

## APPENDIX D

### NON-DDL MODULE

#### DESCRIPTION OF THE MODULE: NON-DDL APPROACH

Law students at tertiary institutions in Malaysia, in general, and at University Sultan Zainal Abidin (UniSZA), in particular, need to possess linguistic knowledge (lexico-grammatical patterns/collocations) and master linguistic skills as a means of successful communication both at academic and professional levels. Writing essays (i.e. Problem-Question essays) in Law of Contract courses is one of the skills assessed through students' performance in the course assignments and tests. However, it was found from the students' writing samples that lack of linguistic knowledge (as evident from numerous lexical and syntactical errors) has deterred the smooth running of sentence flow and organisation. One of their major deficiencies is with prepositions and their colligations. The errors come in the forms of substitution, deletion, and wrong collocation. Since colligations of prepositions are expressions of legal knowledge (Bhatia, 1993), and since grammar is "...the powerhouse of a language" (Halliday, 1998: 307), having competence in collocation is deemed necessary to achieve an advanced level of legal English proficiency.

This module is designed based on learners' major errors or 'lack' of colligations of prepositional patterns. There are six lessons altogether and each lesson comprises three or four prepositional patterns. The approach for teaching the course is the conventional (structural) approach (CA) with the emphasis on rules and practice employing the PPP (Presentation, Practice, Production) procedures. In this teacher-led or deductive approach, teachers take a full command of the classroom by presenting the do's and the don'ts, and learners the passive recipient of knowledge.

This module is prepared for undergraduate law students at UniSZA, in which their English levels of proficiency range from lower and higher intermediate to advanced. The objectives of preparing this module are to:

1. enable learners have a good grasp of the knowledge of prepositions.
2. assist learners to know the meanings of prepositions.
3. enhance learners' production of accurate sentences using correct prepositions.

## ENGLISH FOR ACADEMIC LEGAL PURPOSES

### Lesson 1

**Duration: One hour 30 minutes**

**Category 1: *bind* and its lemmas (*binding, bound* + prepositions)**

#### **Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions following the words *bind, binding, and bound* .
2. tell the meanings of the prepositions.
3. produce well-formed sentences based on the knowledge of prepositions.

#### **1. Presentation (50 minutes)**

##### **Definitions of Prepositions**

1. A preposition is ‘a word that indicates a relation between the noun or pronoun it governs and another word, which may be a verb, an adjective, or another noun or pronoun’ (Huddleston, 1984:336).
2. A ‘preposition expresses a relation between two entities, one being that represented by the prepositional complement’ (Quirk et al., 1972:306).

## Lists of Prepositions:

### List 1: Single-word Prepositions

**Table 1: List of Single-word Prepositions (adapted from Quirk & Greenbaum, 1985)**

about	at	concerning	in	Outside	to
above	before	considering	inside	Over	towards
across	behind	despite	into	Past	under
after	below	down	like	Per	until
against	beneath	during	near	Plus	upon
along	beside	except	of	Regarding	verses
amid	between	excluding	off	Round	via
among	beyond	following	on	Since	with
around	but	for	onto	Than	within
as	by	from	opposite	Through	without

### List 2: Two-word Prepositions (adapted from Quirk & Greenbaum, 1985)

according to	away from	inclusive of	pertaining to
ahead of	back of	inside of	preliminary to
along with	because of	instead of	preparatory to
apart from	close to	irrespective of	prior to
as for	contrary to	near to	pursuant to
as from	depending on	next to	similar to
as of	devoid of	off of	subsequent to
as per	due to	out of	together with
as to	except for	outside of	void of
aside from	for all	owing to	with all

**List 3: Three-word and Four-word Prepositions (adapted from Quirk & Greenbaum, 1989)**

at a cost of	in comparison with	in the case of
as opposed to	in compliance with	in the face of
at the expense of	in connection with	in the light of
at the hands of	in contact with	in the process of
at variance of	in contrary to	in view of
by dint of	in exchange for	on behalf of
by means of	in favour of	on pain of
by virtue of	in front of	on someone's part
by way of	in lieu of	on grounds of
for the sake of	in line with	on the ground of
for want of	in need of	on the part of
from want of	in place of	on the matter of
in accordance to	in pursuance of	on the strength of
in addition to	in quest of	on top of
in aid of	in relation to	the same as
in back of	in respect of	with the exception of
in behalf of	in return for	with/in reference to
in case of	in search of	with/in regard to
in common with	in the aftermath of	with respect to

## The Meanings of Prepositions

The most basic meanings of prepositions are to convey location (place /goal/ path/ source ), temporal (time) and extent (distance and duration) using the prepositions such as *at, to, in, by, over, under, down, through, for, between, up, after, since*, etc. The prepositions *at* and *in*, for example are always used to indicate location (place) of someone or something, e.g. *The defendants are waiting eagerly for their legal advisers to arrive at the court. The lawyers are in the elevator.* This way, *in* is semantically perceived as surrounded or contained by something. The preposition *to* is also a preposition of location. But it is used to indicate goal (the intended direction), e.g. *The lawyers are now heading to the court chambers.* Another preposition of location, i.e. *through* is used to indicate path, as in the sentence: *They have moved through the tunnel,* etc. In this case, the meaning is understood as literal.

However, when prepositional phrases function as adjunct, post-modifier, disjunct, or complementation to verbs or adjectives as shown below, the meanings of prepositions depend on the functions of the prepositional phrases. See the functions below:

### 1. Adjunct

e.g. The lawyers were present **at** the court. The meaning of the preposition is to indicate location

### 2. Postmodifier in a noun phrase.

(a). The agreement **on** this contract was concluded.

e.g. To express **concerning/about**

(b). The Court **of** Appeal has just passed the verdict.

e.g. To express **genitive**

3. Complementation of a verb

e.g. Section 7 provides **for** the form of acceptance.

To make law provision

4. Complementation of an adjective

e.g. The student is keen **on** studying law.

