

UNIT 2 **Working in a Law Firm**



WORD PRACTICE

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

lawyer

secretary

partner

support

associate

advice

articling

ethics

administrator

trust

assistant

account

paralegal

fees

clerks

retainer

law

disbursements

firm

dockets

PHRASE PRACTICE

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

partners of the law firm

managing partner and office administrator

junior lawyers or associates

legal assistants/paralegals/and law clerks

legal secretaries/administrative assistants

legal support staff

legal ethics

fees and disbursements

trust account

articling student

1-MINUTE TIMINGS

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

TIMING 1

Law firms are partnerships in which usually all of the
partners are lawyers. Because few lawyers are experienced
in office management, most law firms employ an office
manager or administrator to oversee the day-to-day running
of the law firm. Sometimes a senior partner, often known as
the "managing partner," takes on the responsibilities of
running the law firm.

.....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-
versity degree, go to law school for approximately three
years, and then article in a law firm for a one-year period.
During that one-year period, student lawyers have an oppor-
tunity to see how a law firm and the law really function.

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If the student performs well, she or he might be hired by 66
the law firm on a permanent basis at the end of the 76
articling period. 79

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TIMING 3 (1 MIN)

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
make it mandatory for the provincial law society to review 88
any advertising copy and suggest changes to prevent any 98
possible rule infractions. 103

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TIMING 4 (1 MIN)

*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 not involve court appearances. 71 77

TIMING 5 (1 MIN)

Many large law firms have a ratio of two or more legal support staff to each partner. "Legal support staff" includes law clerks/paralegals/legal assistants; legal secretaries/administrative assistants; librarians, research assistants; receptionists; switchboard operators; and mailroom, filing, central services (information management/technology), and accounting personnel. The only way that law firms receive money is by billing clients. It's of prime importance, therefore, that all legal office personnel provide quality service.

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

Did you achieve your speed and accuracy goals on at least one of the timings? If not, repeat the timings.

COMPREHENSION 1

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 _____.

Check your answers with your instructor.

SENTENCE PRACTICE

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 file.

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 service, and the amount of the retainer fee to be given 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 the client is really serious about hiring the law firm to represent him or her.
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, fax charges, 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, a lawyer must **not** use this money for her or his own use.

2-MINUTE TIMINGS

Read the following passages carefully. Set your speed and accuracy goals, and 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 quick- 83
ly and accurately, and have the ability to follow instruc- 94
tions precisely. 97

All legal secretaries/administrative assistants and legal 108
assistants/paralegals/law clerks must be familiar with a 119
wide range of computer software and hardware. They must 129
know the quickest and easiest method to produce top-quality 140
legal documentation. 144

A sound knowledge of legal office procedures as well as a 155
general background knowledge of law is essential in these 166
positions. 168

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TIMING 2 (2 MIN)

The role of a paralegal/legal assistant/law clerk is somewhat difficult to define, because the job title means different things in different law firms and in different provinces. For example, in some law firms paralegals are senior legal secretaries or administrative assistants. In other firms, they are lawyers who qualified in another province and are applying for admission to the bar in the province in which they are working. In certain provinces, independent paralegal service companies have been established.

There is a considerable difference in the work that these people with the same title might be doing. While some provinces have specialized courses for law clerks and paralegals, others do not. The work of personnel with these job titles can include performing senior legal secretarial functions, assisting lawyers in preparing for trial, attending with the lawyer in the courtroom, interviewing witnesses, drafting legal documentation, maintaining contact with clients, conducting legal research, etc. One thing is certain, currently ONLY lawyers can give legal advice.

Since 2007, the Law Society of Upper Canada in Ontario has regulated that province's paralegals. In contrast, the Law Society of BC does not currently certify its province's paralegals; however, it is looking at expanding their roles.

