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Legal Research Methodology: Types and Structure of Legal Writing

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Abstract
Legal writing is the backbone of the legal profession. It is a critical skill that justifies proper consideration in the legal education curriculum. However, until the introduction of the Core Curriculum Minimum Academic Standards (CCMAS) in undergraduate degree programmes by the Nigerian Universities Commission, legal writing was not given prominence in the legal education curriculum. It was only taught in skeletal form as part of the legal research methodology curriculum for postgraduate programmes. With the introduction of English for Legal Writing as a core course in the legal education curriculum for undergraduate degree programmes in Nigerian universities, there is need for standard teaching and learning material on legal writing for both undergraduate and postgraduate programmes. It is against this backdrop that this paper examines the types and structure of legal writing. In particular, it examines the types of legal writing and the development of legal arguments using various predictive and persuasive paradigms with practical examples. It also examines the structure of legal writing using review articles and research articles as case studies.

Keywords: Analytical Writing; Persuasive Writing; Preventive Writing; Predictive Writing

1.0 Introduction

Essentially, lawyers speak and write for a living.[1] They write legal memoranda to senior colleagues. They write legal opinions to clients. They write pleadings, motions, addresses and briefs to the court.[2] They write demand letters on behalf of their clients. They write contracts, conveyances and leases for their clients. They write bills for passage into law and regulations for administrative authorities. There is an endless number and genre of legal documents that lawyers prepare in practice. In fact, legal writing is the backbone of the legal profession. It is a critical skill that justifies proper consideration in the legal education curriculum.[3]

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[1] Lawrence J Trautman, 'The Value of Legal Writing, Law Review and Publication' [2018] 51 *Indiana Law Review* 693, 696.

[2] CM. Rusnak, 'Effective Legal Writing' (Continuing Legal Education Society of British Columbia 2019) 3.

[3] S van der Merwe, 'Cautioning the Careless Writer: The Importance of Accurate and Ethical Legal Writing' [2014] 39(2) *Journal for Juridical Science* 23-52, 24.

However, legal writing was not given prominence in the legal education curriculum until the introduction of the Core Curriculum Minimum Academic Standards (CCMAS) by the Nigerian Universities Commission.[4] It was only taught in skeletal form as part of the legal research methodology curriculum for postgraduate programmes. As a result, there is lack of standard teaching and learning material for both undergraduate and postgraduate students. With the introduction of English for Legal Writing as a core course in the legal education curriculum for undergraduate degree programmes in Nigerian universities, there is need for standard teaching and learning material on legal writing for both undergraduate and postgraduate programmes.[5]

The aim of this paper is to examine the types and structure of legal writing. In particular, it examines the types of legal writing and the development of legal arguments using various predictive and persuasive paradigms with practical examples. It also examines the structure of legal writing using review articles and research articles as case studies. The paper adopts the doctrinal research methodology. It relies on secondary sources of data, which include books, articles in journals and internet materials. It is analytical and multidisciplinary. It raises issues of common concern to all legal writers and discusses them with practical examples.

2.0 Types of Legal Writing:

Lawyers write a lot. Legislative lawyers write bills for passage into law. Commercial lawyers write transactional documents such as leases, mortgages, conveyances and other agreements for their clients. They also write legal opinions for their clients especially in transnational transactions. Litigation lawyers write legal memoranda for senior colleagues. They also write pleadings, motions and written addresses in trial courts and briefs of argument in appellate courts. Academic lawyers write law review articles, monographs and books amongst others.

All the range of documents that lawyers and law students write in practice can be classified into four groups, namely: (1) preventive writing; (2) predictive writing; (3) persuasive writing; and (4) analytical writing. It is intended to examine each of these genres of legal writing in some detail with practical examples that cut across disciplinary boundaries.

2.1 Preventive Writing

Lawyers engage in **preventive writing** when they draft transactional documents for their clients such as contracts, wills, trusts, leases, mortgages, partnership agreements and articles of association just to mention a few. Such documents not only regulate the conduct of the parties as much as legislation regulates the conduct of the citizens in the larger society but also prevent disputes and, when disputes occur, resort is made to the documents for interpretation for the purpose of resolving disputes between the parties.[6] Lawyers in some establishments, especially those attached to legislators, also draft bills for passage into law. These two aspects of preventive writing fall within the area of law described as legal drafting.

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[4] The Core Curriculum Minimum Academic Standards (CCMAS) was introduced into Nigerian Universities by the National Universities Commission (NUC) in 2022.

[5] GG Otuturu, 'Legal Research Methodology: Fundamental Features and Qualities of Good Legal Writing' [2025] 5(3) *Journal of Law Policy* 90-111.

[6] See *Larmie v Data Processing Maintenance & Services Ltd* [2005] 12 SC (Pt. I) 93, 103 (Onnoghen JSC); *Christaben Group Ltd v Oni* [2008] 11 NWLR (Pt 1097) 84, 111 G-H (Kekere-Ekun JCA).

What, then, is **legal drafting**? Simply put, legal drafting is the definitive written expression of a legal right, privilege, function, duty or status.[7] It is the preparation of private legal documents such as deeds, leases, separation contracts, wills, trusts and partnership agreements as well as the preparation of public legal documents such as constitutions, statutes, administrative regulations and bye-laws.[8] Thus, legal drafting can be divided into two broad categories, namely, the preparation of private legal documents known as **contract drafting** and the preparation of public legal documents known as **legislative drafting**. It is intended to examine these two aspects of preventive writing in some detail.

2.1.1 Contract Drafting:

Contract drafting is the process of creating a binding agreement or contract between two or more parties. It may be a building contract, the sale of property, the hire of goods, the hire of labour, a loan agreement or an acquisition agreement. In fact, contract drafting is essentially the creation of "private law" or "private statute" between the parties, setting out relationships and ground rules in codified form.[9]

To draft an effective contract, one must understand **the essential parts of a contract.**[10] One must also understand **the substantive law on the subject matter** of the contract. This is because the parties cannot enter into a contract in contravention of the law governing the subject matter. Contractual obligations can only be enforced on the doctrine of *pacta sunt servanda* within statutory limits.[11] One must further be well acquainted with the style of expression or **the language of contract**.

(a) Essential Parts of a Contract:

The essential parts of a contract are: the title; the preamble; the recitals; the words of agreement; the operative words; the termination provisions; general provisions; the testimonium or execution clause; the signature block; the attestation clause; and the schedules and exhibits.[12] Some contracts also have provisions for defaults and remedies;[13] provisions on dispute resolution; choice of law that governs the contract; and entire agreement clause.[14]

The **title** should provide sufficient information to convey the ultimate object of the contract, for example, "Building Contract", "Employment Agreement" or "Retainership Agreement." The **preamble** will identify the type of contract, the date of commencement and the names of the parties. It usually begins with the words, "This Agreement" or preferably "This Employment Agreement" followed by the date of commencement and the names of the parties. The **recitals** will provide general information about why the parties have entered into the contract. In other words, it will set the context for the deal.[15]

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[7] Peter Nash Swisher, 'Techniques of Legal Drafting: A Survival Manual' [1981] 15 *University of Richmond Law Review* 873, 874.
[8] Ibid 874.
[9] See R Dick, *Legal Drafting* (The Carsell Co. Ltd 1965) 1.
[10] Jeffrey E. Proske, 'Contract Drafting' in Mary-Beth Moylan and Stephanie J Thompson (eds), *Global Lawyering Skills* (West Academic Publishing 2018) 295-318.
[11] *Fugro Subsea LLC v Petrolog Ltd* [2021] Legalpedia (CA) 01411.
[12] Tina L. Stark, 'Transactional Skills Training: Contract Drafting - The Basics' [2009] *The Tennessee Journal of Business Law* 139, 143.
[13] Ibid 143.
[14] Gerald Lebovits, 'Making Offers No One Can Refuse: Effective Contract Drafting - Part 2' [2016] 88(2) *New York State Bar Association Journal* 64; Gerald Lebovits, 'Making Offers No One Can Refuse: Effective Contract Drafting - Part 3' [2016] 88(3) *New York State Bar Association Journal* 64; Tina L Stark, *Drafting Contracts: How and Why Lawyers Do What They Do* (2nd edn, Wolters Kluwer Law & Business 2014) 57, 116-117; Swisher (n 7) 884-886.
[15] Stark (n 12) 143-144.