To be too interested in doing something

5. Disjunct

(a). To express comparison: *as opposed to, in contrast to, contrary to*, etc.

e.g. The contract was drawn orally, as opposed to a written one, between the two parties.

(b). To express exception: *except for, with the exception of, except, but*, etc.

e.g. Everyone has to be present at the hearing, except for small babies.

6. Conjunct

(a). To express concession: *in spite of, despite*, etc.

e.g. Despite his death, the contract is still binding.

(b). To express reference: *with regard to, with reference to, as to, as for*, etc.

e.g. With regard to the above provision, a contract can be concluded by silence.

Halliday (1985; 1994; 2004) proposes that there are nine main types of circumstantial semantic functions of prepositions (prepositional phrases functioning as adjunct); that is, to express location, extent, manner, cause, contingency, accompaniment, role, matter, and angle. For the location and extent, the description and samples were already given as above, but for the rest of the semantic functions, see the samples below:

## A. Prepositional phrases functioning as adjunct

1. Cause, reason, motive: e.g. because of, for, on account of, etc.

e.g. *The case was closed for lack of evidence.*

2. Purpose, intended destination: for,

e.g. *The evidence was gathered for tomorrow's court proceedings; We gathered here for hearing the verdict.*

3. Recipient, goal, target: for, to, at,

e.g. *The defendant shouted at the judge.*

4. Source, origin: from,

e.g. *The witness is from overseas.*

5. Manner: with, like, in ...manner,

e.g. *The court proceedings go on today in a slow manner.*

6. Means, instrument: by, with, without,

e.g. *The contract was concluded by silence.*

7. Instrument, agentive: with, by (passive voice),

e.g. *They were defended by competent lawyers.*

8. Stimules: at,

e.g. *They were alarmed at the breaking news.*

9. Accompaniment: with,

e.g. *The defendant was present at the court with the highest paid attorney.*

10. Support, opposition: for, with, against,

e.g. *The case was supported with strong evidence.*

## B. Prepositional phrases functioning as postmodifiers of noun phrase

1. Genitive/possessive: of,

e.g. *a breach of contract, the rights of the public*

2. Having: of, with, without,

e.g. *a woman with /without many heirs; a man of courage*

3. Origin: from,

e.g. *the witnesses from overseas*

4. Purpose: for,

e.g. *a search for the case*

## C. Prepositional phrase functioning as disjunct or conjunct.

1. Concession: in spite of, despite, e.g. *Despite his death, the contract is still binding.*

2. Reference: with regard to, with reference to, as to, as for,

e.g. *With regard to the above provision, a contract can be concluded by silence.*

3. Exception: except for, with the exception of, except, but, etc.,

e.g. *Everyone has to be present at the hearing, except for small babies.*

4. Negative condition: but for,

e.g. *But for this mysterious case, we would have lost the case.*



#### D. Prepositional phrase functioning as complementation of verb/adjective

1. Subject matter, concerning: about, on,

e.g. *They agreed on the terms of contract, argue on, learn about, be reasonable about, etc.*

2. Ingredient, material: with, of, out of,

e.g. *The court was built out of bricks.*

3. Respect, standard: at, for,

e.g. *He's good at law.*

4. Reaction: at, to, with and other prepositions

e.g. *We were glad at winning the case; I was disappointed with the courts' decision; Everyone was sorry about the death of Lord Denning.*

You may use this note as reference. The meanings of prepositions can be determined according to the contexts of the sentences. We may have noticed that the contexts of sentences may give us different meanings. Let's study module 1 and see how the notes above may guide us in providing the meanings of the prepositions in this lesson and the next lesson we are going to learn.

#### **Bind**

**Bind** may accept several prepositions (e.g. *to, up, by*, etc.). The examples are:

1. This might **bind** Mr K. **to** such contracts.
2. It is the practice of the Registry **to bind up** in the land or charge certificate.
3. Where conditions are incorporated by reference it is also prudent and, according to some authorities, necessary, to offer to the party whom it is sought **to bind by** them a reasonable opportunity for inspection.

**Bind** actually functions as a transitive verb, and it directly requires a direct object. See the examples below.

1. Article 6 provides that unfair terms shall not bind the consumer but that the contract shall continue to **bind the parties** upon the remaining terms if it is capable of continuing in existence without the unfair terms.
2. It is therefore vital that a business which seeks to have its terms accepted by a trading partner should have them accepted by someone with authority **to bind the trading partner**.
3. The authority of individual partners **to bind the firm** can be properly circumscribed by agreement in effective variation of the basic principle set out in this section.
4. However, there is no doubt that many express terms which **bind the employee** to devote his time to his employment and to devote his energies to furthering his employer's business contemplate control over his skill and knowledge.
5. The extent to which one partner may **bind the firm** must be settled by agreement at the outset.

## **Binding**

When **binding** acts as a verb complement, it does not stop there. It needs an object. In this case, only two prepositions shall be used: **on** or **upon**. For example, we can say:

**The contract becomes binding.**

But the sentence actually goes on- **binding on/upon what/ whom?**

So, the sentence will look like this.

**The contract becomes binding on/upon the offeror.**

The prepositions **on/upon** (synonymous in meaning) always follow the word **binding**.

See the examples.

Other examples:

1. In America, it is settled by convention that law is made by statutes enacted by Congress or the state legislatures in the manner prescribed by the Constitution, and in England that decisions by the House of Lords are **binding on the lower** courts.
2. House of Lords are **binding upon all other courts** trying civil or criminal cases.
3. But no such agreement will be **binding on third parties** save to the extent that they have knowledge thereof.
4. Consider whether this is **binding on C** who purchases the book from a retailer and wishes to re-bind it and use it in a private lending library.

The word **binding** also may be followed by other prepositions such as **in, as,** and **for** in the sample sentences below.

