in need of money (i.e., no income or on social assistance)	166
and legal advice. Legal aid covers certain legal problems	177
such as criminal cases where, if the person is convicted,	188
they will go to jail, lose their way of earning a living,	199
or face deportation. It also provides duty counsel lawyers	210
to assist unrepresented people in court.	218

Clients who don't qualify for legal aid have to pay	229
their own legal fees. While traditionally law firms have	240
billed at fixed hourly rates, many charge flat fees for	250
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12	



standard jobs, but offer volume discounts and other creative 261  
 billing methods such as blended rates. 268  
 .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



## TIMING 4

Many law firms, both large and small, are highly auto- 10  
 mated: they have to be in order to keep up with the 20  
 exceptionally high volume of paperwork. Despite many 30  
 law firms merging client information in databases with 40  
 saved precedents, very few legal documents are keyed 50  
 just once. The majority of documentation is drafted 60  
 and amended several times before it leaves the law 70  
 firm. Word processing is, therefore, one of the main 80  
 types of software used in most law firms. 88

In addition to word processing, many law firms use 98  
 some form of computerized accounting system so that 108  
 lawyers' time and disbursements may be calculated 117  
 and posted to clients' accounts and bills generated 127  
 quickly and accurately. 131

Because law firms must organize large numbers of 140  
 documents for trials (often comprising thousands of 150  
 pages), they use document-management software for 159  
 litigation support. This relational database software 169  
 codes and classifies scanned documents. It gener- 178  
 ates links between words, phrases, concepts, and/or 188  
 issues so that the litigation lawyer can organize 197  
 and condense documents to present to a judge. 206

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## COMPREHENSION 2

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Indicate your knowledge of the following terms by using each one in a separate sentence. If you are uncertain of any words, use your dictionary.

docket	trust accounts
Retainer Agreement	legal advice
retainer fee	legal aid
fees	client
disbursements	bar

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## PARAGRAPH PRACTICE

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Read the following paragraphs and then key an accurate copy of each. If you make any errors, drill each word correctly for one minute.

### PARAGRAPH 1

*Even though numerous legal precedents are stored on law firm computer systems, many standard legal forms are also available on-line. For example, court documents are on many provincial Ministry of Attorney General or Ministry of Justice websites. Once on the correct Ministry website, you select the appropriate court (Criminal, Civil, Family and Divorce, Probate, Small Claims, etc.). Then you select the court document you want to prepare and a template is displayed together with instructions for completion.*

*Some sections of these on-line forms have pull-down menus for such information as the name of the court registry. As you can imagine, these “fill-in-the-blank” forms can save you considerable keying time; however, whether you prepare your documents from your law firm’s precedents or on-line,*

*it is essential that the documents are 100% accurate. It is also essential that you retain copies for your client file.*

*Another consideration is that any large blank spaces on a document may need to be filled with a Z-ruling (see p.199), using a black ballpoint pen and a ruler or the line-drawing feature of your word processing software. Some lawyers prefer to have the person signing the document initial beside the last word preceding any blank space to avoid Z-ruling.*

## PARAGRAPH 2

Legal instruments comprise three parts:

1. The heading
2. The body
3. The ending.

The **heading** of a legal instrument normally specifies the date of the document, the parties to the document, and the name of the document. In the following Agreement heading precedent, you will notice the precise date in November is left blank. This will be completed when the document is actually signed.

Following the date are the names of the parties - in this precedent the Agreement is between two people, one named Reimer and the other, Jansen, and a person named Nyberg.

Note the capitalization and spacing in the headings illustrated on the following pages and copy them carefully.

Many law firms have the convention of capitalizing, bolding, and underscoring the document name.

THIS AGREEMENT made the       day of November, 20--,

BETWEEN:

KAITLIN JESSICA REIMER, Engineer,  
and JOHANNA MARLA JANSEN, Plumber,  
both of 280 - 1902 Chelsea Lake  
Road, in the City of Halifax, in  
the Province of Nova Scotia  
B3S 1C5

(hereinafter called "Reimer" and  
"Jansen"),

OF THE FIRST PART;

AND:

LINTON MORGAN NYBERG, Corrections  
Officer, of 1980 Robie Street, in  
the City of Halifax, in the  
Province of Nova Scotia B3H 3G5

(hereinafter called "Nyberg"),

OF THE SECOND PART.

### **CONFIDENTIAL DISCLOSURE AGREEMENT**

## **PARAGRAPH 3**

When a party to a legal instrument is a company, the heading is a little different. The following is an example of the heading of an Agreement between a married couple named Kaczynski and Plaza 5 Development Co. Ltd. Note particularly that Plaza 5's address is the registered office of the company, and that its incorporation number and date are given. You will find information relating to a company's registered office and incorporation number in the company's records book.

THIS AGREEMENT made the       day of November, 20--,

BETWEEN:

STEFAN RUFUS KACZYNSKI, Tailor,  
and MEGAN NICOLA KACZYNSKI,  
Biochemist, both of 1395 Ellice  
Avenue, Suite 360, in the City of  
Winnipeg, in the Province of  
Manitoba R3G 3P2

(hereinafter called "the  
Kaczynskis"),

OF THE FIRST PART;

AND:

PLAZA 5 DEVELOPMENT CO. LTD., a  
company incorporated pursuant to  
the laws of the Province of  
Manitoba, having its registered  
office at 310 Notre Dame Avenue,  
in the City of Winnipeg, in the  
Province of Manitoba R2B 1P4  
(Incorporation No. 781,943 -  
March 27, 2006),

(hereinafter called "Plaza 5"),

OF THE SECOND PART.

#### **AIR RIGHTS AGREEMENT**

The lawyer handling the matter may refer to the Kaczynskis as  
"the Party of the First Part" and Plaza 5 as "the Party of the  
Second Part."

