

# Transactional Skills



# **Transactional Skills**

## **Contract Preparation and Negotiating (What to Do—and What Not to Do)**

**Peter Siviglia**



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Durham, North Carolina

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*for Anne*

## ANNIVERSARY

I would take from Them a line  
to define a thought—  
that time is but invention,  
an artifact of mind  
to mark the flow and cycle of events:  
harbors carved in space to brace a passage,  
give it place.

But this is mere convenience ... at best,  
for science a necessitude.  
As to the rest: all occurs  
and will occur as if by fate,  
without need-reference to a date.

The tiger knows no days.  
He marks not births nor kills  
with celebrations at appointed times,  
but moves in a continuum of grace,  
an elegance  
amid a forest of the mind.

I will not then pretend to mark a date for you  
to celebrate the counterfeit of some event.  
Instead I will spend all these days with you  
in equal celebration of all that you have meant.

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H. Do not quit early.	14
I. Do not use “et cetera” or its abbreviation “etc.”	16

J. Do not use the words “intend” or “intention” (as “. . . it is, therefore, the parties’ intention that . . .”); and do not use examples.	16
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**The River  
(A Respite from Part II)**

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# About the Book

*Transactional Skills* has three parts. Together, these three Parts provide comprehensive, realistic instruction that lays a sound foundation for any lawyer practicing in the realm of commercial transactions.

Part I introduces the writer to the rules and discipline required to prepare a proper and an effective contract. These rules include ethical considerations. Part II treats (i) basic and important contract terms, (ii) building agreements, especially in large, complex transactions, and (iii) some of the most basic and common agreements. Part III reveals the essentials to negotiate deals properly, effectively and ethically.

Part II also contains, wherever appropriate, references to drafting problems contained in *Exercises in Commercial Transactions*, Carolina Academic Press, revised edition 2019. Suggested solutions and commentary accompany each problem. If desired, each problem with the accompanying solution and commentary can serve as a case study.

In addition, wherever appropriate, under the heading “Resource Materials” that appears at the end of a chapter, and elsewhere in the text, Part II contains references to model contracts in *Commercial Agreements—A Lawyer’s Guide to Drafting and Negotiating*, Thomson Reuters, supplemented annually. These materials illustrate the principles discussed in Part II. Westlaw makes them available to law students and their teachers without charge if the law school has a Plan with Westlaw that includes *Commercial Agreements*.

Some prerequisites for a course using *Transactional Skills* are contracts, corporations and other business entities, and, if possible, a course in the Uniform Commercial Code.

Although a few of the Recourse Materials have not yet been published, Peter is a bit of a compulsive nerd, and has already written and edited the un-

published materials. He will be happy to provide any of those materials to teachers on request. Requests should be sent to him at [psiviglia@aol.com](mailto:psiviglia@aol.com).

Peter also adheres to Dirty Harry's maxim in *Magnum Force*: "A man has got to know his limitations." So he welcomes comments and suggestions.

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# About the Author

Peter Siviglia was born in Brooklyn, New York, a long time ago. He is now semi-retired from the practice of law, spending much of his time writing about contract preparation and teaching his grandchildren the games he played on the streets of Brooklyn.

Peter received a BA from Williams College in 1961, an MA from Brown University in 1962, and a JD from Harvard University in 1965.

Peter has practiced law in New York for more than 50 years, mostly in Manhattan, representing clients both domestic and foreign, public and private. He has served as correspondent counsel and as special counsel to major international law firms on contract matters and negotiating.

He is the author of one of West Group's best-selling works in the commercial field: *Commercial Agreements—A Lawyer's Guide to Drafting and Negotiating*, Thomson Reuters, supplemented annually. He is also the author of three works published by Carolina Academic Press: *Writing Contracts, a Distinct Discipline*; *Exercises in Commercial Transactions*; and *Contracts and Negotiating for the Business Person*; and a book of poetry and other writings, *The Sidelines of Time*, Archway Publishing.

In addition, Peter has written numerous articles on writing contracts and other legal topics, many of which have appeared in the NYS Bar Association *Journal*, where he has a regular column on contract preparation. He also lectures on contract preparation at CLE programs.

