

University of Cambridge
ESOL Examinations

CAMBRIDGE
ILEC

International Legal English Certificate

Sample Exam Papers



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ILEC Reading General Information

The Test of Reading assesses candidates' reading skills in English in a legal context (including their knowledge of grammar and vocabulary) by asking them to read law-related texts and answer questions.

Text Types	These include extracts from legal correspondence, law textbooks, law journals, reports, and web pages.
Timing	The test is 1 hour and 15 minutes.
Length of Texts	Approximately 150 – 600 words per text; approximately 2500 words in total
Number of Questions	54
Answer Format	Candidates indicate their answers by shading a box or writing a word on a machine-readable answer sheet.
Assessment	Questions 1 – 36 carry one mark. Questions 37 – 54 carry two marks.

ILEC Reading Outline

Part	Task Type and Format	Number of Questions	Task Focus
1	<p>Multiple-choice cloze</p> <p>Two short texts, not linked thematically.</p> <p>Six 4-option multiple choice items for each text, plus an example in the first text.</p>	12 (2x6)	Semantic precision, collocations, fixed phrases, complementation, linking words and phrases
2	<p>Open cloze</p> <p>A single text.</p> <p>12 cloze items plus an example.</p>	12	Grammatical/lexico-grammatical
3	<p>Word formation</p> <p>Two short texts, not linked thematically.</p> <p>Six word transformation items for each text, plus an example in the first text.</p>	12 (2x6)	Lexical (e.g. affixation, compounds, word combinations)
4	<p>Multiple matching</p> <p>A single text divided into four sections (or four thematically-linked short texts).</p> <p>Six matching items plus an example.</p>	6	Reading for detail and gist
5	<p>Gapped text</p> <p>A single text from which six sentences have been removed.</p> <p>Six sentence gap items plus an example.</p>	6	Cohesion, coherence, text structure, global meaning
6	<p>Multiple-choice</p> <p>A single text.</p> <p>Six 4-option multiple-choice items.</p>	6	Reading for detail, gist, opinion, implication and referencing

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

Test S001

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 reference book on contracts.
Choose the best word or phrase 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**).

4.2 Incapacity in General Even though individuals differ markedly in their ability to represent their own interests in the bargaining process, a person is generally **(0)** to have full power to bind himself contractually. Only in extreme **(1)** is one's power regarded as impaired because of an inability to participate meaningfully in the bargaining process. One whose power is so impaired is said to lack capacity to contract and is **(2)** to special rules that allow him to avoid the contracts that he makes in order to protect him from his own improvident acts.

Two principal kinds of defects are today **(3)** as impairing the power to contract: immaturity and mental infirmity. In the past, the common law regarded a woman's marriage as **(4)** her of her separate legal identity, including the capacity to contract, during the life of her husband. **(5)** , this disability was largely removed by statutes **(6)** in the nineteenth century.

Example:

A concluded **B** surmised **C** assumed **D** implied

0	<input type="checkbox"/> A	<input type="checkbox"/> B	<input checked="" type="checkbox"/> C	<input type="checkbox"/> D
----------	----------------------------	----------------------------	---------------------------------------	----------------------------

- 1** **A** stages **B** junctures **C** occasions **D** circumstances
- 2** **A** subject **B** conditional **C** liable **D** open
- 3** **A** granted **B** recognized **C** conceded **D** appreciated
- 4** **A** depriving **B** debarring **C** dissolving **D** dismissing
- 5** **A** For example **B** In particular **C** However **D** Consequently
- 6** **A** realized **B** ruled **C** legislated **D** enacted

Questions 7 – 12

Read the following extract from a rental contract.

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.