1. Did he mean that the constitution must exist prior in time to the government or that the principles of the constitution should be superior in character, and **binding in authority,** to the actions of government?
2. Hence a decision of the Judicial Committee of the Privy Council (which is the ultimate court of appeal for decisions reached in Commonwealth courts) will not be **binding as ratio decidendi;** it falls into the category of obiter dictum.
3. Hence all accountants in the case were said to be acting as experts and not as arbitrators, and the determination was to be final and **binding for all purposes.**

You may also notice that **binding** is also a verb originating from the word **bind** in these sample sentences below.

1. The agreement is capable of **binding** the offeror. ( a verbal noun (gerund) after the preposition)
2. A treaty **binding** the two nations was drafted by each lawyer. (which binds)

Therefore, they do not require prepositions after them.

## **Bound**

The prepositions **to, for, and in** are some prepositions which follow the word **bound**. **Bound** also follows the to-infinitives (e.g. to work, to play, to try, etc). Do not be confused with **bound** + preposition *to*.

For examples:

They are **bound to apply and deal** with the issues.

The judge is **bound to leave** provocation.

The examples of **bound** + prepositions are shown below.

1. To hold a party **bound by** the terms of a document which reasonable persons would assume to be no more than a receipt is an affront to common sense.  
(obliged)
2. The defendant admitted that in previous dealings he had often received a similar document, though he had never bothered to read it, and he was now held to be **bound by** it.  
(obliged)
3. The appellant therefore was **bound by** the pro forma.  
(obliged)
4. A board of plane is believed to be **bound for** Florida.  
(moving towards)
5. The couple is **bound for** eight years to serve the prisoners.  
(obliged to perform an action)
6. Even if the offeree does nothing, he will still be **bound to** a contract.  
(tied/restricted)
7. The jurists are **bound to** their traditional procedures.  
(tied/restricted)
8. The debtors are **bound to** him to pay a huge sum of money.  
(tied/restricted)

9. Parents become contractually **bound in** support of their children.  
(tied/restricted)
10. The court's evidence was **bound in** blue.  
(covered)

Note: You may determine the semantic functions of the phrases above by referring to the notes given earlier.

Notes on Translation: You may realise that *binding on/upon* are translated as **terikat ke atas** in Malay and *binding in* as **terikat dalam**. Meanwhile *bound by* (terikat dengan), *bound to* (terikat kepada), *bound for* (terikat selama), and *bound in* (terikat dalam) are translated accordingly. However, we cannot, for instance, always translate them word-by-word since they may not provide the true meanings. *Bound for*, for example, is correctly translated as *arah tujuan / destinasi* and *bound in* as *diliputi*.

Question: Do you have any questions to ask regarding the uses and meanings of the prepositional patterns?

## II. Practice and Production

### Practice A: Gap-Filling (15 minutes)

**Instructions: Fill in the blanks with appropriate prepositions following the words *bind, binding, and bound*. Put an (X) if a preposition is not necessary. Sentences containing an infinitive- *to* are also included.**

1. The Court supports the view that acceptance by silence can bind \_\_\_\_\_ the offeror.
2. The clause stated that it was to become binding only \_\_\_\_\_ acceptance by signature on F's behalf.
3. Mr. Sze had no authority to bind \_\_\_\_\_ the appellants by such representations.

4. The couple may expressly declare that the agreement between them is not to be binding \_\_\_\_\_ law.
5. It was decided that the representations were a warranty binding \_\_\_\_\_ the appellants.
6. The sellers provide for the content of the contract of sale and intend to bind \_\_\_\_\_ the buyers to accept the terms and conditions.
7. The defendant claimed that he was bound \_\_\_\_\_ seven years after employment not to work in other companies.
8. In the case of *Stilk v Myrick*, *Stilk* failed because he was already bound \_\_\_\_\_ contract to work the ship back.
9. Even if the legal procedures may be improved, they are bound \_\_\_\_\_ remain vulnerable to an erroneous police.
10. The jurists were bound, however, \_\_\_\_\_ their traditional procedural constraints and were not allowed to make changes in law.

**Practice B: Error Identification and Correction (10 minutes)**

**Instructions:** Identify whether the word in bold in each of the phrases underlined below is correct or wrong. If it is correct, write (C), and if it is incorrect, write (I) to replace IN the space provided next to the sentence. Then, make corrections to the errors you have identified earlier in the space below. Write an (X) in the space if the answer is correct. See examples 1 and 2.

Example 1. The plaintiff needs to rely **on** private investigators for information.

\_\_\_\_\_ C \_\_\_\_\_

Correction: \_\_\_\_\_ X \_\_\_\_\_

Example 2. The plaintiff needs to depend at private investigators for information.

I

Correction: on

1. It was held that the agreements bind towards the seller and the purchaser.

\_\_\_\_\_

Correction:

\_\_\_\_\_

2. An offeror is not bound to the contract until he receives the actual acceptance.

\_\_\_\_\_

Correction:

\_\_\_\_\_

3. The contract is binding on the offeror upon acceptance by telex messages.

\_\_\_\_\_

Correction:

\_\_\_\_\_

4. The directors are bound for a fiduciary duty to advance shareholder welfare.

\_\_\_\_\_

Correction:

\_\_\_\_\_

5. Clause 10 purports to bind on the respondents to accept alterations and amendments.

\_\_\_\_\_

Correction:

\_\_\_\_\_

**Practice 3: Determining the Semantic Functions (5 minutes)**

**Instructions: Provide the semantic functions of the prepositions in bold in the underlined phrases below. See example 1.**

Example 1. That the parties eventually agree **on** the rent does not make a concluded agreement. **concerning**

1. The Divisional Court held that she was bound **by** these terms.

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2. The agreement is to be bound **on** acceptance by both parties.

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3. The decisions are binding **on** the parties in questions.

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4. I conceive that the promise would not be binding **for** want of a previous request by the testator.

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5. It was held that neither party is contractually bound **at** this particular stage.

