

Candidate Name _____

Centre Number	Candidate Number

UNIVERSITY OF CAMBRIDGE ESOL EXAMINATIONS
English for Speakers of Other Languages
INTERNATIONAL LEGAL ENGLISH CERTIFICATE

D015/1

Test of Reading

Saturday

6 MAY 2006

Morning

1 hour 15 minutes

Additional materials:
Answer sheet

TIME 1 hour 15 minutes

INSTRUCTIONS TO CANDIDATES

Do not open this question paper until you are told to do so.

Write your name, Centre number and candidate number in the spaces at the top of this page and on the separate answer sheet if they are not already printed.

There are fifty-four questions in this paper.

Read the instructions carefully.

Answer **all** questions.

Write your answers on the separate answer sheet. Use a soft pencil.

You may write on the question paper, but you must transfer your answers to the separate answer sheet **within the time limit**.

At the end of the examination, hand in both the question paper and the answer sheet.

INFORMATION FOR CANDIDATES

Questions **1 – 36** carry one mark.

Questions **37 – 54** carry two marks.

This question paper consists of 12 printed pages and 4 blank pages.

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Part 1

Questions 1 – 6

Read the following extract from a lease.

Choose the best word to fill each gap from **A, B, C** or **D** below.

For each question **1 – 6**, mark one letter (**A, B, C** or **D**) on your answer sheet.

There is an example at the beginning (**0**).

5.01 USE OF PREMISES. Tenant shall use the Leased Premises for the purpose of a sit-down café with full service bar and entertainment, including live and/or background music. During the **(0)** of this Lease and any extensions hereof, so long as Tenant operates a café described above, neither Landlord nor its affiliates shall lease **(1)** in the Property or in any premise within 10 miles of the Property to any other café which operates in a similar manner.

5.02 CONDUCT OF BUSINESS BY TENANT. Tenant shall operate the business in the Premises in **(2)** with all codes, regulations, statutes and ordinances **(3)** to the Premises and Tenant's business, and also with all covenants, declarations and restrictions **(4)** on the Premises by the Shopping Center of which the Premises are a part, and shall **(5)** Landlord against any costs or damages which Landlord may **(6)** which are a result of Tenant having failed to so operate its business in the Premises.

Example:

A span **B** limit **C** term **D** conclusion

0	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input checked="" type="checkbox"/>	D <input type="checkbox"/>
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- | | | | | |
|----------|--------------------|----------------------|---------------------|-------------------------|
| 1 | A capacity | B area | C room | D space |
| 2 | A allowance | B concurrence | C accordance | D correspondence |
| 3 | A valid | B suitable | C applicable | D proper |
| 4 | A forced | B compelled | C obliged | D imposed |
| 5 | A indemnify | B reimburse | C recompense | D underwrite |
| 6 | A draw | B incur | C gain | D induce |

Questions 7 – 12

Read the following extract from a website article about changes to the regulations governing access to the countryside.

Choose the best word to fill each gap from **A, B, C** or **D** below.

For each question **7 – 12**, mark one letter (**A, B, C** or **D**) on your answer sheet.

The Mapping Process

The process initiated under the Access to the Countryside (Maps in Draft Form) (England) Regulations 2001 (SI 2001 No. 3301), which **(7)** into force on 1 November 2001, and subsequently continued under the 2002 Regulations, is a rolling programme for the mapping of England that looks like this:

- England is divided into eight mapping areas.
- Draft maps are issued, the only ones issued to **(8)** being those for the Southeast and Lower Northwest areas issued on 12 November 2001.
- The public is informed of the issue of draft maps; where and how they can be **(9)** ; and of the nature of the **(10)** of access itself, by announcements in local and regional newspapers circulating in the location of the land and on the Agency's website.
- Draft maps are sent to statutory **(11)** , including local authorities, and are **(12)** at appropriate local Agency offices.

- | | | | | | | | | |
|----|---|-----------|---|------------|---|-------------|---|------------|
| 7 | A | passed | B | came | C | went | D | moved |
| 8 | A | time | B | moment | C | present | D | date |
| 9 | A | noticed | B | regarded | C | inspected | D | recognised |
| 10 | A | licence | B | right | C | claim | D | permission |
| 11 | A | societies | B | assemblies | C | structures | D | bodies |
| 12 | A | deposited | B | situated | C | established | D | positioned |

Part 2

Questions 13 – 24

Read the following extract from a journal article about civil litigation.

Think of the best word to fill each gap.

For each question **13 – 24**, write **one** word in CAPITAL LETTERS on your answer sheet.

There is an example at the beginning **(0)**.