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TIMING 3 (2 MIN)

Law firms, especially large ones, offer services in 10
a variety of areas, such as aviation, banking, bankruptcy, 21
engineering, entertainment, insurance, immigration, ship- 32
ping, land claims, real estate, taxation, wills and estates, 43
securities, personal injury, medical malpractice, criminal 54
law, family matters (divorce, separation, child custody/ 65
access/support, adoption), corporate law, trademarks, pat- 76
ents, copyright, workers' compensation, international law, 87
administrative law, constitutional law, etc. 95

Clients who need legal advice but cannot afford it may 105
apply for legal aid from their province via such agencies 116
as Legal Aid Ontario, Legal Aid Manitoba, and Nova Scotia 127
Legal Aid Commission. Obviously, all legal aid applications 138
are reviewed carefully to ensure that the client is really 149
in need of money (i.e., no income or on social assistance) 160
and legal advice. Legal aid covers certain legal problems 171
such as criminal cases where, if the person is convicted, 182
they will go to jail, lose their way of earning a living, 193
or face deportation. It also provides duty counsel lawyers 204
to assist unrepresented people in court. 212

Clients who don't qualify for legal aid have to pay 222
their own legal fees. While traditionally law firms have 233
billed at fixed hourly rates, many charge flat fees for 243
standard jobs, but offer volume discounts and other crea- 254
tive billing methods such as blended rates. 262

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TIMING 4 (2 MIN)

Many law firms, both large and small, are highly automated. They have to be in order to keep up with the exceptionally high volume of paperwork. Very few legal documents are keyed just once. The majority of documentation is drafted and amended several times before it leaves the law firm. Word processing is, therefore, one of the main types of software used in most law firms.

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

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

COMPREHENSION 2

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

PARAGRAPH PRACTICE

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 on law firm computers, many standard legal forms are available on-line. For example, court documents are on some provincial Ministry of Attorney General websites. You select the court document you want to prepare and a template is displayed on your computer screen in PDF and/or XML tagged PDF. 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 have copies for your client file. Another consideration is that large blank spaces on a document should be filled with a Z-ruling, 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 (see p.255).

PARAGRAPH 2

Legal instruments comprise three parts:

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

The **heading** (recital) of a legal instrument normally specifies the nature of the document and the parties to the document. For example, the following is the heading of an Agreement between two women, one named Monteith and the other, Chenoweth, and a man named Salbaing. Note the capitalization and spacing of the recitals and copy them carefully.

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

BETWEEN:

KATHLEEN ANDREA MONTEITH, Electrician,
and MELISSA JANA CHENOWETH, Banker,
both of 309-95 Chipstone Close, in the
City of Halifax, in the Province of
Nova Scotia B3M 4J8

(hereinafter called "Monteith" and
"Chenoweth"),

OF THE FIRST PART;

AND:

CLAYTON EDGAR SALBAING, Consultant, of
2457 Olympic Court, in the City of
Halifax, in the Province of Nova Scotia
B3K 5W1

(hereinafter called "Salbaing"),

OF THE SECOND PART.

PARAGRAPH 3

When a party to a legal instrument is a company, the recital is a little different. The following is an example of the recital in the heading of an Agreement between a married couple named Dalzell and Studio 8 Clothing Co. Ltd. Note particularly that Studio 8'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:

DEREK JAMES DALZELL, Athlete, and
MARILYN PRUDENCE DALZELL, Homemaker,
both of 1186 Atlantic Avenue, in the
City of Winnipeg, in the Province of
Manitoba R2X 1M1

(hereinafter called "the Dalzells"),

OF THE FIRST PART;

AND:

STUDIO 8 CLOTHING CO. LTD., a company
incorporated pursuant to the laws of
the Province of Manitoba, having its
registered office at 1359 Plessis Road,
in the City of Winnipeg, in the
Province of Manitoba R2C 2Y7
(Incorporation No. 123,456 - May 18, 1995),

(hereinafter called "Studio 8"),

OF THE SECOND PART.

The lawyer handling the matter may refer to the Dalzells as "the
Party of the First Part" and Studio 8 as "the Party of the Second
Part."

PARAGRAPH 4

The paragraphs (commonly called "clauses" or "provisions") 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 [1", 2.5 cm] 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. To speed the process of triple-spacing between paragraphs when using word processing software, set the paragraph format "after" spacing or prepare a macro (stored keystrokes) to effect the equivalent of triple-spacing. The following is an example of a clause in the body of a legal instrument.

WHEREAS there is an Agreement between Suzette and Philippe dated the 9th day of March, 20--;

AND WHEREAS there is an existing. . .

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 the witness places his or her name, address, and occupation 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)

ASHLEY KIT WONG

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

Name)

Address)

Occupation)

JESSICA IVY WONG

PARAGRAPH 6

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

SWORN BEFORE ME at the City)
of Edmonton, in the Province)
of Alberta, this day of)
September, 20--)

-----)
A Commissioner for Oaths)
in and for the Province of)
Alberta)

JASWINDER PARMJIT

Notice that the first three words of the jurat are in
uppercase.