If there are more parties to the Agreement, they are referred to  
as "the Party of the Third Part," "the Party of the Fourth  
Part," etc.

## PARAGRAPH 4

The majority of agreements and contracts have an introductory statement called a **recital** or **preamble**. The term WHEREAS (meaning "considering that") is often the first word of a recital. The following is an example:

**WHEREAS** there is an Agreement between Riyadh and Perpetua dated the 9th day of March, 20--;

**AND WHEREAS** there is an existing...

The recital and the following paragraphs (commonly called "clauses," "operative clauses," or "provisions"; i.e., the nuts and bolts of the agreement) in the body of a legal instrument or court document may be keyed either in a block style (starting at the left margin) or an indented style (starting ten spaces [2.5 cm, 1"] from the left margin). Sometimes a lawyer will request that the first word or words of a clause be keyed in UPPERCASE or **boldface** for emphasis.

Usually, clauses are double-spaced with triple-spacing between paragraphs but 1.5-spaced and single-spaced clauses are quite common. To speed the process of triple-spacing between paragraphs when using word processing software, set the paragraph format "after" spacing or create a macro (e.g., ALT-3) to effect the equivalent of triple-spacing.

## PARAGRAPH 5

The clause that follows the last clause in the body of a legal instrument is called the *testimonium clause*. In the following example, the clause beginning with the words "IN WITNESS WHEREOF" is the testimonium clause. The section where witnesses place their names, addresses, and occupations is called the *attestation clause*. **Note:** Remember to set tabs for the parentheses and signature lines/names.



IN WITNESS WHEREOF the parties hereto have hereunto  
set their hands and seals the day and date first above written.

SIGNED, SEALED, AND DELIVERED )  
IN THE PRESENCE OF: )

\_\_\_\_\_  
Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
SAMANTHA KIM NYOKA

SIGNED, SEALED, AND DELIVERED )  
IN THE PRESENCE OF: )

\_\_\_\_\_  
Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
MELANIA DEE NYOKA

## PARAGRAPH 6

*Court documents have various endings; however, an Affidavit (which is a sworn or affirmed statement filed in court) has a special ending called a "jurat." On the following page is an example of a jurat.*

)
)
)
)

)

(plural of "Mr."). The inside address was, for example, 197  
 Messrs. Patterson, Lovejoy & Co. The modern form of this 208  
 inside address would be: Patterson, Lovejoy LLP. "Mesdames" 219  
 was used in the same way as "Messrs." but referred to a 229  
 partnership consisting entirely of women. As today's law 240  
 firms comprise partners of varying genders, the terms 250  
 "Messrs./Mesdames" are **rarely used**. 257

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



## TIMING 2

Another traditional style seen in inside addresses and 11  
 in many **old** legal journals and law reports is the use of 22  
 "Esq." and "Q.C." The term "Esq." meant "Esquire" and was a 33  
 term of respect that was placed after a man's last name 43  
 instead of placing "Mr." before the name. 51

"Q.C." (Queen's Counsel) is an honorary title. Many 62  
 jurisdictions have stopped conferring, or have modified, 73  
 this title; e.g., Manitoba lawyers with exemplary service 84  
 now receive the designation "S.C." (Senior Counsel). When 95  
 writing, in the traditional manner, to a male lawyer who 106  
 was an S.C., the inside address was: P. S. Lewis, Esq., S.C. 117  
 Today, we use non-gender-specific titles; e.g., P. S. Lewis, 128  
 S.C. 129

Four other variances in legal correspondence relate to 140  
 format, special notations, subject lines, and complimentary 151  
 closings. 152

**Letter Formats:** Most law firms use full-block letters (all 163  
 elements begin at the left margin) because they are quicker 174  
 to prepare. More traditional law offices, however, prefer 185  
 to use an indented paragraph style. The paragraph indenta- 196  
 tions may be five [1.25 cm, ½"] or ten spaces [2.5 cm, 1"]. 207

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

Ten spaces is the more traditional format.	215
<b>Special Notations:</b> Because of the confidential nature of	226
legal work, many letters and envelopes will be marked	236
PRIVATE AND CONFIDENTIAL or CONFIDENTIAL. Another special	247
notation is WITHOUT PREJUDICE. This notation appears only	258
on the letter, <b>not</b> on the envelope. The WITHOUT PREJUDICE	269
notation means that the contents of the letter cannot be	280
used as evidence in court. Opinion letters (a lawyer's	290
opinion regarding, for example, a court case), offers of	301
settlement, etc., are examples of correspondence that may	312
have the WITHOUT PREJUDICE notation on them.	320
<b>Subject Lines:</b> Law firms make extensive use of subject	330
lines. It is quite usual to have a three- or four-line sub-	341
ject line containing client names, topic, file numbers, etc.	352
<b>Complimentary Closings:</b> The complimentary closings of most	363
law firm correspondence are similar to those used in other	374
offices. The name of the law firm is usually keyed in	384
capital letters, a double space below the closing. This is	395
followed by "Per:" and the lawyer's name (see page xviii).	406
.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12	

### TIMING 3

*Legal documents fall into two categories: (i) legal instruments; and (ii) court documents. Legal instruments are documents used for other than court purposes, so they are not usually filed in a court registry.*

*Examples of common legal instruments are Wills, Powers of Attorney, Statutory Declarations, Notarial Certificates, and Agreements. Court documents, as the name implies, are used for court purposes and are filed*

*in a court registry. Examples of court documents are* 93  
*Writs, Petitions, Affidavits, and Orders. Whenever you* 103  
*refer to a specific legal document, whether it is a legal* 114  
*instrument or a court document, many law firms will* 124  
*ask you to use an initial capital letter.* 132