The **words of agreement** also known as "lead-ins" indicate that the parties have agreed or exchanged promises. It begins with such expressions as "The parties agree as follows". The provisions that follow will constitute the **operative words** sometimes known as the principal exchange provisions or the operative part of the contract. In the case of an employment agreement, these provisions will define the obligations or covenants between the parties, which are the building blocks of a contract.[16] The **termination provisions** will define the duration of the contract, the right of each party to terminate the contract, the procedure, if any, for bringing the contract to an end and its consequences.

The **general provisions** are sometimes known as "boilerplate" because they resemble standard or uniform provisions from agreement to agreement. They are some kind of "cut and paste" provisions. Such provisions will include assignment and delegation, successors and assigns, governing law, notice, severability, amendment and modifications, methods of dispute resolution and venue for litigating disputes under the contract.[17]

The **testimonium** is a formal statement, often the concluding clause in a private legal document, confirming the date the document was signed, the parties who signed it and their role in the transaction. It typically begins with the words "In witness whereof" or simply "As Witness". The parties usually sign or execute the contract in the presence of witnesses who will also sign themselves, confirming the authenticity and due execution of the contract. The signature, name and capacity of the parties constitute the **signature block**, while the part signed by the witnesses is called the **attestation clause** or witness clause.[18]

Schedules and exhibits are not contained in the body of the contract but placed immediately after the contract. To be construed as part of the contract, they must be clearly and specifically referred to in the contract.[19] It is also advisable to define the term "Agreement" in the interpretation section to include the schedules and exhibits. For example, it has been suggested that the contract should provide in the interpretation section that '"Agreement" means this Lease Agreement and its Schedules and Exhibits as amended from time to time.'[20]

(b) Language of Contract:

It is standard practice to draft a contract using the third person and the active voice. The language of a contract falls into a number of categories. The categories are language of agreement; language of performance; language of obligation; language of discretion; language of prohibition; language of policy; language of declaration; language of exception; language of belief; language of intention; and language of recommendation.[21]

Language of agreement expresses the agreement of the parties. It appears only once in a contract, in the lead-in, which states that the parties have agreed. It begins with "The parties agree as follows" or "Now therefore the parties agree as follows." It has been stated that "hereby" is a language of performance and, therefore, it is does not make sense to use "hereby" in language of agreement as in "The parties hereby

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[16] LD Johnson, 'Effective Contract Drafting: Identifying the Building Blocks of Contract' [2013] *Nevada Lawyer* 24.

[17] Proske (n 10) 309-312.

[18] See generally PG Willoughby, *A Guide to the Form and Drafting of Conveyances* (Sweet & Maxwell 1968) 5-32.

[19] Gerald Lebovits, 'Making Offers No One Can Refuse: Effective Contract Drafting – Part 4' [2016] 88(4) *New York State Bar Association Journal* 64, 60.

[20] Tina L Stark, *Drafting Contracts: How and Why Lawyers Do What They Do* (2nd edn, Wolters Kluwer Law & Business 2014) 5.

[21] Kenneth A Adams, *A Manual of Style for Contract Drafting* (3rd edn, ABA Publishing 2013) 132-268; Gerald Lebovits, 'Making Offers No One Can Refuse: Effective Contract Drafting – Part 5' [2016] 88(5) *New York State Bar Association Journal* 64, 58-60.

agree as follows."[22] **Language of performance** expresses an action in the present tense which a party takes by virtue of entering into a contract.[23] It is helpful to use "hereby" to signal language of performance[24] as in "The Licensor hereby grants to the Licensee a non-exclusive worldwide licence to use the Product."[25]

Language of obligation is used to express any obligation that a contract imposes on a party. The word "shall" is used to express an obligation while "shall not" is used to express a **prohibition**.[26] For example, "Acme shall purchase the shares from Doe." This statement imposes an obligation (or a duty) on Acme to purchase the shares from Doe.[27] **Language of discretion** states that a party has the discretion to take or not to take a specified action under a contract. The word "may" is used to convey discretion or permission to take the specified action. A good example is: "Smith may exercise the option any time before the expiration of the contract."[28]

Language of policy expresses rules governing the contract which the parties must observe and the consequences of not observing them. These rules may not directly impose any obligation on the parties but failure to observe the rules may have grave consequences on the contract. Consider the following examples: "The laws of Bayelsa State govern all matters arising out of this agreement"; "Any transfer of shares in violation of this agreement is void."[29] Language of obligation, discretion, prohibition and policy may be modified with a condition. In the context of a contract, **condition** means a future and uncertain event or circumstance on which the existence of particular legal relation depends. Such words as "if," "unless," "as long as," "where," "when" and "until" are used to express a condition. For example, "If the Borrower defaults, the Lender may recover the loan and the interest."[30]

Language of declaration is used by the parties to make declarations and statements of facts to which the parties agree. A good example is "The purchase price is N5, 000,000.00."[31] It is also used to express representations, warranties and acknowledgements. For example, "The investor acknowledges that it has received a copy of the financial statements." **Language of exception** is used to indicate that a particular action or item is not included in the contract. It uses such words and phrases as "except," "subject to," "notwithstanding," "except as otherwise provided" and "except as otherwise permitted under this agreement."[32]

Language of belief is used to state a party's opinion regarding the legal implication of facts as they exist on the date of the contract. It is then left for the court to decide the implications of those facts.[33] For example, "The parties believe that this agreement complies with the requirements of the Tax Reform Act

[22] Kenneth A Adams, *A Manual of Style for Contract Drafting* (3rd edn, ABA Publishing 2913) 137.
[23] Ibid 138-141.
[24] Lebovits (n 21) 58.
[25] VR Martorana, 'Fundamental Concepts in Drafting Contracts: What Most Attorneys Fail to Consider" PPT Slide 126 (Feb 2015) quoted in Lebovits (n 21) 59.
[26] Lebovits (n 21) 59.
[27] Adams (n 22) 146-147.
[28] Ibid 182-184.
[29] Ibid 221-222.
[30] Ibid 226-231.
[31] Lebovits (n 21) 59.
[32] Ibid 59.
[33] Adams (n 22) 255-256.

2025." **Language of intention** is used by the parties to express the intention of the parties to a contract. For example, "The parties intend that the Consultant will be an independent contractor."[34]

Language of recommendation is used by a party to make a recommendation to the other party to a contract. The purpose of such recommendation is to avoid dispute by pointing out something the other party might have missed. For example, "The Company recommends that the Participant consults with his or her personal legal adviser if the Participant is uncertain whether the insider rules apply or not."[35]

2.1.2 Legislative Drafting:

Legislative drafting is the preparation of bills and regulations. It involves the drawing up of bills, resolutions, memorials and amendments for introduction in the legislature. In drafting bills and regulations, the one must consider the **constitutionality of the proposed law**, its consistency with existing laws, whether it is necessary or already substantially covered by an existing law and its relationship with the existing body of law.[36]

In drafting bills and regulations, one must also understand **the essential parts of a bill.** In a nutshell, the essential parts of a bill are: the long title; the preamble; the commencement date; the enacting clause; the substantive provisions; the marginal notes and references; the interpretation definitions; the miscellaneous provisions; and the short title.[37] One must further have sufficient **background information** about the problems which the bill intends to solve.[38]

Accuracy in the choice of words to express the thought of the legislators is an essential aspect of legislative drafting. The same word should be used throughout the bill to express a single idea or concept.[39] To convey one's thoughts accurately, one must possess a large vocabulary. One must make constant use of the dictionary and thesaurus. When a word is used in a technical or limited sense, which possesses also a popular meaning, it should be defined accurately.[40]