PROVISION FOR LATE CHARGES UNDER LEASE

Tenant acknowledges that late payment of rent will cause Landlord to (7) costs not contemplated by this Lease, the exact amount of which will be extremely difficult to (8) These costs include, but are not (9) to, processing and accounting charges, and late charges which may be (10) on Landlord by the terms of any Superior Leases and Mortgages. Accordingly, if any installment of Monthly Rent or payment of additional rent is not received by Landlord or Landlord's designee within fourteen days after the amount is (11) , Tenant shall pay to Landlord a late charge equal to ten per cent of said amount. Acceptance of late charges by Landlord shall not constitute a waiver of Tenant's default with respect to said amount, nor prevent Landlord from (12) any of the other rights and remedies granted hereunder or at law or in equity.

- | | | | | | | | | |
|----|---|------------|---|------------|---|------------|---|-------------|
| 7 | A | derive | B | acquire | C | collect | D | incur |
| 8 | A | affirm | B | classify | C | ascertain | D | locate |
| 9 | A | contained | B | limited | C | held | D | bound |
| 10 | A | imposed | B | dictated | C | obliged | D | required |
| 11 | A | owing | B | scheduled | C | due | D | unpaid |
| 12 | A | practising | B | exercising | C | commanding | D | undertaking |

Part 2

Questions 13 – 22

Read the following extract from a journal article about competition.

Think of the best word to fill each gap.

For each question **13 – 22**, write **one** word in CAPITAL LETTERS on your answer sheet.

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

Example:

0 T H E R E

PRINCIPLES OF COMPETITION

Invariably in every law (**0**) are provisions which tend to be overlooked. The Commercial Agents Regulations are no exception. Ten cases concerning the Regulations have reached the UK courts since 1994, but (**13**) of them has concerned the provisions which deal with an agent competing against his or her principal. (**14**) part this can be attributed (**15**) the fact that the other provisions of the Regulations have had (**16**) a great effect on agency law that the non-compete provisions may seem to pale into insignificance. But principals who overlook these regulations (**17**) so at their peril.

It has always (**18**) open to a principal to include a non-compete provision in an agency contract. The most important consideration here is whether a provision of this nature might be void (**19**) a result of infringing the common law doctrine of restraint of trade. (**20**) it is fairly easy to determine the legality of restrictions which are either extremely harsh in terms (**21**) their geographical extent and duration (**22**) quite lenient, the question of (**23**) to treat a moderate non-compete provision can be hard to resolve. In practice, (**24**) that can be said with certainty is that the narrower the restriction, the greater the chance of enforceability.

Part 3

Questions 25 – 30

Read the following description of the World Trade Organization, taken from its website. 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 P R E D I C T A B L Y

World Trade Organization

The World Trade Organization (WTO) exists to create the conditions in which trade between nations flows as smoothly, (**0**) and freely as possible. To achieve this, the WTO provides and regulates the legal (**25**) which governs world trade. The legal documents of the WTO spell out the various (**26**) of member countries. The result is assurance. Producers and exporters know that foreign markets will remain open to them, which in turn leads to a more (**27**) , peaceful and (**28**) economic world. (**29**) all decisions in the WTO are taken by consensus among all member countries and are then ratified by member parliaments. Trade friction is channelled into the WTO's dispute (**30**) process, where the focus is on interpreting agreements and commitments and ensuring that countries' trade policies operate in conformity with them.

- 0** PREDICT

- 25** FRAME
- 26** OBLIGE
- 27** PROSPER
- 28** ACCOUNT
- 29** VIRTUAL
- 30** SETTLE

Questions 31 – 36

Read the following news item from a legal journal.

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.

Ruling on Proceeds of Crime Act

The Court of Appeal has ruled that lawyers do not have to report their clients under the money-laundering rules if they suspect them of tax (31) or even the most minor financial (32)

Uncertainty had arisen because Section 328 of the Proceeds of Crime Act 2002 makes it an (33) for a person to be involved in an arrangement which he knows or suspects would (34) (by whatever means) the acquisition, retention, use or control of criminal property by or on behalf of another person.