*While the headings on the first page of a legal* 142  
*instrument or a court document vary, the basic format* 152  
*does not. Usually, the top margin of the first page of a* 163  
*court document is 2.5 cm (1 inch) and 4 cm (1 1/2* 172  
*inches) to 5 cm (2 inches) for a legal instrument. The* 182  
*left margin is 4 cm and the right and bottom margins* 192  
*are 2.5 cm. A variance to this is with Wills, some of* 202  
*which are top bound. Usually the first page of a Will* 212  
*has a 5 cm top margin.* 216

*The second page of a court document or legal* 225  
*instrument has 2.5 cm top and bottom margins and,* 234  
*again, a 4 cm left margin. Wills usually have a 4 cm* 244  
*top margin on the second and successive pages.* 253

*Most legal documents have page numbers at the* 263  
*top of the second and succeeding pages; however, Wills* 273  
*are generally numbered at the bottom of the page. A* 283  
*special feature of legal documents is that the last page* 294  
*is not numbered. In addition, some legal documents* 304  
*have backing sheets to identify who (the lawyer and* 314  
*law firm) prepared the document.* 320

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## COMPREHENSION 3

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Read the following sentences carefully. Key each sentence once, correcting all errors in fact, terminology, spelling, grammar, and punctuation. Use your dictionary and office handbook.

1. Legal instruments and court documents has a 4 cm to 5 top margin, a 4 cm left margin, and 2.5 cm bottom and right margins.
2. WINIPEG CLOTHING CO. LTD. is a company incorporating pursuant to the laws of the Province of Saskatchewan.
3. The clause that follows the last clause in the body of a legal instrument is called the "testimonium clause."
4. STUDIO 8 CLOTHING CO. LTD. is the party of the first part.
5. The clauses "in the body of a legal instrument maybe keyed either in a full-block or indented style.
6. Clauses are usually keyed in the single-spacing with double-spacing between paragraphs.
7. Large blank spaces mustbe filled with an X-ruling using a red ballpoint pen and a ruler or the line-drawing feature of your word processing software.
8. When a witness placexs their name, address, and occupation is called the "attestation clause."
9. The legal instrument was signed, seeled, and deliver in presence of ADRIENNE LORETTE DUPLESSIS.
10. Danuta is a Commission for taking Affidavits
11. When addressing correspondance to a Q.C. (Queens' Council) or S.C. (Senor Council) put the designation in brackets after the name.
12. The special notation WITH PREJUDICE should appear on both the letter and the envelope.





## MINUTE TIMINGS

Read the following passages carefully. Set your speed and accuracy goals, then take either a five- or ten-minute timing on each.



### TIMING 1

In all legal work, you must be very careful in keying 11  
names. The spelling must be correct and you must never 21  
change the name in any way. Many people new to the legal 32  
field fall into the trap of changing the names of compan- 43  
ies. For example, if a company is registered (with a 53  
provincial corporate registry) as "Parnell Enterprises Co. 64  
Ltd.," that is the way you must key the name. If you were 75  
to key the name as "Parnell Enterprises Company Limited," 86  
this would be incorrect. You must, therefore, be alert and 97  
never jump to conclusions as far as names are concerned. 108

The way in which names of individuals and companies 119  
are keyed in legal correspondence and legal documentation 130  
varies. When keying the name of an individual or company 141  
in a legal letter, it is usual to use initial capital 151  
letters; for example, Sulamith Weygang. If you were keying 162  
this name in a legal document, you would normally key the 173  
entire name in capital letters; e.g., SULAMITH WEYGANG. 183

Capitalization of titles is also commonplace in the 194  
legal field. For example, titles such as "Plaintiff," 204  
"Defendant," "Appellant," "Respondent," and "Petitioner" 215  
often have initial capitals. When occupations are specified 226  
in legal instruments and court documents, they also often 237  
have initial capitals; e.g., SULAMITH WEYGANG, Architect. 248

Names of legal documents are often capitalized; for 259  
example, Will, Statutory Declaration, Power of Attorney, 270

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

Representation Agreement, Notice of Civil Claim, Promissory 281  
 Note, Affidavit, and Order. 286

Another area in which capitalization differs is in the 297  
 expression of sums of money. When keying legal correspond- 308  
 ence it is usual to specify sums of money in figures alone; 319  
 for example, \$10,999.00. The exception is in settlement 329  
 letters where sums of money are often expressed in words 340  
 and figures. Note that, in legal documents and correspond- 351  
 ence, sums of money are specified with commas between the 362  
 hundreds and thousands. You must not key "\$10 999.00." When 373  
 sums of money are keyed in legal documents, they are spelled 384  
 out in full in capital letters and also expressed in 394  
 figures; for example, ...TEN THOUSAND, NINE HUNDRED AND 404  
 NINETY-NINE (\$10,999.00) DOLLARS. 410

Percentages are expressed in a similar manner to sums 421  
 of money. In legal correspondence, percentages are usually 432  
 keyed in figures alone; for example, 15%. In legal documen- 443  
 tation, percentages are spelled out in full in capital 453  
 letters and also expressed in figures; for example, FIFTEEN 464  
 (15%) PERCENT. 466

Can you apply this knowledge? In a legal letter you 477  
 would key: "Sulamith Weygang promises to pay \$10,999.00 with 488  
 interest at 15% per annum." In legal documentation, you 498  
 would key: "SULAMITH WEYGANG promises to pay TEN THOUSAND, 509  
 NINE HUNDRED AND NINETY-NINE (\$10,999.00) DOLLARS with 519  
 interest at FIFTEEN (15%) PERCENT per annum." 527