2.1.3 Features of Preventive Writing:

There are some **features of preventive writing** that distinguish it from other types of legal writing. One important feature of preventive writing is that it is **prescriptive**, that is, it lays down binding rules to regulate human conduct. In other words, preventive writing creates binding rules. For example, contracts and conveyances create rights and duties which regulate the relationship between the parties. Bills, when passed into law, regulate the conduct of the citizens. Thus, contracts create "private" law while legislation and regulation create "public" law.[41]

Another important feature of preventive writing is the use of **forms and precedents**. There are many forms and precedents that provide the basic framework for preventive writing. For example, an old legislation can be used to prepare a new bill with the necessary adaptations especially with regard to the substantive

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[34] Ibid 257.
[35] Ibid 261-262.
[36] Duncan L Kennedy, 'Legislative Bill Drafting' [1946] *Minnesota Law Review* 103.
[37] See generally Godwin Umoh, *Fundamentals of Legislation* (Modern Business Press Ltd 2005) 15.
[38] Duncan L Kennedy, 'Legislative Bill Drafting' [1946] *Minnesota Law Review* 103.
[39] Reed Dickerson, 'Legislative Bill Drafting: A Challenge to the Legal Profession' [1954] 40 *American Bar Association Journal* 635, 636.
[40] Kennedy (n 36) 105.
[41] Swisher (n 10) 874.

provisions. An old lease can be used to prepare a new lease with the necessary adaptations especially with regard to the names of the parties, the addresses of the parties, the consideration, the description of the property, and the duration of the lease. However, precedents are not inviolate. They were manufactured to meet the needs of the clients at the time. Therefore, each legal document should be carefully crafted to meet the needs of the client.[42]

Many practice books provide precedents on legal drafting.[43] Practice books on business and commercial law provide precedents on contracts. Practice books on property law provide precedents on contracts of sale of land, conveyances, leases, wills and trusts. Practice books on company law and secretarial practice provide precedents on articles of association, memorandum of association and minutes of company meeting. Practice books on legislative drafting provide precedents on laws and regulations.[44]

2.2 Predictive Writing

Predictive writing is the objective analysis of the relevant law in relation to a set of facts to predict the outcome, as a judge would decide a case. Predictive writing is also known as **objective writing** because the lawyer must analyze the relevant law and the facts *objectively*, without taking any side. This means that the style of writing takes a neutral tone.[45]

The commonest examples of predictive writing are the legal memorandum addressed to a senior colleague in the office and opinion letter addressed to a client. In both types of predictive writing, the lawyer's role is to predict the legal outcome as accurately as possible, objectively weighing the strengths and weaknesses of the case as revealed by analyzing the relevant law and the facts of the case. To engage in predictive writing, the lawyer must be abreast of the facts, understand the legal problem or issue disclosed by the facts and conduct a thorough research on the relevant law to resolve the issue.[46]

2.2.1 Legal Opinion:

Legal opinion is a formal letter typically provided to confirm a specified legal position in relation to a document or series of transaction documents.[47] It is not a guaranty, but merely a lawyer's informed judgement as to a specific question of law. Generally, legal opinions are directed to clients. However, in practice, legal opinions may be provided at the request of clients to or for the benefit of third parties such as investors and financiers, who may require such opinions as a condition precedent to closing business transactions such as mergers, acquisitions, securities offerings, real estate transactions, debt financings and purchase agreements.[48]

The legal opinion may take the form of a letter addressed to the client or a third party at the instance of the client. In the case of a third party opinion, it is addressed to a specific recipient at the instance of a named client. Such opinion is given with reference to the transaction documents between the client and the third party or opinion recipient. The opinion is to the effect that the parties have authorized the transaction, the

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[42] Ibid 876.

[43] See, for example, PAO Oluyede, *Nigerian Conveyancing Practice, Drafting and Precedents* (Heinemann Educational Books (Nigeria) Ltd 1994); CO Adubi, *Legal Drafting, Conveyancing Law, Wills and Practice* (2nd edn, Lighthouse Publishing Co. 2012)

[44] See, for example, GC Thornton, *Legislative Drafting* (4th edn, Butterworths 1996).

[45] Michael Zakarin, *Legal Writing Simplified* (Touro Law Center 2025) 17.

[46] William H Putman, *Legal Analysis and Writing* (3rd edn, Cengage Learning 2009) 33.

[47] Andrew Dodds and Estelle Macleod, 'Issues to Consider When Drafting Reasoned Legal Opinions' [2020] *Butterworths Journal of International Banking and Financial Law* 179.

[48] SL Schwarcz, 'The Limits of Lawyering: Legal Opinions in Structured Finance' [2005] 84(1) *Texas Law Review* 1, 9.

requisite consents have been obtained and the parties signing the transaction documents are the duly authorized signatories.[49]

There are two common **types of legal opinions**. The first is the **remedies opinion**. It is also called the **enforceability opinion.** This opinion is to the effect that the transaction documents are valid, binding and enforceable against the client in accordance with their terms.[50] This type of opinion addresses three related issues:

1. Whether an agreement has been formed under the law governing the transaction?
2. Whether the remedies for breach of the agreement are enforceable by a court of law?
3. Whether the other provisions unrelated to breach of the agreement are enforceable by a court of law?[51]

The second is the **corporate status opinion**. This type of opinion relates to the legal existence and status of the client company. It is also known as "Due Organization, Authorization, Execution and Delivery Opinion." This opinion is to the effect that the client company is duly organized or incorporated, validly existing and duly authorized to complete the transaction and that the execution and delivery of the agreement will not cause a breach of any other agreement.[52]

There are as many other variations of standard opinions as there are experts. They include **Corporate Powers Opinion** (to the effect that the client company has the power to do what it is about to do); **Corporate Acts Opinion** (to the effect that the client company has done what it needs to do to authorize the transaction); **No Violation Opinion** (to the effect that the transaction does not violate any subsisting agreement or existing law); **No Consent Opinion** (to the effect that nobody is required to consent to the transaction); **No Litigation Opinion** (to the effect that there is no pending litigation against the client company); and ***Pari Passu* Opinion** (to the effect that, subject to certain exceptions, certain specified obligations of a party rank equally with all of its other obligations).[53]

The legal opinion may be clean or reasoned. **Clean opinion**, or unqualified opinion, clearly expresses the position of the law on a particular matter. On the other hand, **reasoned opinion**, or explained opinion, states how a judge would rule on a particular legal matter.[54]

Opinion letters are fact-specific and written on transaction-by-transaction basis. As such, an opinion letter cannot be relied upon by a third party not addressed in the letter. The general rule is that only addressees of a legal opinion can rely on it. A third party not addressed in an opinion letter cannot rely on it except

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[49] Charles R Beaudrot, 'Transactional Skills Training: Opinions Letters' [2009] *The Tennessee Journal of Business Law* 405.

[50] Ibid 406.

[51] Kelly A Love, 'A Primer on Opinion Letters: Explanations and Analysis' [2007] 9 *The Tennessee Journal of Business Law* 67, 75-76.

[52] Michael Gruson and Stephan Hutter, 'International Bar Association Project on Legal Opinions in International Business Transaction' [1988] 10(1) *University of Pennsylvania Journal of International Business Law* 71, 73-74.

[53] See generally, Charles R Beaudrot, 'Transactional Skills Training: Opinions Letters' [2009] *The Tennessee Journal of Business Law* 405, 415-419; Scott Fitzgibbon and Donald Glazer, 'Legal Opinions in Corporate Transactions: The Opinion on Agreements and Instruments' [1987] 12(4) *The Journal of Corporation Law* 657-697; Michael Gruson and Stephan Hutter, 'International Bar Association Project on Legal Opinions in International Business Transaction' [1988] 10(1) *University of Pennsylvania Journal of International Business Law* 71, 73-86.

