

TOLES FOUNDATION EXAMINATION

Test of Legal English Skills.
Knowledge and understanding of legal vocabulary.

- Do NOT open this paper until the invigilator gives you permission to do so.
- You may NOT use a dictionary.
- Answer all questions on the answer sheets in this booklet, using black or blue ink.
- You may NOT use a pencil.
- The time allowed for this examination is 90 minutes.

Legal reading and writing

Candidate code:																				
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SECTION 1

Look at the groups of words below. In each group, three of the words belong together and there is one word that does not belong. **Put a circle around the word that is the odd one out.** Do NOT circle more than one answer for each group.

There is an example at the beginning (*).

(5 points)

Example

(*) A. offer B. acceptance C. insolvency D. consideration

(1) A. goods B. perishable C. warehouse D. conveyancing

(2) A. incorporate B. account C. cheque D. overdraft

(3) A. Statute B. Act C. Claim Form D. Bill

(4) A. recruitment B. candidate C. resolution D. interview

(5) A. carriage B. in transit C. transportation D. liquidation

SECTION 2

Look at the sentences below. Each sentence contains a mistake. The mistake is either an incorrect word or a word that should not be there. **Put a circle around the word.** Do NOT circle more than one answer for each sentence.

There is an example at the beginning (*).

(5 points)

Example

(*) My client agrees to repay the loan during a period of five years.

- (1) My boss went to London last week and he forgot to bought the book I asked him for.
- (2) Your client is in breach of the duty of the care and must pay damages to my client as a result.
- (3) She did not pay her tax on the due date and the tax authority put a fine of £500 upon her.
- (4) To create a legally binding contract both parties must provide a consideration, which is what the parties exchange under the contract.
- (5) The law firm bought a lot of expensive new furnitures for the Warsaw office.

SECTION 3

Read the following pairs of sentences. For each pair of sentences there are two possibilities, A or B. Decide which sentence uses the correct preposition. **Write your answers in the box below.**

There is an example at the beginning (*).

(5 points)

Example

- (*) (A) *Which judge is presiding over this case?*
(B) *Which judge is presiding about this case?*

- (1) (A) Her company is registered in the UK to Howard Training Solutions Ltd.
(B) Her company is registered in the UK as Howard Training Solutions Ltd.
- (2) (A) My client was at the airport for 8 hours yesterday because of bad weather.
(B) My client was on the airport for 8 hours yesterday because of bad weather.
- (3) (A) This loan is subject to the borrower providing evidence of salary.
(B) This loan is subject for the borrower providing evidence of salary.
- (4) (A) My client paid for the goods as bank transfer.
(B) My client paid for the goods by bank transfer.
- (5) (A) The business went into administration last year.
(B) The business went in administration last year.

(*) A	(1)	(2)	(3)	(4)	(5)
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SECTION 4

Look at the article below. Read it and decide if the statements under it are **TRUE** or **FALSE**. Write your answers in the box below.

There is an example at the beginning (*).

(5 points)

In February 2012 a dispute from 2011 continued in the High Court in London. The dispute continued because the claimants, who lost the original case, decided to appeal. The appellants in this case are Hameed and Inam Faidi. In 1995 Mr and Mrs Faidi moved into a flat in a building called Eaton Mansions. The building is located in London near Sloane Square. An organisation called The Grosvenor Estate owns the freehold of the building. The Grosvenor Estate manages the building by selling long leaseholds and therefore the buyer of any flat occupies it on a leasehold basis.

In 2010 the leaseholders of the flat directly above Mr and Mrs Faidi, Stinger Compania De Inverion (Stinger), sold the lease on the flat for £4.7 million to The Elliott Corporation, who are based in the Marshall Islands. Before selling the flat, the previous leaseholder obtained a licence for refurbishment and then removed the carpets and put down wooden flooring. This meant that Mr and Mrs Faidi could constantly hear the sound of shoes clicking on the floor, which they claim is a nuisance according to the law of tort.

Mr and Mrs Faidi's barrister said there was a clause in the lease agreement which states that the floors of every room except the kitchen and bathroom must be covered with carpet. He told the court that although The Grosvenor Estate gave Stinger a licence to make alterations to the flat in February 2007, this 'licence to alter' did not supersede the rule about keeping the floors carpeted and the leaseholders were therefore in breach. Lawyers for The Elliott Corporation argued that obtaining the licence for refurbishment meant that the freeholder waived the requirement to carpet the floor.

Example

(*) *The Court of First Instance heard this case in 2012.*

- (1) The appellants own the flat at Eaton Mansions on a freehold basis.
- (2) The Elliot Corporation obtained a licence to refurbish their flat in 2010.
- (3) The appellants' claim is based on the defendant's negligence.
- (4) The appellants' barrister referred to the lease agreement with The Grosvenor Estate.
- (5) The defendant's barrister claims that The Grosvenor Estate surrendered a right.