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**Practice D: Sentence Writing (10 minutes)**

**Form sentences based on the words provided. Please use more than five words in each sentence.**

1. bind:

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2. binding:

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3. binding on:

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4. bound by:

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5. bound to:

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**References**

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## Lesson 2

**Time: One hour**

**Category 2: Misuse of prepositions: Using incorrect prepositions with the words *contrary*, *contrast*, and *opposed***

### **Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions following the words *contrary*, *contrast*, and *opposed*.
2. tell the meanings of the prepositions.
3. produce well-formed sentences based on the knowledge of the prepositions.

### **I. Presentation (20 minutes)**

Prepositions can be divided into two- simple and complex. Simple prepositions are one word prepositions. They are *in*, *on*, *to*, *at*, *out*, *of*, *under*, etc., to name a few. Complex prepositions, on the other hand, are a combination of prepositions (one or more) with other lexical items (nouns, adjectives, adverbs). They are two- word, three word, and four-word prepositions. They are fixed in form, requiring no changes, and the meanings cannot be derived from the meanings of their parts. Therefore, they are also considered as one word preposition. For example, the preposition *in contrast to* is a combination of two prepositions (*in* at the beginning and *to* at the end) with the word *contrast* (a noun, in the middle).

See the examples below for the usage of these prepositions. You may notice that **in contrast to** can situate at the beginning of the sentence while the other two are in the middle position. **In contrast to** and **contrary to** are near synonyms. Besides, it is wrong to place the preposition **with** after **contrast**, **contrary** and **opposed**. Study the samples below:

1. **In contrast to** his father who was appointed Lord of Justice at the age of 56, he was appointed Lord of Justice at the age of 35, the age considered to be too young to be appointed to such a position in legal practice.
2. There is therefore no question, **in contrast to** ITC Film Distributors Ltd. v Video Exchange Ltd, of the defendants seeking to draw benefit from their own contempt.
3. Exemption A of the Stamp Duty (Exempt Instruments Regulations 1957 will apply to Precedents 67 and 69, where, **in contrast to** Precedent 67, there is an actual transfer of land.
4. The age of majority in some countries is eighteen, **as opposed to** twenty one in Singapore.
5. He was awarded a *quantum meruit* claim by the Court, **as opposed to** a claim of damages.
6. As a general rule, the number of third party consents that a vendor (or perhaps purchaser) must obtain is normally greater if it is an asset **as opposed to** a share sale.
7. A document should be held to be void, **as opposed to** voidable, only when the element of consent to it is totally lacking.
8. The plaintiff himself did not give evidence, so there was no evidence, **as opposed to** submissions, as to what the plaintiff would have done had he known the full facts.
9. The problem was that there were two previous decisions of the Court of Appeal, by which the court would normally be bound, which would, **contrary to** the justice of the case, have denied a remedy in the case before the court.
10. The liquidator valued the machinery himself, and the court gave a declaration that this **was contrary to** the agreement, and therefore, of no effect.

11. The commission maintained that the nationality requirements laid down in the Act of 1988 **were contrary to** the general prohibition of discrimination on grounds of nationality set out in article 7 of the E.E.C.

## **II. Practice and Production (40 minutes)**

### **Practice A. Sentence-Completion (10 minutes)**

**Instructions: Fill in the blanks with either *contrary to*, *in contrast to*, or *as opposed to* in the sentences below.**

1. This section is \_\_\_\_\_ section 16 which permits the defendant to claim that he was not aware that his words were threatening, abusive, or insulting.
2. It follows that such a requirement is \_\_\_\_\_ Section (3) (24) of the Contracts Acts 1950.
3. The English rules will be applicable to the state rules provided that nothing is done which is \_\_\_\_\_ the law of the state.
4. The promisee has conferred a factual, \_\_\_\_\_ a legal benefit, on the promisor.
5. The question whether a person can enforce a promise made to him in return for performing a duty imposed by law, \_\_\_\_\_ one imposed by contract, has received a public attention.
6. Mr. B obtained a factual benefit by securing actual performance from Mr. A, \_\_\_\_\_ sue him for non-performance of the original contract.
7. The evidence under section 92 only applies where all, \_\_\_\_\_ some only, of the terms of the contract are written.

8. He was charged with offering for sale a flick-knife, \_\_\_\_\_ the provisions of the Restriction of Offensive Weapons.
9. The provisions for non-performance in subsections (4) (10) is \_\_\_\_\_ the provisions of subsections (5) (10).
10. \_\_\_\_\_ the provisions in the English law that considerations must move from the promisee, considerations in Malaysian law can move either from the promisee or any other person.

**Practice B. Determining the Contrasted Phrases (10 minutes)**

**Instructions:** The semantic functions of all these complex prepositions are to express comparison. Underline the ideas being contrasted in the sentences below. See the example below.

**Example.** It has been described as ‘promissory estoppel’ in contrast to an estoppel founded upon a misrepresentation of fact.

1. Express rules will generally override an implied term or if they **are clearly contrary to it.**
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2. It is said that the decision **is anomalous and contrary to principle,** but that is only because you are looking at it through the spectacles of 1961 and not those of 1924.
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3. There is no case in which such an injunction has been granted against a defendant who acquired the property with only constructive, **as opposed to actual, notice of the contract.**

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4. The common law **was opposed to actions in tort** and the landlord was immune from a tort action in respect of dangerous premises (Cavalier v Pope (1906) AC 428).

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**Practice C. (20 minutes): Sentence Formation**

**Instructions: Form sentences based on the prepositions provided.**

1. \_\_\_\_\_, as opposed to \_\_\_\_\_

2. In contrast to \_\_\_\_\_

3. \_\_\_\_\_ contrary to \_\_\_\_\_

4. \_\_\_\_\_ in contrast to \_\_\_\_\_

5. \_\_\_\_\_, as opposed to \_\_\_\_\_

Notes on Translation: You may notice that these three complex prepositions are all translated in Malay as *bertentangan dengan*. Therefore, there is the tendency for us to collocate the prepositions with *with*, as opposed to *to*.