Lawyers had been taking the view that to avoid (35) proceedings or prosecution when in receipt of suspicious information from clients under circumstances of legal privilege, they had to make a (36) to the National Criminal Intelligence Service and obtain consent to continue.

- 31** EVADE
- 32** REGULAR
- 33** OFFEND
- 34** FACILE
- 35** DISCIPLINE
- 36** DISCLOSE

Part 4

Questions 37 – 42

Read the questions below and the extract on the opposite page from a journal article about client selection.

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 It is important for a firm to follow an existing procedure.

0	A	B	C	D
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- 37** A firm may act with undue haste if it has failed to anticipate adverse economic conditions.
- 38** A financial outcome for a firm may be the reverse of that intended.
- 39** It can be prudent for a firm to move into a specialty that is less affected by fluctuations in the economy.
- 40** A bad decision may result in a drain on a firm's resources.
- 41** It is undesirable for commercial pressures to determine the continuation or otherwise of representation.
- 42** A firm may underestimate the requirements of an aspect of law in which it lacks experience.

The Prudent Course

Ethical and Practical Considerations in Client Selection

- A** Like many other segments of society, law firms keenly feel the effects of an economic downturn. Corporations carefully examine their bottom line, and ask lawyers to deliver more for less. In such circumstances a law firm has several options to increase its profitability. Seeking to enhance or establish a practice in an area of law that seems impervious to economic swings, or in an emerging area with a high demand for legal services, is one logical response. In fact, it is a most judicious response if a firm is willing to expend the resources – time and money – to become immersed in the area.
- B** Law firms with a long-range plan are generally better positioned to weather an economic downturn. A problem arises, however, when a firm, without a plan for survival, reacts precipitously when its client base and/or income begin to decrease dramatically. For example, a response of this nature may cause a firm that focuses on regulatory or transactional work – confident of its attorneys' analytical, research, and writing abilities – to decide that it is competent to begin litigation practice. Such a firm is not likely to appreciate the nuances of the practice area, the importance of being familiar with how the court systems work, and the in-depth knowledge required of the procedural and evidentiary rules.
- C** A second reaction to a weakened economy that results in fewer new clients is to keep existing clients when prudence and objectivity counsel withdrawal from a case. Another option is to become less discriminating when accepting clients. But feeling the effects of a weakened economy should not cause a firm to panic and resort to accepting clients indiscriminately. On the contrary, a firm needs to remain vigilant and adhere to its established client selection process. Likewise, if ethical or practical concerns dictate that a firm should no longer act for a client, the firm should not allow the amount of revenue it receives from the client to cloud its judgment.
- D** Failure to maintain rigorous standards for client selection can jeopardize an attorney's reputation, increase stress and decrease morale within the firm, and ultimately have a negative impact on the firm, rather than provide the remuneration the firm envisioned in entering into a relationship with an improperly screened client. If a firm has to assign lawyers to represent it in charges of malpractice, or has to retain outside counsel for that purpose, its bottom line is being adversely affected. Potentially, these lawyers will have to spend several hours each day documenting every detail of every conversation with in-house counsel, and a substantial amount of time apprising management of evolving issues and discussing how to resolve them.

Part 5

Questions 43 – 48

Read the following legal opinion concerning an alleged breach of contract. Choose the best sentence from the opposite page to fill each of the gaps. For each gap **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**).

You have requested a legal opinion regarding your legal position in a suit filed against you by Jermain Equipment Co. (the “Claimant”) related to an equipment rental agreement. You have been sued for damages based on an alleged breach of contract.

This opinion and the statements expressed herein should not be construed in any way as conclusive or indicative of our future opinions and views. (**0**)

A summary of the facts as you have provided them are as follows. You are a shareholder in Richardson (the “Company”). Some time in November, the Company’s managing director entered into an equipment rental agreement with the Claimant. (**43**) You have been sued personally based on the allegation that the company was improperly formed.

