**Knowledge and use of legal vocabulary**.

**SECTION 1**

*There is a word missing from the following sentences. For each sentence choose the*

*word or expression which best fits into the space from the options provided. Put a*

*circle around the correct answer on the answer sheet. Do NOT mark more than*

*one answer for each sentence.*

There is an example at the beginning (\*). (10 points)

Example: Because she failed to deliver the goods on the agreed date the other party

to the contract is suing her for (\*) of contract.

(1) Jennifer Turnbull was unable to attend the meeting and so (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a proxy to vote on her behalf.

(2) He applied to (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a loan of £3000, as he had insufficient money to pay his tax demand.

(3) In a limited liability partnership the liability of a partner is usually limited to

the amount of his or her capital (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(4) In a company structure there is a legal (4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the business and its owners.

(5) Under the terms of your employment contract you must not disclose any of

your employer's (5) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ secrets to any third party.

(6) Michael Norton has been declared bankrupt by the court and has had to (6) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from his position as company director.

(7) Bryony McFarland (7) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the offer she had made to purchase Tim Grant's car before he accepted it, as she had changed her mind about buying it.

(8) Under the terms of this Agreement the Tenant shall (8)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Property on the termination date stipulated hereunder.

(9) Paula Davison is suing her employer on the grounds of age (9) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

(10) When there is a claim for negligence one of the considerations is whether the

harm caused to the claimant by the acts or omissions of the defendant was

reasonably (10) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ANSWERS SECTION 1**

(\*) A. failure B. infringement C. breach. D. violation

(1) A. nominated B. elected C. authorised D. appointed

(2) A. take out B. borrow C. have D. use

(3) A. payment B. investment C. contribution. D. donation

(4) A. severability B. severance C. split D. separation

(5) A. business B. trade C. industry D. professional

(6) A. quit B. depart C. resign D. leave

(7) A. revoked B. cancelled C. renounced D. annulled

(8) A. evacuate B. vacate C. empty D. give up

(9) A. bias B. discrimination C. prejudice D. intolerance

(10) A. anticipated B. predictable C. expected D. foreseeable.

**SECTION 2**

*Read the text below and think of the word that best fits each space. Use only one word or phrasal verb in each space. Write your answers on the answer sheet.*

*There is an example at the beginning (\*). \_\_\_\_\_\_* (10 points)

**THE STRUCTURE OF A COMMERCIAL CONTRACT**

One of the key duties of any commercial lawyer is the (\*) \_\_\_\_\_\_ up of contracts. For any lawyer practising in an international law firm it is essential that he or she is familiar with and keeps up to date with the internationally accepted structure of a commercial contract.

At the beginning of a commercial contract is its title, which shows the type of contract it is,

for example 'Joint (1)\_\_\_\_\_\_ Agreement' when two or more businesses are joining together to work on a specific project. Below the title is the date on which the contract will commence, followed by the names of the parties to the contract.

There must be at least two, but there could be more. It is important that the contract shows their names, addresses and legal status.

If a company or limited liability partnership is involved then it should show its registered

office address and the registration number that appears on its certificate of (2) \_\_\_\_\_\_

It is customary in most commercial contracts for the next section of the contract to be the

`Recitals' or, as it is sometimes called, the (3)\_\_\_\_\_\_ .

In more modern contracts this section is often called the 'Introduction'. Its purpose is to provide some background to the contract and \_\_\_\_\_\_ to explain the reasons why the parties are (4) \_\_\_\_\_\_ into the contract. In more old-fashioned contracts this section will often begin each sentence with the archaic word `(5)\_\_\_\_\_\_ '.

The meaning of this word is very difficult to define, but is usually taken to mean something like `Taking the following facts into account'.

The next part of a commercial contract contains the main terms and conditions of the contract, as agreed upon by the parties, and is usually called the 'Operative Provisions'.

The standard practice is to begin this part of the contract with a `(6)\_\_\_\_\_\_ terms' section. This is used to explain what certain terms are intended to mean within the context of the particular contract.

The purpose of this section is to make the contract clearer and unambiguous, as well as to

minimise the use of repetition. Following this section are the clauses setting out the (7) \_\_\_\_\_\_ and obligations of both parties under the contract, in other words the entitlements and responsibilities of each party.

These clauses will also contain details of the consideration to be exchanged by the parties.

At the end of the Operative Provisions section are standard clauses which are commonly

found in most commercial contracts.

These general or miscellaneous clauses are generally referred to by lawyers as (8)\_\_\_\_\_\_ clauses.

A typical example of these is a force majeure clause, which is intended to exempt a party from any liability arising as a result of an event beyond its control. Another common standard clause is the governing law clause, which sets out which country's law is to be used to interpret a contract if there should be a (9)\_\_\_\_\_\_ , in other words a disagreement, between the parties.

In many commercial contracts there are also additional documents attached to the contract, the purpose of which is to provide more detail and/or technical information relating to the contract itself.

These documents are usually called (10)\_\_\_\_\_\_ ' or 'Annexes', or 'Appendices'.

If their contents are to be legally binding it is essential that the main contract makes it clear

that they form part of the contract.

ANSWERS SECTION 2

Example (\*) drawing

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)