### Lesson 3

**Duration: One hour**

**Category 3: Overuse of prepositions: Adding incorrect prepositions to the words**  
*(seek, contravene, discuss/discussion)*

#### **Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions coming after the words **come, reach, and enter**.
2. tell the meanings of the prepositions.
3. produce well-formed sentences based on the knowledge of the prepositions.

#### **1. Presentation (20 minutes)**

There are lexical verbs in English which must be followed immediately by prepositions. Not all verbs, however, must be followed by prepositions. For example, the verb *discuss* does not require any preposition in the sentence: **I want to discuss procrastination among learners**, BUT it requires the preposition *with* in the sentence: **I want to discuss with my legal adviser first**. Meanwhile, the noun *discussion* can be followed by several prepositions, e.g. **of, on, about, with**, etc. in the sentences below:

1. A meeting was conducted among the jurists to discuss the effects of the verdict on clients. (NOT discuss about)
2. A discussion on the effects of the verdict was held among the jurists. (must be followed by **on**)



This is the occasion where the verbs in English should not be followed by any prepositions, but is required in Malay. For example, *tentang* must precede the verb *discuss* in Malay while in English it is not necessary. This change in use leads to confusion believed to be caused by interference (a transfer of Malay verbs + preposition into English).

Moreover, in legal contexts, the word **seek** can mean to **ask for** advice, help, approval, permission, order, etc. For example, *Before you take any further action, you should seek legal advice.* Thus, though the word **seek** can accept many prepositions such as **under, with, from,** etc., it cannot be followed by any prepositions if a direct object immediately comes after it. See the examples.

1. The plaintiff **seeks for** damages for a delay in delivery of the shaft in the case of Hadley v Baxendale. (WRONG, **seeks** cannot be followed by **for**. It should be **seek damages**)
2. The defendant **seeks for** a government lawyer's help in solving the matter. (WRONG, should be **seek help**)

Furthermore, **seek + to**-infinitive can mean **try to** as in the following examples. The word **to** here is **NOT** a preposition.

1. No man ought to **seek to take** advantage of his own false statements.
2. The insurers **seek to** avoid liability under the policies.
3. The courts **seek to** do essential justice between litigating parties.

Finally, the word **contravene** is used in legal sense to mean doing something which is against the rules or regulations. It does not accept prepositions after it. See the samples below:

1. This resolution **contravenes with** the contract made earlier. (WRONG, **contravenes** cannot be followed by any prepositions)

2. The offer and acceptance made between both parties may **contravene with** the Minority Acts. (WRONG, should be **contravene**)

**II. Practice (40 minutes)**

**A. Error Identification and Correction (15 minutes)**

**Instructions:** Identify whether the word in bold in each of the phrases underlined below is correct or wrong. If it is correct, write (C), and if it is incorrect, write (I) to replace with IN the space provided next to the sentence. Then, make corrections to the errors you have identified earlier in the space below. Write an (X) in the space if the answer is correct. See two examples below.

**Example:** The plaintiff needs to rely **on** private investigators for information.

    C    

Correction:               X    

**Example:** The plaintiff needs to depend **at** private investigators for information.

    I    

Correction:              on   

1. On equal terms, the offeror and the offeree, or their lawyers, seek for a firm foundation of principle and authority. \_\_\_\_\_

Correction: \_\_\_\_\_

2. In the case of Negeri Terengganu v Mas Joko, the defendant was sued for contravening with Section 3 (20) of the National Land Code to own the temporary land. \_\_\_\_\_

Correction: \_\_\_\_\_

3. The purchaser should discuss about the scope, aims, and objectives of the investigation with the legal adviser. \_\_\_\_\_

Correction: \_\_\_\_\_

4. The legal adviser should discuss the effects of the case on the client prior to bringing it to the Court. \_\_\_\_\_

Correction: \_\_\_\_\_

5. The appellants in this case seek to get round this rule in three different ways. \_\_\_\_\_

Correction: \_\_\_\_\_

### **B. Sentence Completion (20 minutes)**

**Instructions: Complete the sentences below. You are required to use more than three words to complete the sentence.**

1. The rules of the order forbade its members to seek \_\_\_\_\_

2. The respondent cross-appealed to seek \_\_\_\_\_

3. The Courts seek to \_\_\_\_\_

4. There is a reasonable likelihood that the defendant may contravene \_\_\_\_\_  
\_\_\_\_\_

5. The agreement drawn contravenes \_\_\_\_\_  
\_\_\_\_\_

6. The propositions above contravene \_\_\_\_\_

7. It was unnecessary for the House of Lords to discuss \_\_\_\_\_

8. It is necessary, however, to discuss \_\_\_\_\_

9. For the purpose of this appeal, I will now discuss \_\_\_\_\_

10. There was some discussion \_\_\_\_\_

**C. Sentence Formation (5 minutes)**

**Instructions: Form sentences based on the words provided. Use more than five words to complete the sentence.**

1. seek: \_\_\_\_\_

2. contravene: \_\_\_\_\_

3. discuss: \_\_\_\_\_

Notes on Translation: As a Malay learner, there is a tendency to add the preposition **for** in the phrase **seek peace** (as a substitution to **search for** or **look for**, and which is grammatically wrong) and the preposition **with** and **about** in the phrases **contravene the law** and **discuss the subject** respectively. This occurs due to the grammatical rules in Malay which require such prepositions to be inserted. This interference is thus affected in translating those phrases when they are translated as **bertentangan dengan undang-undang** dan **berbincang tentang**.

#### **Lesson 4**

**Time: One hour**

**Category 4: Confused words with prepositions (*come to, reach, enter into*)**

**Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions coming after the words **come, reach, and enter**.
2. tell the meanings of the prepositions.
3. produce well-formed sentences based on the knowledge of the prepositions.