[54] Love (n 51) 68.

with the consent or acquiescence of the law firm.[55] Most legal opinions nowadays expressly prohibit reliance by anyone other than the addressees and even prohibit the addressees from relying on then for any other purpose than the transactions with respect to which they were rendered.[56]

2.2.2 Legal Memorandum:

Legal memorandum, also called **research memo**, is a comprehensive written document for reporting the results of legal research and analysis of the relevant law and its application to a particular set of facts.[57] It is also known as **objective memo** or **predictive memo**. The **aim of a legal memorandum** is to assist a senior colleague, to whom it is addressed, to advise a client on the most appropriate course of action: to sue, to settle or to go to trial.[58]

In writing a legal memorandum or research memo, the lawyer must accurately summarize the relevant facts; identify the issue or problem; state the applicable law; apply the law to the facts; and predict how a judge would rule on the issue or resolve the problem.[59] In all, the identification and statement of the issue or problem is the most important part of the memo. It is the 'why' of your memo. According to Ernst Jacobi, it should answer the questions, 'Why are you writing it, why are you concerned, and why should someone read it?'[60]

The **format of a legal memorandum** looks much like the office memorandum. It shows the person from whom it emanates and the person to whom it is addressed. It also contains the date and the subject matter. Sometimes, it also contains a reference number. If it is a case that is already in court, then, it will further contain the suit number.

The **structure of a legal memorandum** may vary according to the complexity of the issues and the style of presentation. The basic forms of organizational structure of legal memorandum are:

(1) **IRAC** (Issue, Rule, Application, and Conclusion);[61]
(2) **FIRAC** (Facts, Issue, Rule, Analysis, and Conclusion);[62]
(3) **IREAC** (Issue, Rule, Explanation, Application, and Conclusion);[63]
(4) **ILAC** (Issue, Law, Application, and Conclusion);[64]
(5) **FILAC** (Facts, Issue, Law, Analysis, and Conclusion);[65]
(6) **MIRAT** (Material Facts, Issue, Rule, Argument or Application, and Tentative Conclusion);[66] and
(7) **MIRAC** (Material Facts, Issue, Rule, Argument or Application, and Conclusion).[67]

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[55] AM Adcock, G Merel and RH Ryan, 'Legal Opinion - Who May Rely' [2014] 69 *The Business Lawyer* 957.
[56] Ibid 957.
[57] Mark Gannage, 'How to Structure Your Legal Memorandum' [1999] 8 *Perspectives: Teaching Legal Research and Writing* 30.
[58] John C Kleefeld, 'Write Me a Memo' [2010] *Canadian Legal Education Annual Review* 217-228, 218 https://ssrn.com/abstract=1934380> accessed 2 June 2019.
[59] Bryan A Garner, *The Redbook: A Manual on Legal Style* (3rd edn, West Academic Publishing 2002) 395.
[60] Quoted in Garner (n 59) 397.
[61] SI Strong and B Desnoyer, *How to Write Law Exams: IRAC Perfected* (West Academic Publishing 2016).
[62] Sally Ann Perring, 'In Defence of [F]IRAC' [1995] 10(1) *Bulletin of the Legal Writing Institute* 12.
[63] Mary Beth Beazley, 'Point/Counterpoint: Use of IRAC-Type Formulas – Desirable or Dangerous?' [1995] 10(1) *Bulletin of the Legal Writing Institute* 1.
[64] SI Strong and B Desnoyer, *How to Write Law Exams: IRAC Perfected* (West Academic Publishing 2016).
[65] Sally Ann Perring, 'In Defence of [F]IRAC' [1995] 10(1) *Bulletin of the Legal Writing Institute* 12.
[66] John H Wade, 'Meet MIRAT: Legal Reasoning Fragmented into Learnable Chunks' [1900] *Legal Education Review* 284
[67] Ibid 289.

Using the FILAC or FIRAC organizational structure or framework, with the inclusion of 'Brief (or Short) Answer' between the Issue and the Law (or Rule), a typical legal memorandum takes the following format:

LETTER HEADING

From: Head of Litigation	To: Head of Chambers
Subject: Assault Against Madam Helen Ade	Date: 20th June, 2025

Facts
State the **facts** relevant to the applicable law or rule. Focus on facts that are material and determinative and not facts that are irrelevant and subsidiary.

Issues
Identify the **issue(s)** or the legal question(s) that will be answered usually beginning with such key word as "whether" and ending with a question mark.

Brief (or Short) Answer
Provide a **brief (or short) answer** to the question presented in the issue. It should not be a proposition of law. It should simply answer the question presented in the issue.

Law (or Rule)
Identify the **law (or rule)** applicable to the facts or the issues. It should be stated as a general rule and not as a conclusion. It may be a rule stated by the courts in previous decisions or statutes or regulations or rules of court.

Analysis (or Application)
Analyze or **apply** the law or rule to the particular facts and circumstances of the case. This entails a discussion of the facts of the present case and how the relevant law or rule applies to it.

Conclusion
Conclude with the obvious answer to the issue or question that has been identified. It should also set out the courses of actions available to a client and their probable success.

Signed:
GG Otuturu

2.3 Persuasive Writing

The primary purpose of **persuasive writing** is to persuade your audience to accept your argument as the correct position. In courtroom practice, your audience may be a judge or an opposing counsel.[68] The advocate presents the facts and the law on behalf of his client forcefully and coherently to persuade the judge that the law is in favour of his client and urges the judge to enter judgement in favour of his client.

[68] Mary-Beth Moylan and Adrienne Brungess, 'Persuasive Legal Writing' in Mary-Beth Moylan and Stephanie J Thompson (eds), *Global Lawyering Skills* (West Academic Publishing 2018) 161.

Outside the courtroom, your audience may be an arbitrator, a mediator or an adversary to your client.[69] Examples of persuasive writing include demand letter written on behalf of a client, written address in support of a motion, final written address at the close of trial and brief of argument in the appellate courts.

2.3.1 Demand Letter:

A **demand letter** is a pre-litigation letter written at the instance of a client.[70] It sets out the claim of the client and makes a specific demand which must be met within a specified period of time. It also contains a threat of litigation if the demand is not met.

The primary aim of a demand letter is to persuade the recipient to meet the demand contained in the letter or face the consequences of litigation. After making the demand, the legal writer must emphasize the need for amicable settlement before threatening litigation if amicable settlement fails. If amicable settlement fails, the demand letter can be used to persuade the court that a fair notice was given to the recipient to perform his obligations and a warning about the potential consequences of failure to perform.[71]

Sometimes, a statute may require a pre-action notice which must set out the claim of your client.[72] The notice takes the form of a demand letter. In such a case, the letter must comply with the requirements of the statute as to its contents and the timeline within which it must be served on the recipient.

2.3.2 Written Address/Brief of Argument:

The rules of trial courts require counsel to file a **written address** either in support of a motion or a final written address at the close of trial.[73] The rules of appellate courts also require counsel to file a **brief of argument** in support of his client's appeal.[74]

The rules of court recognize three main **types of brief**. If you are the appellant's counsel, you are required to file an appellant's brief of argument.[75] The issues argued in the appellant's brief must be based on the grounds of appeal filed. The respondent is at liberty to formulate different or alternative issues for determination but such issues must be consistent with the grounds of appeal filed by the appellant.[76]

If you are the respondent's counsel, upon receipt of the appellant's brief of argument, you are required to file a respondent's brief of argument.[77] A respondent's brief is filed by the respondent to react to the specific issues for determination raised and argued in the appellant's brief and to advance arguments in defence of the judgement appealed against.[78]

A respondent's brief has two functions. It is refutatory as it answers specific points that the appellant's brief is attacking. It is supportive in that it advances arguments in support of the reasoning in the judgement

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[69] See generally, Stephanie J Thompson, 'Knowing Your Audience' in Mary-Beth Moylan and Stephanie J Thompson (eds), *Global Lawyering Skills* (West Academic Publishing 2018) 77-86.

[70] Gerald Lebovits, 'By Popular Demand: Demand Letters' [2016] 88 *New York State Bar Journal* 64.

[71] Charles R Calleros, *Legal Method and Writing* (5th edn, Aspen Law and Business 2006) 527.

[72] See generally, GG Otuturu, 'Issues in Corporate Litigation' [2016] 7(4) *Gravitas Review of Business and Property Law* 129-142.