(*) FALSE	(1)	(2)	(3)	(4)	(5)
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SECTION 5

Here is a telephone conversation between a lawyer and a client. The conversation is mixed up. **Put the conversation in the correct order. Write your answers in the boxes numbered 1 – 8 below.**

There is an example at the beginning (*), which is the start of the conversation.

(8 points)

Example (*)

(AA) *Hello, Mr Stanfield. Thank you for taking my call at such short notice. I have an emergency. This morning I received a threatening letter from the legal department of SuperBurgers, the big restaurant chain. They say the name of my new restaurant, SuperCurries, is an infringement of their trademark. They say I must stop using it or they'll ask for an injunction.*

- (A) Well, it is, because it's necessary to go to the High Court to get one. However, I don't think they have any chance of success, which means they're likely to be responsible for their costs and yours. They've got more money than sense if they go ahead with this.
- (B) A little bit. They're both red and both have a capital letter in the middle.
- (C) That's very good news. So, they can't get an injunction? They say in their letter that I'm responsible for paying all the costs of obtaining one. It sounds expensive!
- (D) I see. The threat of an injunction seems silly at this early stage. Let's look at this step by step. Is it correct to say that SuperBurgers are a national fast-food restaurant selling burgers and your local enterprise is a fast-food restaurant selling only curry? Or do you sell burgers as well?
- (E) Well that helps us a lot. You sell a completely different product and they have no real grounds to argue that you are 'passing off' in any way. That means that you're not trying to make the public believe that your products come from them. What about your logo? Is it similar to theirs in design or colour?
- (F) Thank you. I feel much better already.
- (G) OK. It may be a good idea to change that a little bit to make it clear that you're not connected to them in any way. But I think you can relax. I don't think they can stop you using the name. There's a lot of case law to support us with this.
- (H) No, we don't. We employed a fantastic Indian chef when we set up the business and we offer fast, take-away curry. That's all we sell.

(*) AA	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
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SECTION 6

Look at the following phrases at the top of the page. They all belong to an area of law. **In the lists below, put each phrase under the correct area of law. Write the letters (A, B, C, etc.) in the spaces provided.**

There is an example at the beginning (*).

(12 points)

Example ()*

(AA) *to be a source of UK and US law*

- | | |
|---|--|
| (A) to be entitled to paternity leave | (G) to record a judge's decision |
| (B) to put your personal assets at risk | (H) to work without a business partner |
| (C) to register with the tax authority | (I) to be binding upon later cases |
| (D) to state holiday entitlement | (J) to cite a relevant case |
| (E) to complete a self-assessment form | (K) to set out the grievance procedure |
| (F) to be part of the common law | (L) to be guilty of serious misconduct |

The law of precedent

(*) ...AA.....

1.

2.

3.

4.

An employment contract

5.

6.

7.

8.

Sole traders

9.

10.

11.

12.

SECTION 7

Look at the list of words. They are all nouns. **Put the correct word into the sentences below. Write your answers in the boxes numbered 1-10 below.**

There is an example at the beginning (*).

(10 points)

- | | | | |
|--------------------------|----------------|--------------|-----------------|
| (AA) <i>practitioner</i> | (C) instalment | (F) trespass | (I) resignation |
| (A) detriment | (D) Incoterm | (G) mortgage | (J) drawings |
| (B) duties | (E) payroll | (H) capacity | |

Example

(*) *An insolvency (*) is a person who is qualified to deal with the closing of a company when the company cannot pay its debts.*

- (1) Your client failed to pay the due (1) in February and his loan repayments are now £1,500 in arrears.
- (2) When the parties to a contract exchange consideration they must gain a benefit or suffer some kind of a (2)
- (3) In most jurisdictions around the world there is a requirement that each party to a legally binding agreement must have (3) to contract.
- (4) How many staff does your client have on the (4) in his factory in India?
- (5) The tort of (5) is the act of going onto someone's land without that person's permission.
- (6) The Buyer agrees to bear the cost of all transportation of the Goods and to additionally bear the cost of any and all import (6)
- (7) An (7) is a pre-defined commercial term that the International Chamber of Commerce publishes for the contracting parties to use in international transactions.
- (8) When she drafted the partnership agreement the lawyer asked the partners to decide how much money they wanted to take in (8) every month.
- (9) In accordance with the terms of her employment contract, Lucia Bell gave her employer a letter of (9), in which she provided the required 4 weeks' notice.
- (10) A (10) is a kind of security, usually in the form of giving a house, a building or land as security for a loan.