Example:

0	I	T													
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Making the litigation process cost-effective

When **(0)** comes to litigation, everything has its price. That price may be expressed in simple monetary terms or in money's worth. By monetary terms I am referring **(13)** the order for costs which your client may have to meet **(14)** a result of the manner **(15)** which you conduct his litigation. There are many instances **(16)** inadequate planning will have an impact **(17)** costs. **(18)** I mean by money's worth is the hidden or less immediately apparent costs. **(19)** me give you some examples.

Firstly, there are the costs in legal fees to your client of taking any step. Then there are the hours spent by your client in carrying **(20)** any particular task which will enable you to progress his claim, **(21)** to mention the opportunity costs to your client of spending those hours on this piece of litigation **(22)** than running his business. Finally, there is the cost to your client of **(23)** denied any access to the damages which a successful claim would enable him to use in his business.

It is always important to balance the return with the investment – financial as well as emotional. A risk/benefit analysis should be undertaken at **(24)** single stage of the process.

Part 3

Questions 25 – 30

Read the following extract from a letter accompanying an insurance contract.

Use the words in the box to the right of the text to form one word that fits in the same numbered gap in the text.

For each question **25 – 30**, write the new word in CAPITAL LETTERS on your answer sheet. There is an example at the beginning (**0**).

Example:

0 C A R E F U L L Y

HERE is your Policy. Please check it very (**0**) and ensure that it is accurate and precisely meets your needs. If there is any error, or anything that you do not understand, please contact us straight away.

ALL insurances contain conditions and (**25**) , and some contain warranties (which if they are breached may well void the insurance completely, (**26**) of whether any loss is caused by the breach). As such we cannot stress too highly the importance of your being familiar with the (**27**) placed upon you by the terms of this cover and the limitations of its scope.

SIMILARLY, if you should become aware of any circumstances which could lead to a claim being made, you must notify your insurers immediately and in writing. Any (**28**) to do so could prejudice your position.

NOTIFIABLE circumstances cannot easily be (**29**) It is important that the warning signs are noticed and acted upon as soon as possible. Notification may be made either directly to insurers or, preferably, through us. You will receive a (**30**) very quickly.

- 0** CARE
- 25** EXCLUDE
- 26** REGARD
- 27** OBLIGE
- 28** FAIL
- 29** CATEGORY
- 30** RESPOND

Questions 31 – 36

Read the following extract from a journal article about awarding government contracts. Use the words in the box to the right of the text to form one word that fits in the same numbered gap in the text.

For each question **31 – 36**, write the new word in CAPITAL LETTERS on your answer sheet.

Congress often implements its social policies through its government contracting rules and regulations. For example, Congress requires the government to show a **(31)** for small business contractors. Congress also implements its environmental policies through its government contracting rules. Running through these contracting rules are two overarching environmental themes: eliminating **(32)** substances from procured goods and services, and using recycled materials to the maximum extent.

Generally speaking, contracting officers shall promote full and open competition through the use of competitive procedures in soliciting offers and awarding government contracts. When outlining their needs, agencies must draft **(33)** that permit full and open competition and include **(34)** provisions only to the extent necessary to meet the minimum needs of the agency or as permitted by law. Therefore, the general **(35)** of full and open competition must sometimes give way to particular agency needs or to statutory and regulatory **(36)**

- 31** PREFER
- 32** HAZARD
- 33** SPECIFY
- 34** RESTRICT
- 35** REQUIRE
- 36** EXCEPT

Part 4

Questions 37 – 42

Read the questions below and the extracts on the opposite page from a journal article about adverse possession, a situation where squatters occupy property or land that they do not own.

Which section (**A**, **B**, **C** or **D**) does each question **37 – 42** refer to?

For each question **37 – 42**, mark one letter (**A**, **B**, **C** or **D**) on your answer sheet.

You will need to use some of these letters more than once.

There is an example at the beginning (**0**).

Example:

0 Possession necessarily involves an element of intention.

0	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
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- 37** It is possible that a squatter will seek to prevent an owner from gaining access to the land.
- 38** The fact that a person is title owner does not necessarily mean they are the possessor.
- 39** Even if an individual is willing to pay rent, they can still be considered in adverse possession.
- 40** A common misconception about the attitude of the squatter has been clarified.
- 41** One factor in determining possession relates to the ongoing use of the land in a given way.
- 42** The intention of the owner is immaterial when establishing possession.