#### **I. Introduction (20 minutes)**

There are verbs in English where learners often add prepositions wrongly to them. For example, in the previous lesson, the preposition **for** is added to the verb **seek** whereas the intended phrase is **look for**, meaning the same with **seek** in English. In contract law, these three words-**come, reach, and enter** are among the most frequent words appeared in legal texts. They always combine with prepositions and other lexical items to form specific patterns, meanings, and functions. However, the prepositions are always substituted with incorrect ones or added unnecessarily to the words

The words **come** may combine with many prepositions to form collocations. The prepositions in the phrases such as **come under, come to, come in, come into, come**

**of, come for, come about**, etc. are particles. This means that their meanings are not literal and cannot be determined from their parts. See the sample sentences.

1. This case **comes under** Section 2 (30).

(meaning: the case can be found in Section 2 (30))

2. The letter **comes to** the knowledge of the offeror a week later.

(meaning: the offeror knows about the letter a week later)

3. The verdict **comes in** improper time.

(meaning: to arrive)

4. A binding agreement will **come into** existence upon approval of both parties.

(meaning: a contract will be binding)

5. Whenever she has **come of** age, the estate will be hers.

(meaning: reaches the age)

6. The time **has come for** the plaintiffs and defendants to hear the verdict.

(meaning: now is the moment)

7. The letter was lost during transmission and both parties do not know what has **come about**.

(meaning: what has happened)

However, the meanings of **from** (to indicate source) and **to** (to indicate location) in **come + from** and **come + to** can be determined since they are prepositions. So, in phrases like *Communication need not come from the offeror; Such implied terms have come from the decided cases*, and *The offeror needs to fulfil a promise to give a man \$50 if he executes a deed specified in this clause “if you will come to my house”*, the prepositions function as **source** and **location** respectively.

While **come** can be followed by the preposition **to**, the word **reach**, however, cannot be followed by the preposition **to**. So we cannot say: He has **reached to** the Court earlier. Instead, we say: He has **reached** the Court earlier. We can also say: The parties have **reached** an agreement but **NOT**: The parties have **reached to** an agreement. See other examples:

1. The parties to a contract must first **reach** an agreement.
2. This e-mail did not **reach** the plaintiffs until 20th October.
3. The furnace should be able to **reach** a temperature of 2,600°F.
4. The plaintiff does not **reach** the Court on time.
5. Once he has **reached** the age of puberty, he is entitled to the wills.

Finally, the word **enter** are always followed by **into**. It is **WRONG** to say **enter to**. So you can see examples here:

1. It is increasingly common for individuals to **enter into** contracts, particularly contracts of employment.                      **NOT enter to**
2. A company may receive an offer to **enter into** a contract and then alter its memorandum.
3. A minority has deprived himself of the capacity to **enter into** that contract.

## II. Practice (40 minutes)

### Practice A. (20 minutes): Gap-filling Exercise

**Instructions: Fill in the blanks with correct prepositions. If prepositions are not necessary, write an (X) in the blanks provided.**

1. Termination of the offer may come \_\_\_\_\_ a number of ways: revocation is one of them.
2. The correspondence shows that the two parties have definitely come \_\_\_\_\_ terms for the last two months.
3. Two of them reach \_\_\_\_\_ the result which is in conflict to each other.
4. The telegram did not reach \_\_\_\_\_ the plaintiff until 20<sup>th</sup> October.
5. The defeated party attempts to issue the case to the court even though it does not, in fact, come \_\_\_\_\_ the attention of the authorities.
6. The two parties are free to decide whether or not to enter \_\_\_\_\_ the relationship.
7. The jurists, particularly, are anxious to reach \_\_\_\_\_ such a decision.
8. The defendant spoke to the press that if he had come \_\_\_\_\_ proper time he could have rejected the offer.
9. The contract becomes binding after a customer submits a proposal to enter \_\_\_\_\_ a hire-purchase agreement.



10. The party attempts to deny the fact that a binding agreement had come \_\_\_\_\_ effect.

**Practice B (5 minutes): Determining the Semantic Functions of the Prepositions**

**Instructions: Provide the semantic functions of the prepositions in bold in the underlined phrases below. See example 0.**

Example (0). That the parties eventually agree **on** the rent does not make a concluded agreement.

**Meaning: concerning/about**

1. It was the intention of the judge to hear the confessions coming **from** both parties.
- 

2. It was imperative for the offeror to come **to** the offeree's place as stated in the contract.
- 

3. The contract becomes void if the agreement comes **from** the underage.
- 

**Practice C (5 minutes): Sentence Formation based on the Given Meaning**

**Instructions: Study the intended meanings (in bracket) next to the word. Then form sentences based on the functions given. You may change the parts of speech of the given words. See example 1.**

Example 1: reach (to indicate a degree level of temperature)

The furnace has reached a temperature of 1500 °C.

1. reach (to show location/point)

---

2. reach (to indicate time)

---

3. come (reach full years)

---

**Practice D (10 minutes): Sentence Formation**

**Instructions: Form sentences based on the phrases provided.**

1. reach

---

2. come to an end

---

3. come close to

---

4. come about

---

5. enter into

---

## Lesson 5

**Time: One hour**

**Category 5: Wrong substitution of prepositions: *aware of, provides for / provision, abide by***

### **Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions following the words *aware, provide/provision, and abide*.
2. tell the meaning of the prepositions.
3. produce well-formed sentences based on the knowledge of the prepositions.

### **I. Introduction (20 minutes)**

Another set of lexical items which is substituted wrongly with prepositions is **aware** and **abide**, respectively. It is **WRONG, for example**, to come after the word **aware** with **about** and **that** as in the examples below:

1. It is necessary to prove that an alleged party was aware, or ought to have been **aware, of its terms and conditions.** NOT **aware about**

The semantic function of the underlined phrase above is noticing.

2. The promisor is **aware that** the third party has relied on the term.  
NOT **aware of**

In legal texts, **abide + by** appears quite frequently. See the samples of **abide + by** as appeared in your law textbooks below.

1. The tenants have voluntarily agreed to **abide by** the leasing rules and regulations.
2. They shall be required to **abide y** the safety rules and other relevant regulations.
3. He will **abide by** the rules of the licensing system.
4. The governments will **abide by** its provisions.