In such situations, the law is not completely clear as to the issues concerning the Company’s legal status and your personal liability. I have reviewed the Articles of Incorporation of the Company and, in my opinion, pursuant to the laws of this jurisdiction, the Company might be considered as no company at all. This is because its purported formation was deficient as the Articles did not comply with the relevant statutes and no certificate of incorporation had been issued at the time of contract. (**44**)

The issue of your personal liability primarily hinges on whether the court accepts this view. In the case that the Company is deemed a company in fact, you will, of course, be insulated from liability. (**45**)

However, it might be efficacious to argue another modern development in the law. The traditional view in this jurisdiction is that all of the “shareholders” in a would-be company may be held personally liable for debts incurred in the name of the company. (**46**) In this context, the idea is that passive “shareholders” should not incur liability due to the failure of the managing “shareholders” to act competently. On the other hand, the traditional view seems to prevail perhaps due to the ease of its application. (**47**) Judges tend to support the traditional approach as, in practice, they are likely to spend less time in court. My legal opinion is therefore that an argument endorsing the modern approach will not be warmly received by the court.

There is one final argument you could raise. It is based on the concept that a party cannot argue that a would-be company was improperly formed when at all times it dealt with the undertaking as if it were validly formed. (**48**) In my opinion this argument represents the best possibility for you to avoid personal liability. However, its success depends on the evidence presented, which means that a more detailed investigation of the facts is required.

Example:

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

- A** Specifically, it obviates the need for an in-depth factual analysis of the shareholder's participation.

- B** As a result of this action, the interpretation of the clause of the original agreement relating to rental payments became a matter of dispute.

- C** However, there is an argument, increasingly supported by judges and prominent legal scholars, that provided the inadequacy is later cured, as it was in this case, the would-be company should be given the status of a company in fact at the time of contract.

- D** In a case of this nature, it would operate as an injustice to permit such a contention to be advanced.

- E** If not, your chances of avoiding liability are greatly diminished.

- F** The Company has failed to make contractual payments despite receiving and using the equipment.

- G** However, there is a significant development in the law towards allowing claims only against those who actively participated in the management of such a company.

- H** That is to say, facts and circumstances may come to light which would require us to significantly modify this opinion.

Part 6

Questions 49 – 54

Read the following extract from a reference book on contracts 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.

9.2 Types of Mistake

The word *mistake* is generally used in the law of contracts to refer to an erroneous belief – ‘a belief that is not in accord with the facts.’ To avoid confusion, it should not be used, as it sometimes is in common speech, to refer to an improvident act, such as the making of a contract, that results from such an erroneous belief. Nor should it be used, as it occasionally is by courts and writers, to refer to a situation in which two parties attach different meanings to their language.

An erroneous belief is not a mistake unless it relates to the facts as they exist at the time the contract is made. A poor prediction of events that are expected to occur after the contract is made is not a mistake. The law of mistake deals only with the risk of error relating to the factual basis of agreement – the state of affairs at the time of agreement. It does not deal with the risk of error as to future matters. Cases of poor prediction are dealt with by the doctrines of impracticability and frustration, which are thought to be more suited to adjusting the relationship between the parties under their agreement.

In some cases, however, the line between a mistake as to an existing fact and a poor prediction as to a future event is hard to draw, especially when the parties have extrapolated from existing facts to set their expectations as to future use. *Leasco v. Taussig* is an example. In February 1971, Taussig, who had been an officer at Leasco’s subsidiary MKI, made a contract with Leasco to buy MKI. In May, however, he sought to avoid the contract on the ground that the parties had erred in estimating MKI’s pre-tax earnings for the period ending with September 1971 as \$200,000. In fact the company lost \$12,000, and Taussig argued the parties had shared a mistake as to the existing fact ‘that they were dealing with a company which would earn \$200,000 in the fiscal year ending September 30, 1971.’ The court, however, held that this

was merely a poor prediction as to a future event. Therefore, each party bore a risk that the earnings might not be as estimated, and each was bound even though, ‘as it turned out, one party got a better bargain than anticipated.’