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



## TIMING 2

*Legal documents fall into two main categories:* 10

*(i) legal instruments; and (ii) court documents. Legal* 20

*instruments are generally not used for court purposes* 30  
*whereas court documents are. This means that a court* 40  
*document is usually filed in a court registry whereas a* 51  
*legal instrument is not. If you are working in civil or* 62  
*criminal litigation, including family law, you will be* 72  
*involved in preparing court documents. Some docu-* 81  
*ments in wills and estates law are also court docu-* 91  
*ments. However, if your lawyer is not involved in court* 102  
*work, you will be keying primarily legal instruments.* 112

*Examples of common legal instruments are Agree-* 122  
*ments, Statutory Declarations, Notarial Certificates,* 132  
*Powers of Attorney, and Releases.* 138

*Agreements, or Contracts, are documents that* 147  
*set out the terms of an agreement between two or more* 157  
*parties. The parties may be either individuals, com-* 167  
*panies, financial institutions, etc. The names, add-* 177  
*resses, and occupations of the parties are set out in the* 188  
*heading of the Agreement. If the party is a corporation,* 199  
*the address of the registered office of the corporation,* 210  
*together with the incorporation number and date of* 220  
*incorporation, are specified. You will find this infor-* 231  
*mation in the corporation's records book.* 239

*The body of the Agreement or Contract sets out the* 250  
*terms that have been agreed to by the parties.* 259

*The end of the document is signed by all parties* 269  
*and their signatures are witnessed.* 276

Examples of popular types of Agreements or Contracts are Retainer Agreements (that set out the work to be performed by the law firm, the fees, and the amount of the retainer fee - client's up-front deposit); Licensing Agreements (that stipulate the rules and regulations under which companies issue products to their customers); Employment Contracts (that outline the terms of employment between an employer and an employee); Pre-Nuptial Agreements (that establish the ownership of property prior to a marriage); and Separation Agreements (that outline the terms and conditions of a separation between a husband and a wife or between partners).

While these Agreements are generally not filed in a court registry, a Pre-Nuptial Agreement is normally filed in a land title office if the Agreement contains provisions relating to real property (land/real estate). A Separation Agreement may be filed in a provincial Family Court if the parties so request.

Statutory Declarations are statements of fact that are required for certain government agencies, including land title offices. They are not usually used for court purposes. A person signing a Statutory Declaration is called a "declarant."

A Notarial Certificate is a document that authenticates another document. For example, if a client

required a notarial copy of their Birth Certificate, they 536  
would take the original Birth Certificate to their 546  
lawyer, who would examine it and then prepare and 556  
sign a Notarial Certificate (with a photocopy of the 566  
Birth Certificate attached). The Notarial Certificate 576  
would state that the attached copy of the Birth Certifi- 587  
cate is a true copy of the original Birth Certificate 597  
presented to the lawyer. 601

A Power of Attorney (whether Non-Enduring or 611  
Enduring) is a document in which someone gives 620  
another person (called the "attorney" - not to be con- 630  
fused with the term "lawyer") authority to act on their 641  
behalf. A Representation Agreement is a document in 651  
which someone gives another person (called the "per- 661  
sonal representative" or the "delegate") authority to 671  
handle financial, legal, personal care, and health 681  
care decisions. Both of these documents are common 691  
between family members, especially when an elderly 701  
member of the family wants a younger one to handle 711  
banking affairs or to act on behalf of the senior in 721  
the event of a debilitating illness. 728

Releases are documents that release one party 738  
from making further claims from another party. For 748  
example, if your aunt died and under the terms of the 758  
Will left you some gold coins, when the executor of the 768  
estate had given you the gold coins, you would be 777

*asked to sign a Release so that you could not at a* 787  
*later date come back and say that you never received* 797  
*the gift.* 798



### TIMING 3

Examples of court documents are Notices of Civil 10  
 Claims, Counterclaims, Petitions, Notices of Application, 21  
 Affidavits, Orders, Statements of Claim, Subpoenas, etc. 32

The documents required for any given court case will 43  
 vary with the proceedings initiated. One thing is common to 54  
 all court documents: they must be filed in a court registry 65  
 in person or electronically (in pdf or similar format). 75

While the formats of court documents vary slightly from 86  
 province to province, most court documents have a similar 97  
 heading called a **style of proceeding** or **cause of action**. 107  
 The style of proceeding consists of the action number (court 118  
 file number), the name of the court registry in which the 129  
 document will be filed, the name of the court in which the 140  
 document will be presented, and the name of the parties and 151  
 their titles. The parties' titles are usually "plaintiff" 162  
 and "defendant" or "petitioner" and "respondent." If the 173  
 court document is to be filed in an appeal court, then the 184  
 titles of the parties will be "appellant" and "respondent." 195

The name of the document follows the style of pro- 205  
 ceeding. It is usually keyed in full capital letters at 215  
 the centre of the page. It may also be bolded and/or 225  
 underlined. The body of the document is then keyed double- 236  
 spaced, with triple-spacing between paragraphs. 245

The ending of a court document depends on the type 255  
 of document being prepared; however, most court documents 266

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



are signed by the solicitor for the plaintiff, defendant, 277  
petitioner, or respondent. Court Orders, the documents 287  
that outline what a judge has ordered, are signed by the 298  
court. The legal term for signing is **executing**. 307

As with legal instruments, some court documents re- 318  
quire backing sheets in some jurisdictions. While the format 329  
of a backing sheet varies, the information includes: action 340  
number; court registry name; court name; party names and 351  
titles (shown in the style of proceeding); document name; 362  
name, address, telephone and fax numbers, and e-mail address 373  
of the lawyer/law firm filing the document; initials of the 384  
lawyer; and client file number. In Ontario, the lawyer's 395  
law society registration number is placed after the 405  
e-mail address. If **all** of this information is on the front 416  
of the document, then a backing sheet may not be required. 427