The Question of Possession

- A** The phrase adverse possession is a convenient one. We are all familiar with it and the Land Registration Act 2002 continues to use it. However, the word adverse has tended to confuse. It implies that the squatter should in some way be aggressive towards the paper owner of the property. The House of Lords* has now ruled that this is not so. The test is simply: has the trespasser 'possessed' the land for the requisite period using the ordinary meaning of that word? Judge William Masters confirmed that there are two elements to possession: (i) factual possession and (ii) intention to possess. There has always been the need to show an intention to possess in addition to objective acts of physical possession.
- B** Factual possession signifies an appropriate degree of physical control. It must be a single and exclusive possession, though there can be a single possession exercised by or on behalf of several persons jointly. Thus an owner of land and an individual intruding on that land without his consent cannot both be in possession of the land at the same time. When considering the question of what acts constitute a sufficient degree of exclusive physical control, each case must be taken on its own merits, but broadly what must be shown as constituting factual possession is that the alleged possessor has, without interruption, been dealing with the land as an occupying owner might have been expected to deal with it.
- C** The intention required of the squatter is to possess not to own. In dealing with intention to possess Judge Masters has confirmed a number of previously established propositions. There must be an intention to exclude the world at large, including the owner with the paper title, so far as is reasonably practicable and so far as the processes of the law will allow. The acts of the squatter do not need to be inconsistent with the intentions of the paper owner. The suggestion that the sufficiency of the possession can depend on the intention not of the squatter but of the true owner is heretical and wrong.
- D** Once it is accepted that the necessary intent is an intent to possess not to own, there is no inconsistency between a squatter being amenable to the idea of a regular financial commitment with the paper owner if asked and his being in the meantime in possession. If a person is in possession with the consent of the owner then he does not have sufficient possession for the purposes of the Limitation Act. It is clearly established that the taking or continuation of possession by a squatter with the actual consent of the paper title owner does not constitute dispossession or possession by the squatter for the purposes of the Act.

**the final Court of Appeal in the UK*

Part 5

Questions 43 – 48

Read the following website article relating to US employment law.
Choose the best sentence from the opposite page to fill each of the gaps.
For each question **43 – 48**, mark one letter (**A – H**) on your answer sheet.
Do not use any letter more than once.
There is one extra sentence which you do not need to use.
There is an example at the beginning (**0**).

Is your company adequately protecting its rights? This article provides a checklist for employment matters.

Make certain your employment agreements and any employee handbooks specify employment is “at will”.
(**0**)^H.....

Avoid non-competition clauses with employees (and with your customers) stating that your employees cannot compete with you or work for your competitors or customers after they leave your company.
(**43**) Confidentiality agreements, on the other hand, are generally upheld.

If you use independent consultants, be sure you can justify your decision not to make them employees if the government enquires. (**44**) Have a written agreement with each independent consultant stating that he/she is an independent consultant and is responsible for his/her own taxes etc.

Apply your company policies consistently to all employees. An employee handbook is advisable; this should make it clear what the exact rules are and ensure consistency. (**45**) The handbook should state that it may be amended by the company at any time. Have each employee sign an acknowledgement of receipt of any employee handbook and any major amendments to it. (**46**) If you do this, either have them sign it at the time when they first start work or give them additional consideration (small amounts of stock or money) for signing. Where existing employees are not given additional compensation to sign, the agreement may not be enforceable.

Follow disciplinary procedures consistently with each employee. Before terminating any employee, give repeated oral and written warnings over time if at all possible. Write up your conversations and place them and the written warnings in the employee’s personnel file.

Have a written policy prohibiting sexual harassment as well as discrimination concerning race, gender, age and, in California, sexual orientation. (**47**) Distribute all of these policies to your employees and have each employee sign an acknowledgement of receipt for them. Where an employee alleges harassment or discrimination, investigate and take appropriate disciplinary action if warranted. If you fail to adequately investigate, your company may be held liable for acts by its employees.

Have an express computer-use policy which states the following. Employees may only use your computer systems for purposes related to your business. Employees may not use the e-mail or on-line access for objectionable materials or messages of any kind. (**48**) All e-mails and materials sent or received with the company’s equipment may be subject to review by the company.

You must post all required federal and state employment notices. If you are in California, the California Chamber of Commerce has all the employment posters that must be posted, plus required Unemployment Insurance and State Disability Insurance pamphlets and required Sexual Harassment pamphlets.

Example:

0	A	B	C	D	E	F	G	H
	<input type="checkbox"/>	<input checked="" type="checkbox"/>						

- A** Expressly give the employees several different people in the company to contact if they believe they have encountered prejudice in any of these areas.
- B** In California, these restrictions on employees are generally invalid and can lead to lawsuits by employees alleging restraint of trade.
- C** It is important to preserve these rights, because they protect you from having to prove there is a valid business-related reason to terminate an employee.
- D** If you have one, follow its provisions and have it reviewed periodically for changes in the law and in business conditions.
- E** Nor should they use it for any material protected by copyright law, trademark law, etc. without the permission of the owner.
- F** Consider having employees enter a separate agreement to arbitrate (rather than litigate) all disputes regarding employment.
- G** One rule of thumb: they must earn at least one-third of their income from sources other than your company or be incorporated.
- H** If they fail to make this explicit, fired employees may file lawsuits on the basis that they were not fired for proper cause.