A similar issue was presented by *Aluminum Co. of America v. Essex Group*. Under a 16-year contract made in 1967, ALCOA was to convert alumina supplied by Essex into molten aluminum. The contract price provisions contained an escalation formula, one portion of which was based on the Wholesale Price Index – Industrial Commodities (WPI). By 1979, it had become apparent that the WPI was not keeping pace with the sharp rise in the cost of energy to ALCOA, and the company stood to lose some \$60 million over the contract term. ALCOA sought relief for mutual mistake. The trial court found that the parties had chosen the WPI to reflect changes in ALCOA’s non-labor costs after a careful investigation showed that the WPI had, over a period of years, tracked ALCOA’s non-labor cost fluctuations without marked deviations. In this, the judge concluded, the parties had made an error ‘of fact rather than one of simple prediction of future events.’ He distinguished the Taussig case on the ground that there the ‘parties bottomed their agreement on a naked prediction,’ while in *ALCOA* the capacity of the WPI ‘to work as the parties expected it to work was a matter of fact, existing at the time they made the contract.’ The judge felt that justice required him to find a mistake of fact. ‘At stake in this suit is the future of a commercially important device – the long-term contract. If the law refused an appropriate remedy when a prudently drafted long-term contract goes badly awry, prudent business people would avoid using this sensible business device.’

line 46

- 49 What is the writer doing in the first paragraph?
- A explaining why a word is misused
 - B identifying the appropriate legal usage of a term
 - C giving examples of common legal errors
 - D suggesting a wider interpretation of a particular term
- 50 In the second paragraph, what does the writer say about cases involving poor prediction?
- A They occur more often than cases involving a mistake of fact.
 - B They do not normally result from a breakdown in relationships.
 - C They are not dealt with under the law of mistake.
 - D They can be more difficult to resolve than mistakes of fact.
- 51 Taussig argued that he was not held by his contract with Leasco because
- A Leasco's anticipated takeover of MKI had failed.
 - B MKI's financial record was worse than he thought.
 - C MKI's projected income had been miscalculated.
 - D Leasco had underestimated the value of MKI's stock.
- 52 What does the word 'bargain' in line 46 refer to?
- A the expectation that MKI's turnover would rise
 - B the terms of the contract working in Leasco's favour
 - C a high degree of competence on the part of Leasco's lawyers
 - D an attempt by Taussig to enforce the terms of the contract
- 53 A factor in ALCOA's decision to go to court was that
- A Essex was not keeping to the terms of the contract.
 - B energy was rapidly becoming its biggest single cost.
 - C the wholesale price of alumina was fluctuating considerably.
 - D a contract price was linked to an inappropriate predictor.
- 54 According to the judge, his decision in *ALCOA v Essex Group* was influenced by the need to
- A maintain the viability of an important business tool.
 - B reduce the impact energy costs have on a range of businesses.
 - C safeguard prudent businesses from unforeseen events.
 - D allow financial recompense for an unethical contract.

ILEC Reading Sample Question Paper Answer Key

- 1 D
- 2 A
- 3 B
- 4 A
- 5 C
- 6 D
- 7 D
- 8 C
- 9 B
- 10 A
- 11 C
- 12 B
- 13 NONE
- 14 IN
- 15 TO
- 16 SUCH
- 17 DO
- 18 BEEN
- 19 AS
- 20 ALTHOUGH/THOUGH/WHILE/WHILST
- 21 OF
- 22 OR
- 23 HOW
- 24 ALL
- 25 FRAMEWORK
- 26 OBLIGATIONS
- 27 PROSPEROUS
- 28 ACCOUNTABLE
- 29 VIRTUALLY
- 30 SETTLEMENT
- 31 EVASION
- 32 IRREGULARITY/IRREGULARITIES
- 33 OFFENCE/OFFENSE
- 34 FACILITATE
- 35 DISCIPLINARY
- 36 DISCLOSURE
- 37 B
- 38 D
- 39 A
- 40 D
- 41 C
- 42 B
- 43 F
- 44 C
- 45 E
- 46 G
- 47 A
- 48 D
- 49 B
- 50 C
- 51 C
- 52 B
- 53 D
- 54 A

ILEC Writing General Information

The Test of Writing assesses candidates' writing skills in English in a legal context by asking them to read law-related input texts and produce written texts in a variety of styles.