Originally backing sheets were prepared in landscape 438  
mode, with the information keyed in the centre third of 448  
the letter-sized backing sheet so that the document could 459  
be folded in three and the backing sheet information dis- 470  
played. If legal-sized paper was used, the backing sheet 481  
information was keyed in the second quarter from the left 492  
and the document folded to display the backing sheet infor- 503  
mation on one quarter. Now that court documents and legal 514  
instruments are prepared on computers, it is often quicker 525  
and easier to produce backing sheets with the information 536  
keyed down the page in portrait mode rather than in landscape 548  
mode; however, this means that the backing sheet cannot be 559  
folded in an attractive manner. It may be only a matter of 570  
time before backing sheets become obsolete across Canada. 581

When a court document is filed in a court registry, 592  
several copies of the document must be presented and any 603

.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12

applicable court filing fees paid. The original document 617  
 is stamped with a court stamp and the date of registration, 628  
 and kept in the court files. Copies of the document are 638  
 stamped and returned to the person filing the document. 648  
 As more court registries adopt e-filing, new procedures 658  
 are constantly being developed. 664  
 .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10.....11.....12



## ADDITIONAL TIMINGS

Looking for more keyboarding exercises? Download the following Timings from our website.

Go to [www.tusker-international.com](http://www.tusker-international.com).

Click on *Student Resource Centre*. The password is **adt999**.

Download any or all of the Timings for Unit 2:

TIMINGS		
14: Paralegal Conduct 15: Legal Fees 16: Limitation Systems 17: Professional Conduct 18: Conditions of Sale	19: Retainer Agreements 20: Entertainment 21: Research Agreement 22: Aviation	23: Statutory Declaration 24: Medical Research 25: Instructions 26: Hourly Rates
Difficulty Level: ♦	Difficulty Level: ♦♦	Difficulty Level: ♦♦♦



## PRODUCTION EXERCISES



### EXERCISE 1

Latin terms are contained in many legal documents as well as in legal correspondence. Read the following Latin terms and their English equivalents.

Set yourself a production time limit and then key the Latin terms in italics and in alphabetical order, together with their meanings (not in italics), as quickly and accurately as you can.

*ad valorem*

*ipso facto*

*bona fide*

*according to value*

*by the fact itself*

*in good faith*

<i>aliunde</i>	from another source
<i>actus reus</i>	the guilty act (the criminal act)
<i>ab initio</i>	from the beginning
<i>compos mentis</i>	of sound mind
<i>a posteriori</i>	from the latter
<i>de jure</i>	by right
<i>causa</i>	cause
<i>de facto</i>	in fact
<i>mens rea</i>	guilty mind
<i>caveat emptor</i>	let the buyer beware
<i>corpus juris</i>	body of law
<i>de bene esse</i>	conditionally
<i>damnum absque injuria</i>	loss without injury
<i>et seq</i>	and the following
<i>Regina</i>	queen
<i>ex parte</i>	on behalf of (without the party being present)
<i>actio non</i>	not an action
<i>et non</i>	and not
<i>inter alia</i>	among other things
<i>ex post facto</i>	after the fact
<i>ergo</i>	therefore
<i>ad hoc</i>	for this purpose
<i>factum</i>	deed
<i>infra</i>	below
<i>ibid</i>	in the same place
<i>ignorantia legis non excusat</i>	ignorance of the law is no excuse
<i>et al</i>	and others
<i>a priori</i>	from the first
<i>in hoc</i>	in reference to this
<i>supra</i>	above
<i>inter vivos</i>	between the living

<i>aliquot</i>	<i>some</i>
<i>in toto</i>	<i>in total</i>
<i>per se</i>	<i>through itself; as such</i>
<i>lis pendens</i>	<i>litigation pending</i>
<i>nemo est supra legis</i>	<i>no-one is above the law</i>
<i>per stirpes</i>	<i>by family stock</i>
<i>nunc pro tunc</i>	<i>now for then</i>
<i>obiter dictum</i>	<i>a passing statement</i>
<i>per diem</i>	<i>per day</i>
<i>per annum</i>	<i>per year</i>
<i>vel non</i>	<i>or not</i>
<i>non sequitur</i>	<i>it does not follow</i>
<i>id est (i.e.)</i>	<i>that is</i>
<i>pactum</i>	<i>contract</i>
<i>pro bono</i>	<i>for the good of</i>
<i>prima facie</i>	<i>on the face of it</i>
<i>quo warranto</i>	<i>by what right or authority</i>
<i>absque hoc</i>	<i>without this</i>
<i>quid pro quo</i>	<i>this for that</i>
<i>viz</i>	<i>namely</i>
<i>res</i>	<i>thing</i>
<i>status quo</i>	<i>existing state/situation</i>
<i>in loco parentis</i>	<i>in place of a parent</i>
<i>tempore</i>	<i>for the time of</i>
<i>Rex</i>	<i>king</i>
<i>subpoena</i>	<i>under penalty</i>
<i>sine qua non</i>	<i>without which not/no</i>
<i>ultra vires</i>	<i>beyond the power (authorized by law); outside one's jurisdiction</i>
<i>ex officio</i>	<i>by virtue of their office</i>
<i>contra</i>	<i>against</i>



## EXERCISE 2

Read the following Promissory Note carefully. Check the document for accuracy, bearing in mind the formatting and style required for a legal instrument. Format the backing sheet in landscape mode.

Set yourself a production time limit and then key the document quickly and accurately.

\$19,000.00

OTTAWA, ONTARIO

February 6, 20--

### **PROMISSARY NOTE**

I, Blake Rosentzveig, of 2064 Rideau River Drive, in the City of Ottawa, in the Province of Ontario K1S 1V3, DO PROMISE TO PAY to the order of Rose-Marie Fryett of 197 Devonshire Plaice, in the City of Ottawa, in the Province of Ontario K1Z 7G6, the sum of Nineteen Thousand, Five Hundred (\$19,500) Dollars on the 1st day of March, 20--, together with interest at the rate of Thirteen (13%) percent per anum.