Moreover, the word **provide** (though it can stand alone such as *The Court of Appeal should be varied so as to **provide** the following items* or *The engineer will **provide** a safe system of work.* ), *it* is always regarded by students as not followed by any prepositions. They tend to avoid the preposition **for** since they are familiar with another construction-**provide that**. Compare, for example:

1. The Contracts (Amendment) Act 1976 (A 329) which “shall be construed as one with the Contracts Act 1950”, **provides for** scholarship agreements.
2. For a contract to be legally binding, the Act **provides that** there must be present the following ingredients: offer, acceptance, and consideration.

**Provide**, however, may collocate with many prepositions, e.g. **for, to, with**, etc. For examples:

1. The Evidence Act 1950 seems to be custom-made to **provide** logistical support **for** this particular type of imported goods.
2. If C was joining in the promise by B to **provide** A **with** the price of his promise, there was consideration for the promise.
3. Not many lawyers are willing to **provide** an answer **to** this problem.

4. Their purpose is evidently to **provide for** the content of the contract of sale.
5. The terms of a contract must **provide** a basis **for** determining the existence of a breach of contract.

The word **provision** is the noun to the word **provide**. In legal discourse it means article of agreement, condition, or obligation, etc. The word **provision** can stand alone, such as in: (1) *It is believed that this **provision** had little practical effect* or (2) followed by a that-clause such as in: *Section 3 does not invalidate a contractual **provision that** the contract contains the entire terms of the contract.* The prepositions which collocate with **provision** may include **in, of, for, as, by**, etc. See the examples below.

1. There are, however, no specific provisions in the Contracts Act dealing with principles relating to invitation to treat.
2. In 1972, the appellant owned a large area of land situated at Taman Sri Tebrau, Johore Bahru, Johore, and proposed to make (provision for roads and services ) (for various community purposes).
3. Their Lordships should next refer to the material provisions of the agreement of 8 November 1955.

Note: Please refer to the notes given for the semantic functions of the patterns.

## II. Practice (40 minutes)

### Practice A. (10 minutes) Identification of Errors and Correction

**Instructions:** Identify whether the word in bold in each of the phrases underlined below is correct or wrong. If it is correct, write (C), and if it is incorrect, write (I) to replace with IN the space provided next to the sentence. Then, make corrections to the errors you have identified earlier in the space below. Write an (X) in the space if the answer is correct. See examples 1 and 2.

Example 1. The plaintiff needs to rely on private investigators for information.

C

Correction: X

Example 2. The plaintiff needs to depend at private investigators for information.

I

Correction: on

1. The plaintiff provides a convincing argument for there is a separate agreement to this contract. \_\_\_\_\_

Correction:

\_\_\_\_\_

2. Section 6 (3) provides that the defendant must as a minimum be aware that his conduct is or might be threatening. \_\_\_\_\_

Correction:

\_\_\_\_\_

3. Clause 2 of the agreement provided for the purchaser would pay certain deposits at certain periods. \_\_\_\_\_

Correction:

\_\_\_\_\_

4. In such circumstances it is essential that benefactors are fully aware of the situation and that they abide **with** the provisions of the Act.

Correction:

---

5. You also have to accept, as a general rule, that you will abide **by** a majority decision when it turns out that you are among the minority. \_\_\_\_\_

Correction:

---

6. There was no agreement to enforce until the requirement was satisfied and the deposit was returnable under the provision **of** the agreement itself as there was no ground for withholding it any longer. \_\_\_\_\_

Correction:

---

7. Regulation is an indication that competition policy cannot provide a solution **for** the monopolistic behaviour of these lawyers. \_\_\_\_\_

Correction:

---

8. The principle to be deduced from the cases is that if there is an essential term which has yet to be agreed and there is no express or implied provision of its solution, the result in point of law is that there is no binding contract.

---

Correction:

---

9. It is clearly a most effective sanction, if proprietors are aware of failure to comply with the requirements under section 5 may render them unable to enforce what would otherwise normally be enforceable contracts. \_\_\_\_\_

Correction:

---

10. The plaintiff should have been aware about the risk in Smith v Austin Lifts Ltd (1959). \_\_\_\_\_

Correction:

---

**Practice B (10 minutes): Determining the Semantic Functions of the Prepositions**

**Instructions: Provide the semantic functions of the prepositions in bold in the underlined phrases below. See example 1.**

Example 1. That the parties eventually agree **on** the rent does not make a concluded agreement.

**Meaning: concerning / about**



1. The provisions in clause 9 regarding the lodging of a caveat and granting of a power of attorney appear to their Lordships to be (as Mr Cross submitted) more appropriate to the protection and transfer of existing registered interests than to the procuring of interests yet to be obtained.

---

2. It is next to be observed that clauses 9 and 10 contained express provisions as to the completion of the purchase on 30 April 1956.

---

3. In such a case law and equity fill in the details, so to speak, providing by way of implication for whatever is necessary to effectuate due performance.

---

4. There is no further requirement that A must also be aware of B's state of mind.

---

**Task C. (15 minutes): Sentence formation**

**Instructions: Form sentences based on the words or phrases provided. Do not change the forms of the words.**

1. provide:

---

2. provide for:

---

3. provide that:

---

4. provision of:

---

5. provision for:

---

6. provision in:

---

7. abide :

---

8. abide by:

---

9. aware of:

---

10. aware that:

---

Notes on Translation: We must be concerned with the fact that the three words under study give different translations when they collocate. For example, **aware of** and **aware that** may mean *sedar tentang / mengenai* in Malay, though in fact, they differ in meaning and function in English.

## **Lesson 6**

**Time: One hour**

**Category 6: Miscellaneous Misuse of prepositions (*look* + preps) and (*approval* + prepositions)**

### **Learning Outcomes:**

By the end of the course, learners should be able to:

1. recognise the prepositions proceeding the words *look* and *approval*.
2. tell the meanings of the prepositions.
3. produce well-formed sentences based on the knowledge of the prepositions.