[73] See Federal High Court (Civil Procedure) Rules 2019, Order 26 rules 3 and 4.

[74] See Court of Appeal Rules 2021, Order 19 rules 2, 4 and 5; Supreme Court Rules 2024, Order 16 rules 2, 4 and 5.

[75] See, for example, Court of Appeal Rules 2021, Order 19 rule 2; Supreme Court Rules 2024, Order 16 rule 2.

[76] *Dornier Aviation Nigeria Ltd v Oluwadare* [2007] 1 NWLR (Pt. 1033) 336, 355 per Kekere-Ekun JCA.

[77] See, for example, Court of Appeal Rules 2021, Order 19 rule 4; Supreme Court Rules 2024, Order 16 rule 4.

[78] Oluwadare (n 76) 355 per Kekere-Ekun JCA.

appealed from.[79] The traditional role of the respondent in an appeal is to do everything to support the judgement. He is not supposed to attack the judgement except he had filed a cross-appeal. The respondent's brief should answer all material points of substance contained in the appellant's brief. The brief must reflect all the points which the respondent wishes to concede as well as reasons why the appeal ought to be dismissed.[80]

Upon receipt of a respondent's brief of argument, the appellant's counsel has a right to file an appellant's reply brief.[81] The main purpose of a reply brief is to answer any new points arising from the respondent's brief. A reply brief is filed when an issue of law or argument raised in the respondent's brief calls for a reply. Where a reply brief is necessary, it should be limited to answering any new points arising from the respondent's brief. A new point is a fresh point, which was raised by the respondent in his brief. A reply brief cannot be used to strengthen the appellant's brief by way of repeating the arguments made in the appellant's brief. A reply brief is not a recitation of the appellant's brief. Where there are no new points in a respondent's brief, a reply brief is otiose.[82]

There are six **essential parts of written address** or **brief of argument**. These are:

(1) **Introduction**: This will include a brief history of the case or, in the case of an appeal, the history of the case in the lower court.

(2) **Statement of Facts**: This will include a brief statement of the **facts of the case** or, in the case of an appeal, a brief statement of the facts that happened in the lower court with specific references to the pages of the records.

(3) **Issue(s) for Determination**: This includes the issue(s) for determination which, in the opinion of counsel, is germane for the determination of the case or appeal. An **issue** is a statement of facts with their legal consequences, not statements of abstract principles of law. Such facts in issue must be tailored to the facts of the case.[83] In the case of an appeal, the issues for determination must relate to the grounds of appeal.[84] It has been held on high authority in *Orji v Zaria Industries*[85] that where in a brief, grounds of appeal and not issues as formulated are argued, the brief is considered irredeemably bad.[86]

(4) **Legal Argument**: This will include the **arguments on the issues** formulated for determination, which must be supported by relevant authorities whether statutory or judicial. It is in this section that that the CRAC or CRARC paradigm is deployed.[87]

(5) **Conclusion/Prayer**: The conclusion comprises numbered summary of the main arguments. The prayer is what the advocate urges on the court usually to give judgement in favour of his client or to dismiss his opponent's case.[88]

In trial and appellate advocacy, CRAC is one of the most widely used persuasive paradigms for the development and presentation of legal arguments in written addresses and briefs of argument. It is deployed

[79] *Olaniyan v Adeniyi* [2007] 3 NWLR (Pt. 1020) 1, 15 E-F per Fabiyi JCA.
[80] *Imoniyame Holdings Ltd v Soneb Enterprises Ltd* [2010] 4 NWLR (Pt. 1185) 561, 585 C-D per Adekeye JSC.
[81] See, for example, Court of Appeal Rules 2021, Order 19 rule 5; Supreme Court Rules 2024, Order 16 rule 5.
[82] *Olafisoye v. Federal Republic of Nigeria* [2004] 4 NWLR (Pt. 864) 580, 644 D-F per Tobi JSC.
[83] *Moriki v Adamu* [2001] 15 NWLR (Pt. 737) 666, 681-682 H-A per Mohammed JCA.
[84] *Ibator v Barakuro* [2007] 9 NWLR (Pt. 1040) 475, 503 B-E per Ogbuagu JSC.
[85] [1992] 1 NWLR (Pt. 216) 124; [1992] SCNJ 20, 49.
[86] *Oyejola v Agboola* [1995] 8 NWLR (Pt. 411) 88, 99 F-G per Nsofor JCA.
[87] Gerald Lebovits, 'Persuasive Writing for Lawyers – Part I' [2010] 82(2) *New York State Bar Association* 58.
[88] *Kabirikim v Emefor* [2009] 14 NWLR (Pt. 1162) 602 at 634 C-F per Muntaka-Coomassie JSC

in the argument section for each issue in a final written address or brief of argument. CRAC stands for Conclusion, Rule, Analysis, and Conclusion.[89] Other variations of CRAC include CREAC and CRARC. CREAC stands for Conclusion, Rule, Explanation, Application, and Conclusion,[90] while CRARC stands for Conclusion, Rule, Application, Rebuttal and Refutation, and Conclusion.[91]

In the initial conclusion section, summarize your argument clearly. It should clearly state the proposition or theme or theory of the case. It should state your premise and your arguments should prove it.[92] Legal writing expert, Gerald Lebovits, offered some tips on the use of the CRARC paradigm.[93] In the rule section, present the rules of law that support your initial conclusion. Support each rule with the best authority. In the analysis section, apply the law to the facts of the case. Demonstrate to the reader how the rules apply to the facts of the case. In the rebuttal and refutation section, which applies to the CRARC paradigm, state the other side's argument and counter them with superior argument. In the final conclusion, state the specific relief you seek.[94]

The following is an example of final written address based on the CRAC paradigm:

IN THE HIGH COURT OF BAYELSA STATE
IN THE YENAGOA JUDCIAL DIVISION
HOLDEN AT YENAGOA

SUIT NO. YHC/222/2024

BETWEEN
EKONG OGONI - - - - - - - - - - - CLAIMANT
AND
MADAM GASI GALTON - - - - - - - - - DEFENDNAT

DEFENDANT'S FINAL WRITTEN ADDRESS

1.0 Introduction:

1.1 The claimant instituted this suit by a writ of summons dated 25th January 2024 claiming against the defendant the following reliefs:
(1) A declaration that the claimant is entitled to a customary right of occupancy over the land in dispute lying at Opossum Bush, Yenagoa;
(2) An injunction restraining the defendant from trespassing on the land in dispute;
(3) Cost of the action.

1.2 The defendant filed her statement of defence on 3rd March 2024. The claimant testified for himself as CW1 and the defendant testified in person as DW1 and called her uncle, Chief Adam Carlton, who testified as DW2.

[89] Mary-Beth Moylan and Adrienne Brungess, 'CRAC - A Persuasive Paradigm' in Mary-Beth Moylan and Stephanie J Thompson (eds), *Global Lawyering Skills* (West Academic Publishing 2019) 164-169.
[90] Diane Kraft, 'CREAC in the Real World' [2015] 63(3) *Cleveland State Law review* 567
[91] Gerald Lebovits, 'Cracking the Code to Writing Legal Arguments: From IRAC to CRARC to Combinations in Between' [2010] 82(6) *New York State Bar Association* 64.
[92] Moylan and Brungess (n 89) 172.
[93] Gerald Lebovits, 'Persuasive Writing for Lawyers – Part I' [2010] 82(2) *New York State Bar Association* 64.
[94] Ibid 58-59.

2.0 Statement of Facts:

2.1 The claimant's case is that he inherited the land in dispute from his father, Ogoni. He stated that since the death of Ogoni in 2001, he had been in possession of the land until 2024 when defendant trespassed on the land.

2.2 The defendant's case is that the land in dispute belongs to her father, Galton, who inherited it from his father, Carlton, who is the founder of the land by first settlement.

3.0 Issue(s) for Determination:

3.1 We submit that the sole issue for determination is: ***Whether the claimant has proved his case to be entitled to judgement?***

4.0 Legal Argument:

4.1 On the sole issue for determination, we submit that the claimant has not proved his case on a preponderance of evidence and, therefore, he is not entitled to judgement. It is trite that a claimant who traces his root of title to a named person must also plead and prove how that person came to own the land in dispute See *Igoagbara v. Ufomadu* [2009] 11 NWLR (Pt. 1153) 587 at 600.