**VALUE RECIEVED**

\_\_\_\_\_  
BLAKE ROSENTZVEIG

## Backing Sheet

DATED: February 6, 20--

---

BLAKE ROSENTZVEUG

TO

ROSE-MARIE FRYETT

---

### PROMISSARY NOTE

---

JULIO CUFFARI  
GANDHI WENTZELL LLP  
Barrister and Solicitors  
77 King Street West, Suite 1800  
Toronto, Ontario  
M5K 1A1  
Tel: 416-863-2974  
Fax: 416-863-2929  
E-mail: j.cuffari@gandhiwent.ca  
LSUC#: 12345M

---

JC/(Your initials)

File No. 34,789/5





## EXERCISE 3

You are working for Johan Wentzell in the Vancouver office of the law firm of Gandhi Wentzell LLP. He has asked you to proofread and organize the following notes into an alphabetical (by province) Branch Office Contact List. He thinks an easy-to-read table might work best.

You check the Gandhi Wentzell conventions for office manuals (see page xvii).

Set yourself a production time limit and then key the material quickly and accurately.

*Province/Contact Information; Names of Personnel; Area of Law*

*Suite 1900, Purdy's Wharf Tower II, 1969 Upper Water Street, Halifax, NS B3J 2V9, Tel: 902-425-0405, Fax: 902-425-3535 = Paul Renkun (Civil Litigation – Foreclosure); Carl Chaisson (Contracts; Corporate – Amalgamations); Lara-Jean Corkum (Wills & Estates); Darlene Whynot (Family); Ryan Benyahia (Articling Student)*

*2400 – 1055 West Georgia Street, Vancouver, BC V6E 3R3, Tel: 604-687-1918, Fax: 604-687-2918 = Ali Hassan (Civil Litigation – MVA); Abdul Bepara (Loans & Mortgages); Shirley Paine-Wright (Divorce & Family); Eric Catrano (Wills & Estates); Johan Wentzell (Family); Jasmine Lo (Residential Conveyancing); Anna-Lisa Allmendinger (Civil Litigation)*

*Suite 1800, Cabot Place, 100 New Gower Street, St. Johns, NL A1C 2T5, Tel: 709-722-1986 = Brandon Wambolt (Corporate); Jonas Phull (Criminal); Jason Leung (Corporate Finance); Miranda Yong (Residential Conveyancing)*

*1400 Banff Place, 1018 – 101 Street, Edmonton, AB T5J 3V4 Tel: 780-423-0805, Fax: 780-423-1815 = Parveen Singh (Civil Litigation); Joshua Gallie (Corporate); Briannah Demassa (Corporate); Nadine Soltan (Family); Leon Schow (Family); Bianca Fontella (Articling Student); Lyle Sherwood (Bankruptcy); Ibrahim Bayed (Criminal); Renato Giampietro (Residential Conveyancing)*

*175 Grafton Street, Charlottetown, PE C1A 6D4, Tel: 902-892-5858 = Alenka Bukovec (Litigation); Blair Chaudhry (Civil Litigation); Janice Hague*

(Wills & Estates); Hallie Wong (Family); Alejandro Martinez (Small Claims); Gaia Zu (Articling Student)

Suite 500, Northwest Tower, 5200 – 50th Avenue, Yellowknife X1A 3S8, Tel: 867-669-1516 = Reginald Joe (Wills & Estates); Matthias Bowra (Corporate); Chandri Dhaliwal (Corporate)

21st Floor, 1 Place Ville-Marie, Montreal, QU H3B 4M8, Tel: 514-878-1247 = Lucille Bourbeau (Translator); Gilles LeBlanc (Corporate); Nicolas Ouellet (Residential Conveyancing); Pierre Lallana (Wills & Estates)

77 King Street West, Suite 1800, Toronto, ON M5K 1A1, Tel: 416-863-2974, Fax: 416-863-2929 = Julio Cuffari (Banking); Giulio de Moura (Commercial Conveyancing); Fakira Aziz (Wills & Estates; Corporate); Victor Tomko (Municipal); Angelo Pangos (Corporate); Annette Haughn (Criminal); Holly Spelling (Criminal); Michael Von Hauser (Civil Litigation); Troy Hamling (Employment & Labour); Anita Quinn (Legal Support Services)

400 – 2066 McPhillips Street, Winnipeg, MB R2V 6C4, Tel: 204-694-2987 = Claudia Keselowski (Wills & Estates and Corporate); Bradley Muise (Corporate); Heather Xu (Municipal); Mandeep Khan (Residential Conveyancing – Mortgages)

Suite 100, 3850 – 4th Avenue, Whitehorse, YT Y1A 1H6, Tel: 867-393-9292, Fax: 867-393-4141 = Martia Flavin (Family); Fernando Giordani (Civil Litigation); Andrew Sethi (Corporate); Sheri Lawrence (Conveyancing); Muriel Hoy (Articling Student); Ingrid Rasan (Criminal)

1891 – 100th Street, North Battleford, SK S9A 2T3, Tel: 306-445-2895 = Clint Reinhart (Corporate); Jacintha Eleanor Bashir (Wills & Estates and Managing Partner); Sherman Mombourquette (Civil Litigation – MVA Arbitration); Marc Fogel (Articling Student)

Suite 1500, Brunswick House, 55 Chipman Hill, St. John, NB E2L 6T9, Tel: 506-632-4282 = Sylvie Hollande (Commercial Conveyancing); Lucy Richdale (Wills & Estates); Nadia Labonte (Wills & Estate);

*Gabriel Beheshti (Residential Conveyancing)*

*Building 850, Iqaluit, NU XOA 0H1, Tel: 867-979-2020 = Henry Yamaguchi (Articling Student); Derek Anthony (Civil Litigation – Malpractice); Kari Ott (Corporate Securities – Default)*

*Please make sure that the names of personnel in each office are in alphabetical order. Thx.*



## EXERCISE 4

You are working for Sylvie Hollande in the Commercial Conveyancing department of the New Brunswick office of Gandhi Wentzell LLP. She has asked you to prepare the following opinion letter.