### **I. Introduction (20 minutes)**

The last category of confusing prepositional phrases is **look** + prepositions and **approval** + prepositions. Learners often make use of wrong prepositions which come after these two lexical items (**look** and **approval**). The word **look**, for example, can come together with many prepositions and can mean differently according to their uses. These prepositions are indeed called the particles. Together with the verbs they form phrasal verbs. Only **look** + particles **at, to, into, after, and for** will be discussed in this module since they appear a lot in your law textbooks. Among all of these, **look** + **at** is the most frequent one.

The prepositions **at**, **to**, and **into** are prepositions of directions or locations (semantic functions of prepositions) i.e. I will be here **at** 9 o'clock; I am going **to** the market; I am walking **into** the cave now, etc.). The preposition **after** is used to show time (e.g. come back **after** 11 o'clock) whereas the preposition **for** can mean many things, for example, to express intention to give or belong to a particular person (e.g. I've got a present **for** you), to show purpose of an object or action (e.g. a knife **for** cutting bread, What did you do that **for**?), and to show time (e.g. I've invited them **for** 9 o'clock) etc. However, when these prepositions combine with other lexical items, the combinations of both may mean differently from their original meanings.

In this case, **look + at** means to (1) *read something quickly, but not thoroughly* and (2) *consider something in order to decide what to do*. In legal discourse, **look + at** may be used in these instances:

1. They neglected to go and **look at** the contracts.
2. The Court should **look at** the correspondence prior to the case.
3. We must therefore **take a look at** section 2 (d) of the Contracts Act 1950.

Meanwhile, **look + into** means **to investigate (something/someone) in-depth**. Other synonyms to the verb are to [examine](#) and [study](#). In other words, while **look at** does not require a deep process of investigation, **look into** involves a thorough investigation of cases, issues, evidence, etc. See examples below:

1. A committee was chaired by a judge to **look into** the matter.

NOT **look + to**

2. A working party was formed by the Executive Committee to **look into** various aspects of membership.

The pattern of **look + to**, however, means to *depend on someone to provide help and advice*. See examples below:

1. At present I **look to** the judiciary for advice.
2. All that a court of justice can **look to** is the parliamentary roll.

The phrasal verb **look + after** means to *take care of someone* or *to be responsible for dealing with something*. See the instances:

1. A managing director can **look after** himself.
2. A trust agency was appointed by the court to **look after** the defendant company's affairs.

Finally, the combination of **look + for** means *trying to find* or *searching for something or someone*. See the examples below:

1. The landlord may well be entitled to **look for** additional security.
2. It may not be particularly helpful to **look for** a definite offer and acceptance.
3. The police are still **looking for** the witness of the case.

Meanwhile, the word **approval** can also be followed by many prepositions such as **of, by, from, to, for**, etc. **Approval** means *official permission* but the meanings may differ due to the prepositions. Study the semantic functions of the prepositions below. Refer to the notes given in Module 1.

1. You are not allowed to defend yourself without first getting the approval of the judge.  
Genitive / the judge's approval
2. This statement was quoted with apparent approval by Lord Denning.  
Agent

3. We are waiting for approval **from** the judge.

Source

4. I would refer with respectful approval **to** Professor Smith's note on Dobson v General Accident Fire.

Point of reference

5. He won approval **for** the case.

In regard with something

## **II. Practice (40 minutes)**

### **Practice A. (20 minutes): Gap-Filling Exercise**

**Instructions: Fill in the gaps with correct prepositions.**

1. He was entitled to look \_\_\_\_\_ the land on behalf of the grantor's family.
2. The plaintiff never has a thought to look \_\_\_\_\_ his solicitor for advice.
3. We are ordered by the Court to look \_\_\_\_\_ the defendant's lost properties.
4. The Courts often and generally look \_\_\_\_\_ the real nature of the transaction.
5. Judges are not paid to look \_\_\_\_\_ a man's soul, but only to see the results of his actions.

6. The solicitor has obtained approval \_\_\_\_\_ not disposing his client's personal identity.
7. You will submit a design for approval \_\_\_\_\_ your client and put this in hand with builders.
8. Mr. X's intention to buy a plot of land from the plaintiff is subject to the approval \_\_\_\_\_ his solicitor.
9. The contract drafter is advised to use the words "subject to the preparation and approval \_\_\_\_\_ a formal contract" in drafting this contract.
10. They are waiting for approval \_\_\_\_\_ His Majesty for further investigation in the palace.

**Practice B (5 minutes): Determining the Semantic functions of the Prepositions**

**Instructions: Provide the semantic functions of the prepositions in bold in the underlined phrases below. See example 1.**

Example 1. That the parties eventually agree **on** the rent does not make a concluded agreement.

**Meaning: concerning / about**

1. The user has attempted to grant approval **to** a package before the approval listings have been prepared.

Meaning:

---

2. There are three areas relating to the vendor's property where the purchaser may require the consent or approval of a third party before proceeding to completion.

Meaning:

---

3. Expert adjudication on technical issues in the haulage industry will usually meet with approval from experienced goods vehicle operators who might be surprised at the lack of specific expertise in road haulage matters among the ranks of the judiciary.

Meaning:

---

**Practice C (5 minutes): Determining the Meanings of the Phrasal Verbs**

**Instructions: Provide the meanings of the phrasal verbs below. See example 1.**

Example 1. They have set up a team of reputable lawyers to **look into** the case closely.

Meaning: **examine**

1. Based on Chamberlain's case, it shows that the most profitable course to follow is to look for the property charged with rights in favour of beneficiaries.

Meaning:

---

2. Sir John put it in The New Straits Times, 21 November 1998 that Mr. Thames should look to the judges for advice, not orders.

Meaning: \_\_\_\_\_



**Practice D (10 minutes): Sentence Formation**

**Instructions: Write sentences using the phrases below. Use more than five words to complete the sentence.**

1. look after:

---

2. approval by:

---

3. look into:

---

4. look at:

---

5. approval in:

---