(*)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
AA										

SECTION 8

Read the text below. It is from a contract for the hire of a conference room. Some of the words or phrases in the text are underlined. The meanings of these words or phrases appear in the box below, but they are not in the same order. **Match the underlined words in the text with the correct meanings by writing the letters (A, B, C, etc.) in the box below.**

There is an example at the beginning (*).

(10 points)

10 Cancellation by the Owner

10.1 The Owner (*) (AA) reserves the right to cancel this Agreement at any time in the event that:

(a) the Hirer commits a material breach of the Agreement and has not (A) remedied such breach within 7 days of notice to do so; or

(b) the Hirer becomes (B) bankrupt or enters into (C) liquidation or has a (D) receiver appointed over its (E) assets or part thereof or an administration order is (F) served upon it; or

(c) the Venue or part of it has to be closed for reasons beyond the Owner's control.

10.2 In the event of cancellation under 10.1(a) or (b) above, the Hirer shall be liable to pay the cancellation charges set out in (G) Schedule 1.

10.3 The Owner reserves the right to cancel this Agreement at any time for its own convenience and shall not be liable (H) whatsoever for any costs of losses incurred by the Hirer but shall reimburse the value of any deposit or charges paid by the Hirer.

11 General

11.1 This Agreement (I) constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Agreement.

11.2 This Agreement shall be governed by and (J) construed in accordance with English Law and each party submits to the exclusive jurisdiction of the English Courts.

(*) AA	<i>has the right to do something if he or she thinks it is necessary</i>
	in any way at all or under any circumstances at all
	things that a person or a business owns that have a value
	the process of selling a company's assets to pay its debts
	interpreted, understood
	forms, represents, makes up
	sent or delivered in an official way, to deliver a document in a way that a court states is necessary
	a person who a court or a government chooses to manage property or to collect payments on behalf of creditors or other beneficiaries
	having the legal status of a court declaring, after court proceedings, that you are unable to pay your debts
	solved, fixed, returned to the agreed position
	a document attached to a contract, which contains detailed information

SECTION 9

Read the text below. There are ten words missing from the text. **In the spaces below, give the missing words.** The first letter of each word has been provided for you.

There is an example at the beginning (*).

(20 points)

RYANAIR CHALLENGE THE LAW IN THE EU COURT OF JUSTICE

The airline company Ryanair (*) a case to the European Court of Justice (ECJ) in 2012. The case was a 'test case'. This means that Ryanair took the case to the ECJ to challenge existing law. The aim of the case is to change the law for the future.

Ryanair is a low-cost Irish Airline. Three Irish businessmen (1) up the company in 1995. Its (2) office is at Dublin airport. Ryanair is famous as a 'budget' airline, which means the price of travel with the company is usually cheaper than the prices of its competitors.

Ryanair's case involves the Icelandic volcano eruption of 2010. In April 2010 a volcanic ash cloud covered the skies over much of Europe. The ash cloud made it dangerous for planes to fly and the authorities cancelled many flights. According to current European Union regulations, airlines have an (3) to pay compensation to a passenger when the airline cancels his or her flight. The airline must offer any passenger stuck at an airport a full (4), or another flight at the earliest opportunity. In cases where these options are not possible, the airline must offer passengers hotel accommodation, meals and refreshments. The passenger must provide (5) as proof of payment. The airline must pay for these items until another flight is possible. There is no (6) limit on this rule, and the crisis may last for many days. There is also no limit on the level of compensation the airline must pay.

Ryanair believes that these rules are 'discriminating and unfit for purpose' and place an unreasonable 'unlimited right to care and compensation burden' on airlines. Ryanair therefore, as a test case, (7) to pay passenger Denise McDonagh the sum of €1,129 in expenses. Ms McDonagh (8) this amount after Ryanair cancelled her flight from Portugal to Ireland. Ryanair says it is fighting the case in the hope that the ECJ will change current (9), which means to change enacted law. Ryanair say it is unfair for airlines to be liable to compensate passengers for what is essentially an '(10) of God' cancellation. The court will give a decision later in 2012.

(*) took

(1) s

(6) t

(2) h

(7) r

(3) o

(8) c

(4) r

(9) l

(5) r

(10) A

SECTION 10

Read this newspaper article and answer the questions that follow on the next 2 pages. **Answer each question using a full sentence. No points are awarded for answers that are not a full sentence.**

There is an example at the beginning (*).

(20 points)

TRIBUNAL REJECTS A DEFENCE OF 'BANTER' AND AWARDS £21,000

A woman named Christine Minto, aged 38, yesterday gave evidence to the London South Employment Tribunal. She told the Tribunal about her experience as an employee of Wernick Event Hire, a business based in Walton-upon-Thames, Surrey. Ms Minto claimed against her former employer for sexual discrimination, harassment and constructive dismissal.