Part 6

Questions 49 – 54

Read the following extract from a journal article about managing the media and the questions on the opposite page.

For each question 49 – 54, mark one letter (A, B, C or D) on your answer sheet for the answer you choose.

What should a law firm do if it faces a media storm?

Sensational newspaper stories about one's law firm are every senior partner's nightmare. Stray e-mails are a particularly common source of law firm embarrassment. A recent case involved London firm Head and Lister: senior associate Terry Galpin gained worldwide notoriety after an e-mail row with a secretary. Mr Galpin e-mailed Cora Tomkins, asking her to pay for the cleaning of a jacket of his that she had spilled coffee on. Her outraged reply was seized upon by national newspapers. Head and Lister declined to contribute to this article, but made it clear when Mr Galpin resigned from his post that he did so before the media frenzy in order to pursue long-term study plans.

According to solicitor Natalie Egan, 'Most of the recent reputational disasters in major firms have resulted from lawyers forwarding e-mails outside the firm, or gossiping to legal journalists.' She says it is good to involve staff closely in the success of a firm, and help them understand how actions that can lead to the reputation of the firm being damaged can impact adversely on staff and on their own careers. She adds that although every story should be separately assessed and an appropriate strategy devised for each one, staying silent is sometimes best. 'I advise people upset by a story that unless it is actually untrue or defamatory, they should make no comment and console themselves that it will be history in a day or two.'

Ms Egan continues, 'However, if you're actually trying to campaign for a miscarriage of justice to be corrected, you need to build support with the widest audiences, from the public through to the law officers, and to brief the media. You should never dissemble, but prepare thoroughly, brief journalists comprehensively and be prepared for the fact that changing attitudes takes time.'

David Abecia, a public relations expert, comments, 'There are times, especially with law firms, where confidentiality clauses require them to make no comment. However, if at all possible, I'd advise firms to put over their side of the story instead of saying "no comment", which always looks worse than if you've said your piece.'

Mr Abecia claims he can bring a detached viewpoint to a situation that may not be as big an issue as the client thinks it is. However, he says it is imperative that he is called in early on during a story so a news management plan can be devised. 'It's all a question of packaging. A story about a law firm sacking 60 people can be disastrous, but if you put it across as a restructuring exercise, done in consultation with staff due to tough market conditions, it doesn't look quite so bad.' He says that in the last seven years, how law firms handle media enquiries has changed 'out of all recognition'. There is now much better appreciation of the power of the media, he says.

Tony Mawson, a London-based partner, has also received adverse publicity after clashes with the media. However, it doesn't concern him unduly. 'If you're in the public eye, you just have to live with it. If you don't like it, you should go and do something easier like residential conveyancing.' He says that using the UK's privacy laws or criminal libel laws in other jurisdictions can be dangerous. 'That way you could make enemies. Most of my clients have low media profiles because we don't seek conflict with editors or journalists. An editor may get a small fine for criminal libel and although you might hope it will have a deterrent effect, in reality you're just encouraging them to put their best investigative journalist onto you.' But he says the threat of a libel suit can be a good way of killing a story. Even if the writ isn't served, the story usually isn't taken up by other newspapers.

- 49** What was Head and Lister's reaction to the 'coffee stain' incident?
- A** They became annoyed when they were misquoted in the press.
 - B** They were quick to disassociate themselves from Mr Galpin.
 - C** They were anxious to prevent Ms Tomkins from making further comments.
 - D** They insisted that Mr Galpin's departure had nothing to do with the press coverage.
- 50** What does Natalie Egan say about media storms?
- A** Strong action should be taken against staff who leak information.
 - B** It is best to adopt a uniform approach when dealing with them.
 - C** Bad publicity will quickly be forgotten if it is ignored.
 - D** They tend to affect senior lawyers more adversely.
- 51** What does David Abecia suggest about confidentiality clauses?
- A** They are often difficult to implement.
 - B** They may turn out to be counter-productive.
 - C** They are useful in keeping a situation under control.
 - D** They must be carefully drafted to be effective.
- 52** According to David Abecia, when important stories are announced to the press,
- A** staff briefings need to have taken place first.
 - B** appropriate timing is essential in order to minimise the impact.
 - C** the information needs to be framed in as positive a way as possible.
 - D** law firms should not attempt to deal with the media directly.
- 53** What does Tony Mawson say about the media criticism that has been aimed at him?
- A** He accepts it is the price he has to pay.
 - B** It has become unnecessarily unpleasant.
 - C** He tries hard not to get too unsettled by it.
 - D** It has made him consider doing something less demanding.
- 54** Tony Mawson says that bringing a libel action against a newspaper
- A** ought to discourage it from printing damaging stories in future.
 - B** is only advisable for those who are not in the public eye.
 - C** could deter other newspapers from investigating similar stories.
 - D** may well do more harm than good.

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