4.2 In the instant case, the claimant pleaded and led evidence that he inherited the land in dispute from his father, Ogoni. However, when CW1 was asked under cross-examination how his father came to own the land in dispute, he said, "I don't know."

4.3 It is also trite that he who asserts must prove. See section 131 of the Evidence Act 2011 as amended. If a person fails to prove his case, the action must fail. See *Buhari v INEC* [2008] 19 NWLR (Pt. 1120) 246 at 350. In the instant case, the claimant having woefully failed to prove his case, his claim is bound to fail and we so submit.

5.0 Conclusion/Prayer:

5.1 Based on the evidence before the court and the authorities cited above, it is clear that the claimant has failed woefully to prove his case.

5.2 Accordingly, we urge the court to dismiss the case with substantial cost.

Dated the _____ day of _____ 2025

_____

Gogo George Otuturu, Esq.
(Defendant's Counsel)

In the CRARC paradigm, the advocate includes arguments in rebuttal and refutation of the opponent's arguments before the final conclusion.[95] In other words, the advocate adopts the devil's advocate approach by looking at the opponent's arguments and advancing arguments in rebuttal and refutation of the opponent's strongest arguments. It is the opportunity the advocate has to weaken his opponent's case.

[95] Gerald Lebovits, 'Cracking the Code to Writing Legal Arguments: From IRAC to CRARC to Combinations in Between' [2010] 82(6) *New York State Bar Association* 64, 50.

In the above example, the defendant's counsel could state the law on which the claimant's case is based and then discredit it based on the claimant's pleading and evidence. For example, he could include the following counter argument and rebuttal as paragraph 4.4 before the final conclusion.

> 4.4 The law is now settled that where a claimant to a right of occupancy based his claim on traditional history and he successfully discharged the onus of proof of that root of title, there is no need for him to lead evidence on any other mode of proving title to land. See *Alikor v Ogwo* [2010] 5 NWLR (Pt. 1187) 281 at 298-299. However, a party who seeks title to land and relies on traditional history must, to succeed, plead and prove facts as to (a) who founded the land; (b) how the land was founded; and (c) particulars of the ancestors through whom he claims. See *Ewo v Ani* [2004] 3 NWLR (Pt. 861) 610 at 631 B-C per Katsina-Alu JSC. In the instant case, the claimant's pleading and evidence are bereft of facts as to who founded the land, how the land was founded and the particulars of the ancestors through whom he claims.

2.3 Analytical Writing

Analytical writing involves the rigorous analysis, interpretation and evaluation of existing sources to gain new insights. It entails breaking down a complex problem into its component parts; examining each part by interpreting, exploring and explaining it; and presenting a reasoned argument.[96] It is used by legal writers to evaluate case law, interpret statutes and assess policy implications. Analytical tools such as IRAC, ILAC, FIRAC, FILAC, CREAC, CRAC and CRARC are also employed in the analysis section in predictive and persuasive writing.[97]

The main types of analytical writing are academic writing and scholarly writing. **Academic writing** encompasses all kinds of writing designed to communicate research findings within an academic community. It is prevalent in educational setting especially universities and research institutions.[98] Examples include students' written assignments, projects (or long essays), seminar papers, theses and dissertations. The structure and process of writing projects, theses and dissertations under the NALT Guide are examined under separate treatises on the nuts and bolts of research proposal[99] and practical approach to research report writing.[100]

Scholarly writing is an advanced form of academic writing undertaken by experts such as academia and practitioners in their respective fields. The aim is to advance knowledge and contribute to professional development within a specific field.[101] Examples of scholarly writing include journal articles, conference papers, monographs, books and book reviews. There are different types of articles depending on the reason for writing them. They include review articles, research articles, opinion articles, policy articles, case notes and legislative notes.

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[96] See generally, David Rosenwasser and Jill Stephen, *Writing Analytically* (Harcourt Bruce 1997) 2-3.

[97] Gerald Lebovits, 'Cracking the Code to Writing Legal Arguments: From IRAC to CRARC to Combinations in Between' [2010] 82(6) *New York State Bar Association* 64, 52.

[98] S Alam, SM Fasiullah and MA Khan (eds), *Academic Writing* (Maulana Azad National Urdu University 2024) 11.

[99] GG Otuturu, 'Legal Research Methodology: The Nuts and Bolts of Research Proposal' [2024] 4(2) *International Journal of Civil Law and Legal Research* 56-66

[100] GG Otuturu, 'Legal Research Methodology: A Practical Approach to Research Report Writing' [2025] 10(1) *Journal of Law and Global Policy* 37-53

[101] SL Shannon, *A Guide to Academic and Scholarly Writing* (Baldwin Book Publishing 2011) 2.

Review article summarizes and evaluates the existing literature or secondary research on a specific topic.[102] It involves a thorough review of existing literature to gain a state-of-the-art knowledge on a particular topic.[103] It is suitable for both doctrinal and empirical research. In doctrinal research, it is commonly known as **traditional or narrative review article**.

Research article reports empirical research findings or discoveries in a particular field. It enables the legal writer to expand knowledge beyond the armchair confines of doctrinal research.[104] It involves original study by conducting experiment or fieldwork, analyzing data and presenting new findings or discoveries to the academic community.[105] It is suitable for original (scientific) research otherwise known as empirical research. Nowadays, a review of the existing literature is included in empirical research before reporting the new findings.

Opinion article or **opinion paper** expresses and advances the author's unique perspective, analysis or judgement on a particular subject. It focuses on a topical issue at the time of writing. It seeks to enlighten and influence public opinion about the subject.[106] For example, during the Covid-19 pandemic, experts wrote on different aspects of the pandemic. It is usually shorter than research article and review article.

Policy article analyzes and evaluates the effectiveness of a rule, regulation or policy and makes practical or evidence-based recommendations for reform. It defines an important policy issue, provides an up-to-date analysis of the issue and makes such recommendations that are designed to help policy makers to resolve the issue. Its primary purpose is to influence public policy or decision-making.[107]

Case note or **case comment** is a scholarly paper that focuses on the discussion and analysis of a recent case or landmark decision of a court especially an appellate court.[108] It usually contains an introduction, the facts of the case, the decision of the court, an analysis of the decision, the implications of the decision on existing law and policy, shortcomings of the decision and suggestions for reform, if any, and conclusion.[109]

Legislative note analyzes a proposed legislation or a newly enacted legislation often section by section.[110] It usually contains an introduction, the legislative history of the enactment, the changes in the new legislation, implications on existing law and policy, observed deficiencies in the new legislation, suggestions for further reform, and conclusion.[111]

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[102] TL Sajeevanie, 'Literature Review and Academic Research' [2021] 9(1) *International Journal of Creative Research Thoughts* 2713, 2716.

[103] Ibid 2716.

[104] Richard Delgado, 'How to Write a Law Review Article' [1986] 20 *University of San Francisco Law Review* 445, 447-448.

[105] B Happell, 'Writing for Publication: A Practical Guide' [2008] 22(28) *Nursing Standard* 35-40, 37.

[106] Ibid 38.

[107] Ibid 38.

[108] JL Wherry and KE Murray, *Scholarly Writing: Ideas, Examples ad Execution* (Carolina Academic Press 2019) 6. See for example, GG Otuturu, 'Categories of Contract of Employment: A Note on Union Bank of Nigeria Plc v. Ogboh' [2005] 9(1) *Modern Practice Journal of Finance and Investment Law* 200-213.

[109] Richard Delgado, 'How to Write a Law Review Article' [1986] 20 *University of San Francisco Law Review* 445, 447.

[110] Ibid 446.

[111] Ibid 446.