3-MINUTE TIMINGS

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

TIMING 1

Most law firms generate vast amounts of paperwork both in 11
the form of correspondence and documentation. For this 21
reason, many law firms spend considerable sums of money 31
buying state-of-the-art equipment to increase productivity. 42

All correspondence and documentation is a reflection of 52
the quality of the firm. If a letter sent to a client con- 63
tains errors, the client may wonder how competent the law 74
firm will be in representing him or her. If documentation 85
is prepared incorrectly it may be rejected by a court 95
registry (court documents) or land title office (convey- 106

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ancing documents). This could result in significant finan- 117
cial losses to the law firm, as well as the loss of a 127
client. 128

Legal correspondence does not vary much from any other 138
office correspondence, except that the wording may be in 149
legalese. You may discover outdated forms of address on some 160
older correspondence in your law firm. For example, years 171
ago, some lawyers addressed letters to other partnerships 182
(law firms, accounting firms, etc.) using the formal 192
"Messrs." (plural of "Mr."). The inside address was, for 203
example, Messrs. Patterson, Lovejoy & Co. The modern form 214
of this inside address would be: Patterson, Lovejoy LLP. 225
"Mesdames" was used in the same way as "Messrs." but refer- 236
red to a partnership consisting entirely of women. As many 247
law firms have male and female partners, the term "Messrs." 258
is **rarely used**; however, when writing to a partnership and 269
using an attention line, you may see the salutation: Dear 280
Sirs/Mesdames. 282

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TIMING 2 (3 MIN)

Another traditional style seen in inside addresses is 10
the use of "Esq." and "Q.C." The term "Esq." means "Esquire" 21
and is a term of respect that is placed after a man's last 32
name instead of placing "Mr." before the name. You may see 43

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the use of "Esq." in many **old** legal journals and law reports. 55

"Q.C." (Queen's Counsel) is an honorary title. Many 65
jurisdictions have stopped conferring, or have modified, 76
this title; for example, Manitoba lawyers with exemplary 87
service now receive the designation "S.C." (Senior Counsel). 98
When writing - in the traditional manner - to a male lawyer 109
who is an S.C., the inside address would read: P. S. 119
Lovejoy, Esq., S.C. Using the modern style, it would read: 130
Mr. P. S. Lovejoy, S.C. 134

Four other variances in legal correspondence relate to 144
format, special notations, subject lines, and complimentary 155
closings. 156

Letter Formats: Most law firms use full-block letters (all 167
elements begin at the left margin) because they are quicker 178
to prepare. More traditional law offices, however, prefer 189
to use an indented paragraph style. The paragraph indenta- 200
tions may be five [1.25 cm, ½"] or ten spaces [2.5 cm, 1"]. 211
Ten spaces is the more traditional format. 219

Special Notations: Because of the confidential nature of 230
legal work, many letters and envelopes will be marked 240
PRIVATE AND CONFIDENTIAL or CONFIDENTIAL. Another special 251
notation is WITHOUT PREJUDICE. This notation appears only 262
on the letter, **not** on the envelope. The WITHOUT PREJUDICE 273
notation means that the contents of the letter cannot be 284

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used as evidence in court. Opinion letters (a lawyer's
opinion regarding, for example, a court case), offers of
settlement, etc., are examples of correspondence that may
have the WITHOUT PREJUDICE notation on them.

Subject Lines: Law firms make extensive use of subject
lines. It is quite usual to have a three- or four-line
subject line containing client names, topic, file numbers,
etc.

Complimentary Closings: The complimentary closings of most
law firm correspondence are similar to those used in other
offices. The name of the law firm is usually keyed in
capital letters, a double space below the closing. This is
followed by "Per:" and the lawyer's name.

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TIMING 3 (3 MIN)

*Legal documents fall into two categories: (i) legal
instruments; and (ii) court documents. Legal instru-
ments are documents used for other than court purposes,
so they do not have to be registered in a court registry.
Examples of legal instruments are Wills, Powers of Attor-
ney, Statutory Declarations, Notarial Certificates, and
Agreements. Court documents, as the name implies,
are used for court purposes and are registered in a*

court registry. Examples of court documents are Writs, 95
Petitions, Affidavits, and Orders. Whenever you refer 105
to a specific legal document, whether it is a legal 115
instrument or a court document, most law firms will 125
ask you to use an initial capital letter. 133