Set yourself a production time limit and then key the letter quickly and accurately. Make all necessary copies and prepare envelopes or envelope labels.

*To the attention of Ms. D. M. Aylen, Stuart, Bolívar & Goodman LLP, 1903 rue Commerciale, Edmundston, New Brunswick E7A 1B1*

*WITHOUT PREJUDICE*

*Re: Purchase by Adanac Cement Ltd. ("Purchaser") from Ward Enterprises Ltd., ("Vendor") of 40 Flanagan Hill Road, Connell, New Brunswick E7P 2Y3 ("the Transaction")*

---

*We are solicitors for the purchaser in the above Transaction and as such have examined the following documents:*

- 1. the Purchase Agreement dated May 18, 20--;*
- 2. the Memorandum and Articles of the Purchaser;*
- 3. the corporate records of a Purchaser;*
- 4. a certified copy of the Resolution of the Board of Directors of the Purchaser approving the Transaction;*

4. *the Vendor's Mortgages;*
5. *the Assignment of Permits and Licences;*
6. *the Assignment of Guaranties, Warranties, and Contractual Obligations; and*
7. *the Assignment of Approved Service Contracts.*

*We have also examine such other documents and have conducted such investigations and enquiries as we have deemed necessary or adviceable for the rendering of this opinion.*

*In connection with the opinions hereinafter expressed, we have assumed the corporate status, rights, power, authority, and capacity of all parties other than the Purchaser and we have assumed that the agreements and instruments covered by the opinions hereinafter expressed which has been entered into by parties other than the Purchase have been duly authorized, executed, and delivered and are valid and legallby binding upon such other party or parties.*

*Based upon the foregoing, we are of the opinion that:*

1. *The Purchaser is a company duly constituted, organized, and validly existing under the laws of the Province of Brunswick and is in good standing with respect to the filing of Annual Reports in the Office of the News Brunswick Director of Corporate Affairs.*
2. *The Purchaser has the corporate capacity and power to enter into, execute, and deliver each of the following documents:*

- (a) the Purchase Agreement;*
  - (b) the Assignment of Permits and Licences*
  - (c) the Assignment of Guaranties, Warranties, and Contractual Obligations; and*
  - (d) the Assignment of Approved Service Contracts*
- and to perform each and all of the matters and things provided for in each of such Agreements and instruments to be performed by it.*
3. *Each of the documents referred to in paragraph 2 above has been duly authorized, executed, and delivered by the Purchaser and constitutes a legal, valid, and binding obligation of the Purchaser enforceable in accordance with its terms, except that:*
- (a) enforceability may be limited by bankruptcy, insolvency, or other laws generally affecting the enforcement rights of creditors; and*
  - (b) specific performance is an equitable remedy which may not be available in any particular instance.*
4. *No consent authorization, licence, franchise, permit, approval, or Order of any court or government agency or body is required for the acquisition by the Purchaser or the purchased property.*

*Copy to: Mrs. P. M. Riise, President, Adanac Cement Ltd.,  
11190 Route 2 Hwy., St. Leonard, NB E7E 2T2*

Adapted from Appendix 14 of *Buying and Selling Commercial Property*. The Continuing Legal Education Society of British Columbia.



## EXERCISE 5

You are working in the Legal Support Services department (LSS) of the law firm of Gandhi Wentzell LLP. Ms. Anita Quinn is your supervisor.

She has asked you to prepare the following for a legal support staff seminar. She also tells you that a temp prepared this draft but that it contains some errors that you will need to correct.

Set yourself a production time limit and then prepare the material quickly and accurately.

### PREPARING AN AFFIDAVIT

#### **What is an Affidavit?**

- A formally, legal, written document
- Person making Affidavit called the **deponent**
- Made under oath (swearing to God the information is true) **or** affirmation (telling everyone the information is true) – not both
- Contains important **true** facts, **not opinions**, that the deponent want the judge or master to know about
- Because an Affidavit is sworn or affirmed to be true, it has the same farce and effect as if the facts (evidence) were being given under oat in a court

#### **Affidavit Sections**

1. Style of proceeding
2. Deponent's statement
3. Knowledge statement
4. Body
5. Jurat
6. Exhibits
7. Backing Sheet

#### **1. Style of Preceding**

- **Purpose:** Enables court staff to put documentation into correct court file
- **Information:** Who is suing whom; court file number; court registry; name off document
- **Format:** Varies from province to province (check your precedents)

- **Consistency;** Must stay unchanged throughout life of case unless judge orders otherwise
- **Multiple Affidavits:** For ease of identification put Affidavit number/identification at top right-hand of first page

		This is the 4 <sup>th</sup> Affidavit or	
		<b>PABLO CARLOS RODRIGUES</b>	
		in this case and was made on	
		12/NOV/20—	
		NO. F-487659	
		PRINCE GEORGE REGISTRY	
<b>IN THE SUPREME COURT OF BRITISH COLUMBIA</b>			
BETWEEN:			
	JODI ANGELINA RODRIGUES,		
	PETITIONER,		
AND:			
	PABLO CARLO RODRIGUES,		
	RESPONDENT.		
<b><u>AFFIDAVITS</u></b>			