Essay or **legal essay** is a relatively shorter scholarly piece than an article or note. It is generally half the length of an average article or note. It may be written by professors, practitioners, judges or even students.[112] Sometimes essays are published in group by numerous authors especially when they are invited on predefined topics.[113]

Seminar paper is a shorter and more focused research report than a project, thesis or dissertation. It is usually undertaken by students at postgraduate level and presented to their peers and supervisors as part of their course work. It is designed to enable the participants to engage in in-depth research and to develop both analytical and critical thinking skills. An ideal seminar paper resembles an article.[114] Thus, with minor corrections, a seminar paper is a publishable article. A seminar paper may be empirical or theoretical. An empirical seminar paper follows the structure of a scientific research article, while a theoretical seminar paper follows the structure of a literature review article.

Conference paper may be a research article, review article, opinion article, policy article, case note or legislative note presented at a conference to the academic community for scrutiny. If it passes the scrutiny, it is published in the conference proceedings.[115] It may be an international or a comparative study, or a collaborative study carried out by two or more colleagues in the same or different institutions, or a multidisciplinary study carried out by two or more authors in related fields of study, or an interdisciplinary study carried out by two or more authors in different fields of study.

Monograph is a publication based on an in-depth research on a specific topic by an expert. It differs from a book or article which may have more than one author.[116] In terms of length, it is longer than an article or a conference paper but shorter than a book. A good example is an inaugural lecture presented by a professor on a specific topic in his area of specialization. Several monographs may be published from a well-researched thesis or dissertation. It is a miniature book and comprises three important parts, namely, the preliminaries, the main text in chapters and the concluding matters.[117]

Book or **textbook** is a more comprehensive publication than monograph. It is more extensive and focuses on specialized academic subjects such as contract, banking, insurance, agency and hire purchase or practice-based subjects such as pleadings, cross examination, practice and procedure. It can cover a topic much more thoroughly than an article. However, books tend to be less up to date than articles.[118]

Book review evaluates the content of a recently published book or a revised edition of a book and its contribution to the existing literature in the field.[119] It usually gives basic information about the book especially the title, author, publisher, year of publication and number of pages. It should describe the book's overarching themes and give a fair assessment of its importance in terms of what it contributes to the current literature in the field.[120]

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[112] Wherry and Murray (n 108) 2.

[113] See, for example, OVC Okene and GG Otuturu (eds), *Legal Essays in Honour of Prof E. E. Essien (SAN)* (Princeton & Associates Publishers 2020)

[114] Herald Grethe, 'Guidelines for Preparing a Seminar Paper or Thesis' (DIATD 2006) 3.

[115] Sajeevanie (n 102) 2716.

[116] Shabih H Zaidi, 'How to Write a Monograph' in *Scientific Writing* 230 <http//www.pame.org.pk/Books/ScientifWriting/25.Shabih-H.Zaidi_25> accessed 23 December 2025.

[117] P Padanabha, *Manual for Writing Reports, Monographs and Papers* (Ministry of Home Affairs, New Delhi, India, 1983) 8.

[118] Sajeevanie (n 102) 2716.

[119] Bryan A Garner, *The Redbook: A Manual on Legal Style* (3rd edn, West Academic Publishing 2003) 571.

[120] Ibid 572.

3.0 Structure of Legal Writing

The structure (or organization) of your writing is just as important as the research you have carried out. In practice, the structure of legal writing will depend on the type of writing in question. We have seen the structure of different types of preventive writing, predictive writing and persuasive writing. In this segment, it is intended to examine the structure of analytical writing with particular reference to research articles and review articles.

3.1 Structure of Research Articles

A good research article must have a good structure. By far, the most commonly used structure for original scientific research articles is the IMRAD structure. IMRAD stands for Introduction, Methods, Results and Discussion.[121] Other key parts of a research article include the title, abstract and keywords before IMRAD and the conclusion and references after IMRAD.[122]

(a) Introduction:

It is usual to adopt the **funnel approach** in writing the introduction. This approach begins with a general overview of the topic and narrows down to the specific issue or question which the paper will address.[123] It should provide a brief background information on the topic, the problem being investigated, the research questions to be answered or the hypotheses to be tested and a review of the most relevant and current literature on the topic. The literature should be properly cited using the appropriate citation format to avoid plagiarism. Finally, the introduction should point out the gaps in the existing literature and describe how the paper intends to fill these gaps.[124]

(b) Methods:

This section should describe the materials and methods used in conducting the research. This is to enable other researchers to replicate the research and confirm the results.[125] It should describe the materials, animal or human subjects, study area and population, sample size and techniques, data collection, types of data and statistical tools used for analyzing the data.[126]

(c) Results:

The results are the key findings of the study. They are the answers to the research questions or hypotheses. The results should be presented without interpretation.[127] As a general rule, text should be used when the

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[121] LB Sollaci and MG Pereira, 'The Introduction, Methods, Results and Discussion (IMRAD) Structure: A Fifty-Year Survey' [2004] 92(3) *Journal of Medical Laboratory Association* 364-371; PKR Nair and VD Nair, *Scientific Writing and Communication in Agriculture and Natural Resources* (Springer 2014) 13.

[122] Nair and Nair (n 121) 13-14.

[123] F Ecarnot and others, 'Writing a Scientific Article: A Step-by-Step Guide for Beginners' [2015] 6 *European Geriatric Medicine* 573-579, 574.

[124] Sarah Cuschieri, Victor Greech and Charles Savona-Ventura, 'WASP (Write a Scientific Paper): Structuring a Scientific Paper' [2019] 128 *Early Human Development* 114-117, 115; Sue Jenkins. 'How to Write a Paper for a Scientific Journal' [1997] 53(1) *SA Journal of Physiotherapy* 3, 4; Laxmi Shrestha, Bishal Joshi and Anand Kumar, 'Writing a Research Paper: A Guide' [2021] 9(23) *Journal of Universal College of Medical Sciences* 76, 78.

[125] Ecarnot (n 123) 575.

[126] Sabyasachi Sengupta others, 'Publish or Perish: The Art of Scientific Writing' [2014] 62(11) *Indian Journal of Ophthalmology* 1089, 1090-1091.

[127] Ibid 1091.

data being described is limited; tables when there is a copious amount of data to be described; and figures where trends or correlations are available.[128]

(d) Discussion:

The discussion section deals with the interpretation of the findings in the context of the research questions and the existing literature. It explains the findings, relates them to previous studies and points out their similarities and differences.[129] It should also indicate how the results are likely to influence practice and add to the existing body of knowledge.[130]

(e) Conclusion:

The conclusion may be integrated into the discussion or it may stand alone.[131] Whichever way, the conclusion simply summarizes the key findings and the implications of the study.[132]

(f) References:

This section lists all the sources cited in the paper using the appropriate citation format. The following are the legal research citation guides for writing theses, dissertations, projects, journal articles and other types of scholarly writing:

a) Association of Legal Writing Directors, *ALWD Citation Manual: A Professional System of Citation* (4th edn, Association of Legal Writing Directors 2010);[133]
b) Melbourne University Law Review Association, *Australian Guide to Legal Citation* (3rd edn, Melbourne University Law Review Association Inc 2010);[134]
c) McGill Law Journal, *Canadian Guide to Uniform Legal Citation* (6th edn, Carswell 2006);[135]
d) University of Oxford, *Oxford Standard for the Citation of Legal Authorities* (4th edn, Hart Publishing 2012);[136]
e) Nigerian Association of Law Teachers, *NALT Uniform Format and Citation Guide* (Nigerian Association of Law Teachers 2021);[137]
f) Harvard Law Review Association, *The Bluebook: A Uniform System of Citation* (21st edn, Harvard Law Review Association 2020).[138]

3.2 Structure of Review Articles

Review articles are based on simple IBC structure. IBC stands for Introduction, Body and Conclusion. Other key parts of a review article include title, abstract, keywords, footnotes and bibliography which are treated elsewhere.[139]

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[128] Best Practice Guidelines, 'WASP (Write a Scientific Paper): How to Write a Scientific Thesis' [2018] 127 *Early Human Development* 101-105, 102.
[129] Ibid 103.
[130] Ecarnot (n 123) 577.
[131] Nair and Nair (n 121) 22.
[132] B Happell, 'Writing for Publication: A Practical Guide' [2007] 22(28) *Nursing Standard* 35-40, 39.
[133] <http//www.alwd.org.about-guide> accessed 22 July 2022
[134] <http//www.law.unimelb.edu.au.mulr> accessed 22 July 2022
[135] <http//www.lawjournal.mcgill.ca> accessed 22 July 2022
[136] <http//www.law.ox.ac.uk/oscola> accessed 22 July 2022
[137] <http//www.naltng.org> accessed 22 July 2022
[138] <http//www.legalbluebook.com> accessed 22 July 2022
[139] GG Otuturu, 'Legal Research Methodology: Technicalities in Legal Writing' (Legal Research Methodology Lecture Series, Niger Delta University, 2023).

