**Exercise31-6**

Standard Comments

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| Introductory language | This paragraph was supposed to track the introductory language as closely as possible. |
| Advises v. notifies | Compare “advises” to the verb in the statute. The letter requires this change several times. |
| Individuals v. persons | “Individuals” refers to humans. “Persons,” the word used in the statute, is broader and includes entitles within its embrace. |
| Reference to statute governing dissolution | Referring to § 280 is incorrect. That section states what the corporation must do after dissolution. Instead, the notice should state the name of the chapter in accordance with which the dissolution took place – which you could check. |
| Use of tabulation that is not in the statute | When stating the same thing the same way, do not reformat. The goal is not to improve but to parrot exactly what is in the statute. |
|  | The issue of not saying the same thing the same way arises throughout this document. I am not going to point out the additional variations. As I said in class, the way to do this properly is to copy and paste the statute into the document and then change only that which needs to be changed to tailor it to the specific circumstances. |
| “or its successor entity” | “or its successor entity” should not be included. The statute requires the corporation or its successor entity to give the notice. As it is the corporation that is giving the notice, no reference to the successor entity is needed in the body of the notice. |
| “such” | Although “such” is legalese, it is the language used in the statute. Therefore, it is the language that should be used in the notice. Such is used repeatedly throughout the statute and must be used each time in the notice. The comments will not indicate each required use. |
|  | Subsection c of the statute requires at least 60 days’ notice from the date of the notice, requiring a change in the date by which the claim must be made. |
|  | The reference to subsection c needs to be deleted as it’s a reference to the statute |
|  | Because the statute says for each of 3 years, the notice must provide the annual amount for each of the 3 years. That is, there are three separate dollar amounts. Therefore, each year should have been stated separately, with an amount for that year in brackets – [amount to be inserted]  Note also, that statute does not spell out the number 3.  The statute does not spell out the number 3. |
|  | You can't be sure that the amounts were equal each year. A better way to have done this would have been to provide in subsections for each of the three previous years, with the amounts blank. |
| The NSI addresses are internally inconsistent. How to explain this in the memo. | The memo could read as follows:  The notice was internally inconsistent as to the address of the office, stating in the heading a Los Angeles address and in the body, a Washington D.C. address. Please let me know which is correct and I will change the notice accordingly.  Then, in the document, the two cities would have brackets around them to indicate that the language was in question.  The lawyer can’t assume that one address is correct. |
| Memo |  |
| How to deal with date change: summarily | “The revised notice has changed the deadline for submission of claims from X to Y. The change was necessary to comply with the statute.”  Don’t start by reciting what the statute says. The reader is a business person not another lawyer. The client wants the bottom line. |