Communicative Task	Candidates are asked to write letters and memoranda.
Task Focuses	The focus varies slightly across the two parts but, in both, candidates are required to cover all the content points. In Part 1, the focus is on concise expression, accuracy of language, organisation of content and appropriacy. Range of vocabulary and structure will be defined by the task. In Part 2, candidates have more scope to display their linguistic competence and the focus is on range of vocabulary and structure and grammatical accuracy.
Timing	1 hour and 15 minutes
Number of Tasks	There are two tasks. Both are compulsory.
Answer format	Candidates write their answers on the question paper.
Assessment	Part One carries 40% of the total marks available and Part Two carries 60% of the total marks available.

ILEC Writing Outline

Part	Communicative Task	Main Task Focus	Input	Register	Weighting
1	Letter (120-180 words).	Explaining, refuting, presenting and developing arguments, suggesting etc.	Rubric and input letter with notes including 5 content points.	Neutral/formal	40%
2	Memorandum (200-250 words).	Presenting and developing arguments, expressing and supporting opinions, evaluating ideas, describing, summarising, recommending, persuading, explaining, apologising, reassuring, complaining, etc.	Rubric including 4 content points.	Neutral/formal	60%

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Candidate Name _____

Centre Number	Candidate Number

UNIVERSITY OF CAMBRIDGE ESOL EXAMINATIONS

English for Speakers of Other Languages

INTERNATIONAL LEGAL ENGLISH CERTIFICATE

D015/2

Test of Writing

Test S001

1 hour 15 minutes

Candidates answer on the question paper.
No additional materials are required.

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.

Read the instructions carefully.

Answer both the Part 1 question and the Part 2 question.

Write your answers in the spaces provided on the question paper.

Write clearly in **pen**, not pencil. You may make alterations, but make sure your work is easy to read.

INFORMATION FOR CANDIDATES

Part 1 carries 40% of the total marks available and Part 2 carries 60% of the total marks available.

FOR EXAMINER'S USE	
Part 1	
Part 2	

This question paper consists of 3 printed pages, 3 lined pages and 2 blank pages.

Part 1

You **must** answer this question.

You are a lawyer representing Ms Sandra Meyer. Ms Meyer is the subject of a disciplinary investigation by her employer, Scansoft. Robert Woodly, Director of Human Resources at Scansoft, has written to you with a statement of Scansoft's position.

Read the letter from Mr Woodly, on which you have already made some handwritten notes. Then, **using all the information in your handwritten notes**, write a letter to Mr Woodly on behalf of your client Ms Meyer.

I have been informed that you are acting on behalf of Ms S Meyer.

Ms Meyer is the subject of a disciplinary investigation, following the discovery of confidential documents in her briefcase as she was leaving the premises on 1st June.

She claimed she was taking them home to work on them overnight. This is contrary to company policy.

She was stopped by a security guard at the gate, and she was asked to present her briefcase for inspection. When she did so, the confidential documents were found.

The company takes a very serious view of such behaviour and, if the investigation confirms the circumstances outlined above, this will lead to termination of employment.

While the investigation is in progress, Ms Meyer will be suspended without pay.

Yours sincerely,
Robert Woodly
Director of Human Resources
Scansoft

Handwritten notes:

- She says everyone's doing it.
- Why?
- Discrimination?
- A meeting - suggest time and place.
- Staff not told.
- Unusual! Normal company procedures?