(a) Introduction:

The purpose of the introduction is to stimulate the interest of the reader and to provide background information about the topic.[140] It should define the problem or legal issue which the paper will address, the aim or purpose of the paper and the structure of the paper.[141] Stating the aim or purpose of the paper in the introduction will help the readers to follow your argument.

(b) Body or Main Paragraphs:

The body or main paragraphs will provide the context of the paper and the analysis of the problem or legal issue defined in the introduction. However, the number of main paragraphs will depend on the number of subtopics which, in turn, will depend on the type of review embarked upon. There are two main types of review articles. These are systematic review articles and narrative review articles.[142]

Systematic review article is considered as original work because it is conducted using rigorous methodological approaches. It is a research article that identifies relevant studies, appraises their quality and summarizes their results using scientific methodology.[143] The researcher follows explicit criteria to identify, select and evaluate results of the studies included in the review.[144] A statistical method known as meta-analysis is used to integrate the results of systematic review.[145] The structure invariably follows the IMRAD format for all original (scientific) research articles. It is mostly used in science, engineering, health and medical research.

Narrative review article describes and discusses the current state of knowledge on a specific topic from a theoretical and contextual point of view. No methodological approaches are used to conduct the review and there are no evaluation criteria for inclusion of retrieved articles for review. It is a critical analysis of the literature published in books and journal articles.[146]

There are three types of narrative review articles. These are editorials, commentaries and overview articles.[147] Editorials are written by the editor of the journal or an invited guest. Commentaries are usually shorter than full length review articles and are written by an expert to provoke scholarly dialogue among the readers of the journal. Narrative overviews are comprehensive synthesis of existing literature with the author's findings based on the reviewed literature.[148] Most narrative review articles fall within this category.

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[140] Sue Jenkins. 'How to Write a Paper for a Scientific Journal' [1997] 53(1) *SA Journal of Physiotherapy* 3, 4; Laxmi Shrestha, Bishal Joshi and Anand Kumar, 'Writing a Research Paper: A Guide' [2021] 9(23) *Journal of Universal College of Medical Sciences* 76, 78.

[141] Reagan Seidler and Sarah MacLeod, 'Legal Essays: A Checklist' [2020] 29 *Dalhousie Journal of Legal Studies* 1-4; Laxmi Shrestha, Bishal Joshi and Anand Kumar, 'Writing a Research Paper: A Guide' [2021] 9(23) *Journal of Universal College of Medical Sciences* 76, 78.

[142] John A Collins and Bart CJM Fauser, 'Balancing the Strengths of Systematic and Narrative Reviews' [2004] 11(2) *European Society of Human Reproduction and Embryology* 102.

[143] Jill Jesson and Fiona Lacey, 'How to Do (or Not to Do) a Critical Literature Review' [2006] 6(2) *Pharmacy Education* 139, 145.

[144] Patricia Cronin, Frances Ryan and Michael Coughlan, 'Undertaking a Literature Review: A Step-by-Step Approach' [2008] 17(1) *British Journal of Nursing* 38, 39.

[145] Edna Terezinha Rother, 'Systematic Literature and Narrative Review' [2007] 20(2) *ACTA* vii, viii.

[146] Ibid viii.

[147] Bart N Green, Claire D Johnson and Alan Adams, 'Writing Narrative Literature Reviews for Peer-Reviewed Journals: Secrets of the Trade' [2006] 5(3) *Journal of Chiropractic Medicine* 101, 103.

[148] Ibid 103.

Under the NALT 'Format for Structuring Articles for Journal Publication,' the legal writer has discretion to determine the number of body or main paragraphs according to the variables or sub-titles or sub-subtitles.[149] The body of the article should be divided into sub-main titles which should not exceed six main parts which should be consecutively numbered in Arabic numerals. Each sub-main title may be further divided into sub-subtitles.[150]

It is important to indicate at the beginning of each paragraph the focus of the paragraph. This is achieved by using a topic sentence. The topic sentence helps to signpost what the paragraph is about. It is also a useful device for the writer to assess whether or not all the content in the paragraph is relevant.[151]

The body or main paragraphs may canvass a variety of subjects, but the transitions between them should be seamless. This will prevent the paper from appearing disjointed. For example, if a paragraph further supports a point previously made, transitional words or phrases such as "moreover" or "in addition" may be useful; if the paragraph covers different ground, or poses the alternative argument, "however" or "in contrast" may be more appropriate.[152]

(c) Conclusion:

The conclusion is the last opportunity the writer has to remind the readers what the paper set out to do, and how it has been accomplished. Whereas the introduction sets out what the paper proposes to do, the conclusion restates what the paper has actually achieved. It should state what is now known as a result of the review that was not known before.[153]

The conclusion should not contain any new material and it should be relatively short when compared to the rest of the paper. Essentially, it reiterates the main arguments made in the main paragraphs. It can also include a brief discussion of the implications of the findings and suggest possible areas for further research.[154]

For example, the conclusion to this article recaps the key points made in the body or main paragraphs. It restates the different types of legal writing and emphasizes the importance of legal writing to the legal profession. It suggests further research into legal writing with emphasis on practical approach to academic and scholarly writing and the development of legal arguments using various predictive and persuasive paradigms especially the ILAC, CRAC, CREAC and CRARC paradigms to acquaint users of legal writing with the skills required for the performance of their roles as lawyers in the society.

[149] Nigerian Association of Law Teachers, *NALT Uniform Format and Citation Guide* (NALT 2021) 91-92.
[150] Ibid 91.
[151] Kristin Messuri, 'Writing Effective Paragraphs' [2016] 4(16) *The Southwest Respiratory and Critical Care Chronicles* 86.
[152] Bryan A Garner, *The Elements of Legal Style* (2nd edn, Oxford University Press 2002) 65.
[153] Green, Johnson and Adams (n 147 112.
[154] Abdullah Ramdhani, Muhammad Ali Ramdhani and Abdusy Syakur Amin, 'Writing a Literature Review Research Paper' [2014] 3(1) *International Journal of Basic and Applied Science* 47, 54.

6.0 Conclusion and Recommendation

Lawyers essentially speak and write for a living.[155] They write different types of legal documents to senior colleagues, clients and the court.[156] To this extent, legal writing is considered as the backbone of the legal profession. It is a critical skill that justifies proper consideration in the legal education curriculum.[157]

With the introduction of English for Legal Writing in the legal education curriculum for undergraduate programmes, coupled with the teaching of legal writing as part of the legal research methodology curriculum for postgraduate programmes in Nigerian universities, there is need for legal writers to conduct further research into academic and scholarly writing and the development of legal arguments using various predictive and persuasive paradigms especially the IRAC, ILAC, FILAC, CRAC, CREAC and CRARC paradigms to acquaint users of legal writing with the skills required for the performance of their roles as lawyers in the society.

[155] Lawrence J Trautman, 'The Value of Legal Writing, Law Review, and Publication' [2018] 51 *Indiana Law Review* 693, 696.
[156] CM Rusnak, 'Effective Legal Writing' (Continuing Legal Education Society of British Columbia, May 2019).
[157] S van der Merwe, 'Cautioning the Careless Writer: The Importance of Accurate and Ethical Legal Writing' [2014] 39(2) *Journal for Juridical Science* 23-52, 24.