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 …