## **2. Deponent's Statement**

- **Opening Paragraph:** Identifies the deponent – full legal name (capitalized; bolding optional), occupation (with or without initial capital), address, and whether swearing or affirming

I, <b>PABLO CARLOS RODRIGUES</b> , waste management technician, of 4563 Cambie Street, Vancouver, British Columbia V5M 4H9, <b>MAKE OATH AND SAY THAT:</b>
---

**or**

I, **PABLO CARLOS RODRIGUES**, Waist Management Technician, of 4563 Cambie Street, Vancouver, British Columbia V5M 4H9, **AFFIRM AND SAY THAT:**

**or**

I, **ERIC CATRANO**, barrister and solicitor, of 2400 – 1055 West Georgia Street, Vancouver, British Columbia V6E 3R3, **MAKE OATH AND SAY:**

### **3. Knowledge Statement**

- **1<sup>st</sup> Numbered Paragraph:** Identifies deponent's role (plaintiff, petitioner, respondent, claimant, solicitor for the plaintiff, etc.); states that deponent has personal knowledge of the information and facts in the Affidavit (if not, say so)
- When asking judge for temporary Order (interlocutory application), can make Affidavit based on information and believe

1. I am the respondent in this matter and have personal knowledge of the matters herein referred to.

**or**

1. I am solicitor for the respondent on this matter and have personal knowledge of the matters herein referred to.

**or**

1. I am the respondent in this matter and have personal knowledge of the matters herein referred to by me except where indicated to be on information and belief, and where so stated I verily believe them to be true.



- **SOS** = Simple, organized, short
- Use headings if this will help
- Number each paragraph starting with Knowledge Statement
- Number each page
- Ensure all statements are **consistent** with other Affidavits the deponent has sworn as well as within specific Affidavit
- Ensure that **no emotions** are expressed in Affidavit (how deponent felt or reacted is a know-know and the court is not interested); avoid use of "always" and "never"
- **Caution:** If there are keying and grammatical errors the judge will think that the deponent has not read the Affidavit before signing it

- Set tabs for parentheses and signature line
- Select appropriate wording – **SWORN BEFORE ME** or **AFFIRMED BEFORE ME**
- Check date style precedent (12/NOV/20-- or the 12<sup>th</sup> day of November, 20--)
- Affidavit must be sworn/affirmed in front of a Commissioner for Taking Affidavits or lawyer (i.e., notarized)
- Commissioner or lawyer must see deponent sign; if your lawyer is deponent, have another lawyer sign as commissioner
- Name stamp must go under jurat

---

---

**PABLO CARLOS RODRIQUES**

## **6. Exhibit**

- **What it is:** Document (receipt, speeding ticket, letter, bank statement, doctor's note/report, etc.); or image (photograph, drawing, etc.) attached to and forming part of Affidavit – anything that can be shown on paper can be an exhibit
- Exhibits are **hearsay**
- **Purpose:** To support facts described in Affidavit
- **Reference:** Exhibits must be referenced (in sequence) in Affidavit – "A", "B", "C", etc.
- **Exhibit Stamp:** Must be put on the first page of each exhibit – must not cover document wording; remember to complete exhibit stamp
- **Page Numbering:** Consecutive, starting at 1, irrespective of number on exhibits attached; e.g., 4 exhibits with 4, 2, 3, 4 pages would be numbered 1 through 13

4. Attached hereto and marked Exhibit "A" is a letter from Dr. Marjorie Tunstall dated January 9, 20-- which I received via e-mail on that date.
5. Attached hereto and marked Exhibit "B" is a report from Dr. Marjorie Tunstall dated March 28, 20-- which I received via courier on March 29, 20--.
6. Attached hereto and marked Exhibit "C" is a photograph of my injured leg taken by Constable Celia Leung at my residence at approximately 8.00 p.m. on April 4, 20--.

This is Exhibit "\_\_\_\_" refer to in the  
Affidavit of \_\_\_\_\_  
sworn (affirmed) before me at  
\_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20--  
\_\_\_\_\_  
A Commissioner for Taking Affidavits  
in the Province of British Columbia

## **7. Backing Sleet**

- Three sections: Style of proceeding; name of document between horizontal lines; lawyer/law firm contact information – Use precedent
- Attach to back of document – facing outwards



### **EXERCISE 6**

Today is November 14. You are working for Alejandro Martinez in the Charlottetown office of the law firm of Gandhi Wentzell LLP. Right now Mr. Martinez is in a meeting with a client, Mr. Dider Baraka Nkaisserry. Mr. Martinez calls you into his office and hands you the client's Birth Certificate and asks you to prepare a Notarial Certificate.

You locate the following precedent in the Gandhi Wentzell precedents that you think will work.

You make a note of the details on the Birth Certificate: It is dated May 23, 1994 and is numbered AF-15-94643.

Set yourself a production time limit and then prepare the document quickly and accurately.

## NOTARIAL CERTIFICATE

**CANADA**

**PROVINCE OF [NAME OF PROVINCE]**

**TO ALL WHOM THESE PRESENTS MAY COME, BE SEEN, OR KNOWN**

I, **[NAME OF LAWYER]**, a Notary Public in and for the Province of [Name of Province], by royal authority duly appointed, residing at the City of [Name of City], **DO HEREBY CERTIFY AND ATTEST** that the paper-writing hereto annexed is a true copy of the document produced and shown to me and purporting to be:

the [Name of Document] of **[NAME ON DOCUMENT]**, numbered  
[Number of Document], and dated [Date of Document]

the said copy of the above-noted document having been compared by me with the said original document an act whereof being requested, I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name, and affixed my notarial seal of office, at the City of [Name of City], this [Date] day of [Month], [Year].

[Affix notarial seal]

\_\_\_\_\_  
**[NAME OF LAWYER]**

A Notary Public in and for the  
Province of [Name of Province]