Wernick Event Hire is a private limited company specialising in portable and temporary accommodation for outdoor events, such as music festivals, sporting events and exhibitions. It provides temporary offices, ticket booths and toilets for events such as Chelsea Flower Show and Glastonbury Music Festival. The company employed Ms Minto as an office manager. Ms Minto's boss was a man named Ivor Swatton. Her complaint to the Tribunal was about Mr Swatton's behaviour towards her between April and September 2009.

Ms Minto told the Tribunal that Mr Swatton often made her cry with his sexist remarks and crude language. She explained that many of the comments Mr Swatton made to her were of a highly-sexual nature, which she considered to be obscene and offensive. He also swore and used words which she considered to be 'disgusting'. She said that as a result she suffered 'humiliation, stress, anxiety and depression'.

Ms Minto eventually wrote a letter of complaint to the Chief Executive of the company, David Wernick. His response was to separate the two employees and to ask Mr Swatton to 'tone things down'. However, nothing really changed. The final straw for Ms Minto came in October 2009, when Mr Swatton telephoned Ms Minto and told her to 'watch her back'. The company's response to this was that it was not a serious threat. David Wernick told the Tribunal that the working environment was 'hectic' and 'male-only', which made 'crude language inevitable'. He asked the Tribunal to accept that Mr Swatton's comments, including the telephone call, were only 'banter', meaning that they were intended as a joke and not as serious comments. He also told the Tribunal that Ms Minto, in his opinion, was not capable of doing her job.

However, the Tribunal preferred Ms Minto's evidence and awarded her £21,000 in damages. This sum includes compensation for injury to feelings and for loss of earnings, due to the fact that she resigned from her job because her employer, once aware of the problem, failed to take reasonable steps to prevent it from continuing.

Ms Minto said afterwards, 'Even now I feel the effects of losing my job. I continue to suffer from anxiety and I am struggling to pay back the loan I had to take out in order to survive financially'. Madelein Lindeque, acting for Ms Minto, said that the case illustrated the importance of employers acting upon complaints of this nature quickly and reasonably.

ANSWER KEY

TOLES FOUNDATION

SECTION 1

1. D conveyancing
2. A incorporate
3. C Claim Form
4. C resolution
5. D liquidation

SECTION 2

1. My boss went to London last week and he forgot to bought the book I asked him for.
2. Your client is in breach of the duty of the care and must pay damages to my client as a result.
3. She did not pay her tax on the due date and the tax authority put a fine of £500 upon her.
4. To create a legally binding contract both parties must provide a consideration, which is what the parties exchange under the contract..
5. The law firm bought a lot of expensive new furnitures for the Warsaw office.

SECTION 3

1. B
2. A
3. A
4. B
5. A

SECTION 4

1. FALSE
2. FALSE
3. FALSE
4. TRUE
5. TRUE

SECTION 5

1. D
2. H
3. E
4. B
5. G
6. C
7. A
8. F

SECTION 6

The law of precedent

1. F
2. G
3. I
4. J

An employment contract

5. A
6. D
7. K
8. L

Sole traders

9. B
10. C
11. E
12. H

SECTION 7

1. C
2. A
3. H
4. E
5. F
6. B
7. D
8. J
9. I
10. G

SECTION 8

- H in any way at all or under any circumstances at all
- E things that a person or a business owns that have a value
- C the process of selling a company's assets to pay its debts
- J interpreted, understood
- I forms, represents, makes up
- F sent or delivered in an official way, to deliver a document in a way that a court states is necessary
- D a person who a court or government chooses to manage property or to collect payments on behalf of creditors or other beneficiaries
- B Having the legal status of a court declaring, after court proceedings, that you are unable to pay your debts
- A Solved, fixed, returned to the agreed position
- G A document attached to a contract, which contains detailed information

SECTION 9

1. set
2. head
3. obligation
4. refund
5. receipts
6. time
7. refused
8. claimed
9. legislation
10. Act

SECTION 10

1. Christine Minto's employer was located in Walton-upon-Thames, Surrey.
2. Christine Minto's grounds for taking legal action against her employer were sexual discrimination, harassment and constructive dismissal.
3. Wernick Event Hire is a private limited company.
4. Ivor Swatton's behaviour was a problem for Christine Minto between April and September 2009.
5. Christine Minto claimed to suffer 'humiliation, stress, anxiety and depression' as a result of Ivor Swatton's behaviour.
6. Christine Minto eventually complained to the Chief Executive of the company, David Wernick.
7. David Wernick thought that crude language was inevitable at his company because the working environment was 'hectic' and 'male-only'.
8. David Wernick said Christine Minto was not capable of doing her job.
9. The Tribunal compensated Christine Minto for loss of earnings because her employer, once aware of the problem, failed to take reasonable steps to prevent it from continuing.
10. Christine Minto needed to take out a loan to survive financially after she lost her job.