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. The second page of a court 221
document or legal instrument has 2.5 cm top and 230
bottom margins and, again, a 4 cm left margin. Wills 240
usually have a 4 cm top margin on the second and 249
successive pages. Most legal documents have page 258
numbers at the top of the second and succeeding pages; 268
however, Wills are generally numbered at the bottom 278
of the page. A special feature of legal documents 287
is that the last page is not numbered. In addition, 297

some legal documents have backing sheets to identify 307
who (the lawyer and law firm) prepared the document. 317

COMPREHENSION 3

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 persuant to the laws of the Province of Saskatewan.
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 places his or her name, address, and occupation is called the "attestation clause."
9. The legal instrument was signed, sealed, and deliver in presence of ADRIENNE LORETTE DUPLESSIS.
10. She is a Commission for Taking Affidavits
11. When addressing correspondence 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.

Check your accuracy with your instructor. If you made any errors, drill the words for one minute.

5- OR 10-MINUTE TIMINGS

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

TIMING 1

In all legal work, you must be very careful in keying 10
names. The spelling must be correct and you must never 20
change the name in any way. Many people new to the legal 31

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field fall into the trap of changing the names of companies. For example, if a company is registered (with a provincial corporate registry) as "Parnell Enterprises Co. Ltd.," that is the way you must key the name. If you were to key the name as "Parnell Enterprises Company Limited," this would be incorrect. You must, therefore, be alert and never jump to conclusions as far as names are concerned.

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

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

Names of legal documents are often capitalized; for example, Will, Statutory Declaration, Power of Attorney, Representation Agreement, Notice of Civil Claim, Promissory Note, Affidavit, and Order.

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

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

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

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TIMING 2 (5 OR 10 MIN)

Legal documents fall into two main categories: 10
(i) legal instruments; and (ii) court documents. 19
Legal instruments are generally not used for court 29
purposes whereas court documents are. This means 38
that a court document is usually filed in a court 47
registry whereas a legal instrument is not. If you are 57
working in civil or criminal litigation, including 67
family law, you will be involved in preparing court 77
documents. Some documents in the wills and estates 87
area of law are also court documents. However, if your 97
lawyer is not involved in court work, you will be key- 107
ing primarily legal instruments. 113

Examples of common legal instruments are Agree- 123
ments, Statutory Declarations, Notarial Certificates, 133
Powers of Attorney, Representation Agreements, and 143
Releases. 144

Agreements , or Contracts, are documents that 153
set out the terms of an agreement between two or more 163
parties. The parties may be either individuals, com- 173
panies, financial institutions, etc. The names, add- 183
resses, and occupations of the parties are set out in the 194

heading of the Agreement. If the party is a corporation, 205
the address of the registered office of the corporation, 216
together with the incorporation number and date of 226
incorporation, are specified. You will find this informa- 237
tion in the corporation's Records Book. 244

The body of the Agreement or Contract sets out the 254
terms that have been agreed to by the parties. 263

The end of the document is signed by all parties 272
to the Agreement or Contract and their signatures are 282
witnessed. 284

Examples of popular types of Agreements or Con- 293
tracts are Retainer Agreements (that set out the work to 304
be performed by the law firm, the fees, and the amount 314
of the retainer fee - client's up-front deposit); Licensing 325
Agreements (that stipulate the rules and regulations 335
under which software companies issue software to cus- 345
tomers); Employment Contracts (that outline the terms 355
of employment between an employer and an employee); 365
Marriage Pre-Nuptial Agreements (that establish the 375
ownership of property prior to and during a marriage); 385
and Separation Agreements (that outline the terms and 395
conditions of a separation between a husband and a 405

wife or partners). 408

While these Agreements are generally not filed in 418
a court registry, a Pre-Nuptial Agreement is normally 428
filed in a land title office if the Agreement contains 438
provisions relating to real property (land/real estate). 449
A Separation Agreement may be filed in a provincial 459
Family Court if the parties so request. 466

Statutory Declarations are statements of fact that 476
are required for certain government agencies, includ- 486
ing land title offices. They are not usually used for 496
court purposes. A person signing a Statutory Declara- 506
tion is called a "Declarant." 511

A Notarial Certificate is a document that authen- 521
ticates another document. For example, if a client 531
required a notarial copy of her Birth Certificate, she 541
would take the original Birth Certificate to her lawyer, 552
who would examine it and then prepare and sign a 561
Notarial Certificate (with a photocopy of the Birth 571
Certificate attached). The Notarial Certificate would 581
state that the attached copy of the Birth Certificate was 592
a true copy of the original Birth Certificate presented 603
to the lawyer. 613

