

## ❖ USEFUL EXPRESSIONS: answering legal problem-solving questions

### Identify the legal issue

This question deals with ...  
This question raises issues of ...  
The principal issue raised by this question ...  
The main issue is whether...  
In this question, the principal issues to be raised are ...  
The issues to be considered are ...  
The problem also raises the issue of ...  
The second issue is whether ...

### Rule(s) of law

In *Carlill v Carbolic Smoke Ball Company*, it was held that the defendant's advert was not an invitation to treat but a clear offer.

### Application of law to the facts

On the facts, it can be argued that ...  
It would seem, (therefore), that ...

### Speculating

It is likely that no documents were signed.  
It is more than likely that ...  
It is very likely that ...  
There is a likelihood that ...  
There is a strong likelihood that ...  
It is possible that ...  
It could be argued that ...  
It would appear that ...  
As the clause seems to have been sufficiently incorporated into the contract, it is unlikely that they would have succeeded in their appeal.

### Suggesting alternative outcomes

Conversely, ...  
Had they read the document more carefully, they would have realised that ...  
Unlike in the earlier Court of Appeal decisions of *R v G* (2004, HL), ...

### Conclusion

Our advice to (client) is that it is likely/unlikely that ...  
In my opinion, ...  
On balance, it seems that ...  
It is suggested that ...  
It is submitted that ...  
It is difficult to conclude whether ....  
In conclusion, it can be stated that ... unless ...  
In consideration of the facts presented, it seems likely that ...  
In conclusion, it appears that ...  
If ... then ...