A Power of Attorney (whether Non-Enduring or 622
Enduring) is a document in which someone gives 631
another person (called the "Attorney" - not to be con- 641
fused with the term "lawyer") authority to act on his 651
or her behalf. A Representation Agreement is a docu- 661
ment in which someone gives another person (called 671
the "Representative") authority to handle financial, 681
legal, personal care, and health care decisions. Both 691
of these documents are common between family mem- 700
bers, especially when an elderly member of the family 710
wants a younger member to handle her or his banking 720
affairs or to act on her or his behalf in the event of a 731
debilitating illness. 735

Releases are documents that release one party 744
from making further claims from another party. For 754
example, if your mother died and left you a gold ring 764
in her Will, when the Executor of the estate had given 774
you the ring, he or she would ask you to sign a Release 785
so that you could not at a later date come back and 795
say that you never received the gift. 802

TIMING 3 (5 OR 10 MIN)

Examples of court documents are Notices of Civil 9
Claims, Counterclaims, Petitions, Notices of Application, 20
Affidavits, Orders, Statements of Claim, Subpoenas, etc. 31
The documents required for any given court case will vary 42
with the proceedings initiated. One thing is common to all 53
court documents: they must be filed in a court registry 63
either in person or electronically (in .pdf or similar 73
format). 74

While the formats of court documents vary slightly 84
from province to province, most court documents have a sim- 95
ilar heading called a "style of proceeding" or "cause of 106
action." The style of proceeding consists of the action 116
number (court file number), the name of the court registry 127
in which the document will be filed, the name of the court 138
in which the document will be presented, and the name of 149
the parties and their titles. The parties' titles are 159
usually "Plaintiff" and "Defendant" or "Petitioner" and 169
"Respondent." If the court document is to be filed in an 180
appeal court, then the titles of the parties will be 190
"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

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

The ending of a court document depends on the type 255
of document being prepared; however, most court documents 266
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- 317
quire backing sheets in some jurisdictions. While the format 328
of a backing sheet varies, the information includes: action 339
number; court registry name; court name; party names and 350
titles (shown in the style of proceeding); document name; 361
name, address, telephone and fax numbers, and e-mail address 372
of the lawyer/law firm filing the document in court; initials 384
of the lawyer; and client file number. In Ontario, the 394
lawyer's 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 437
mode, with the information keyed in the centre third of 447
the letter-sized backing sheet so that the document could 458
be folded in three and the backing sheet information dis- 469
played. If legal-sized paper was used, the backing sheet 480
information was keyed in the second quarter from the left 491
and the document folded to display the backing sheet infor- 502
mation on one quarter. Now that the majority of court docu- 513
ments and legal instruments are prepared on computers, it 524
is often quicker and easier to produce backing sheets with 535

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

the information keyed down the page in portrait mode 545
(rather than in landscape mode); however, this means that 556
the backing sheet cannot be folded in an attractive manner. 567
It may be only a matter of time before backing sheets 577
become obsolete across Canada. 583

When a court document is filed in a court registry, 593
several copies of the document must be presented and any 604
applicable court filing fees paid. The original document 615
is stamped with a court stamp and the date of registration, 626
and kept in the court files. Copies of the document are 636
stamped and returned to the person filing the document. 646
As more court registries adopt e-filing, new procedures 656
are constantly being developed. 662

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

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, as quickly and accurately as you can.

ad valorem
ipso facto
bona fide
aliunde

according to value
by the fact itself
in good faith
from another source

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

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

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 material 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
CUFFARI, ORF, ZULY LLP
Barrister and Solicitors
800-1545 Carling Avenue
OTTAWA, ONTARIO
K1Z 8P9

Tel: (613) 729-5432
Fax: (613) 729-8166
E-mail: jcuffari@coz.ca
LSUC#: 12345M

JC/(Your initials)

File No. 34,789/5

EXERCISE 3

Read the following letter carefully, watching for errors. 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, Bolivar &
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 the Purchaser;
3. 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 examined 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, and 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 by and are valid and legally 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 New Brunswick and is in good standing with respect to the filing of Annual Reports in the

Office of the New 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.*

Yours very truly

HEENAN & HAMATAKE LPL

Per:

J. B. Hamatake

JBH/(Your initials)

*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.