Write a **letter** of between **120** and **180** words in an appropriate style on the opposite page. Do not write any postal addresses.

Part 2

You **must** answer this question.

You are leaving on an extended course of study and are transferring your case load to a colleague. A client, a major supermarket, is involved in a dispute concerning the quality of fruit delivered by a long-time supplier.

Write a **memorandum** to your colleague to brief him on the case, and include the following points:

- some information on the client
- what the client has done to try to find a solution
- the options available to the client
- possible results of legal action.

Write your answer in **200 – 250** words in an appropriate style on the opposite page.

A series of 25 horizontal dotted lines spanning the width of the page, providing a template for handwriting practice.

BLANK PAGE

You may use this blank page to write notes, or, if necessary, to finish your answers.

ILEC Listening General Information

The Test of Listening assesses candidates' listening skills in English in a legal context by asking them to listen to recorded texts and answer questions in corresponding tasks.

Text Types	These include monologues (announcements, talks, seminars, presentations) and interacting speakers (discussions, consultations, meetings, interviews).
Timing	40 minutes, including transfer of answers to answer sheet.
Recording Information	The texts in all parts are heard twice.
Number of Questions	30
Answering Format	Candidates indicate their answers by shading a box or writing a word, or words, on a machine-readable answer sheet.
Assessment	Each question carries one mark.

ILEC Listening Outline

Part	Task Type and Format	Number of Items	Task Focus
1	Three short monologues or dialogues not linked thematically. Heard twice. Two 3-option multiple-choice questions per text.	6	Gist, detail, function, purpose, topic, attitude, feeling, opinion, inference, etc.
2	A dialogue set in the context of an interview, a meeting, a hearing, a consultation, a negotiation, a social situation, etc. between 2 or more people. Heard twice. Five 3-option multiple-choice questions.	5	Listening for gist, specific information, opinion, and attitude.
3	A monologue set in a legal context (training seminars, presentations, lectures, etc.) Heard twice. Nine sentence completion items.	9	Locating and recording specific information.
4	Five short texts on a theme spoken by five different speakers. Heard twice. Two multiple matching tasks, each with a discrete focus. Six options per task.	10	Listening for gist. For example, function, attitude, feeling, opinion, inference, identification of speaker, topic, etc.

Candidate Name _____

Centre Number	Candidate Number

UNIVERSITY OF CAMBRIDGE ESOL EXAMINATIONS

English for Speakers of Other Languages

INTERNATIONAL LEGAL ENGLISH CERTIFICATE **D015/3**

Test of Listening

Test S001

Approx. 40 minutes

Additional materials:
Answer sheet

TIME Approx. 40 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 thirty questions in this paper.

Read the instructions carefully.

Answer **all** questions.

You should write your answers in the spaces provided on the question paper. You will have five minutes at the end to **transfer them to the separate answer sheet**.

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

INFORMATION FOR CANDIDATES

This paper requires you to listen to a selection of recorded material and answer the accompanying questions.

There are four parts to the test. Each part of the test will be heard twice.

There will be a pause before each part to allow you to look through the questions, and other pauses to let you think about your answers.

All questions carry one mark.

This question paper consists of 6 printed pages and 2 blank pages.

Part 1

Questions 1 – 6

You will hear three different extracts.

For questions 1 – 6, choose the answer (A, B or C) which fits best according to what you hear. There are two questions for each extract. You will hear each extract **twice**.

Extract One

You will hear a trainee lawyer who works for an international law firm talking about his six-month placement in the firm's Milan office.

- 1 He feels that the Milan office was a good choice for the placement because
- A he had already had contact with some of the people there.
 - B it provided a contrast to his usual working environment.
 - C it gave him the chance to work in new areas of the law.
- 2 He believes that as a result of his placement he is now
- A more accurate in his work generally.
 - B more able to delegate work effectively.
 - C more aware of the value of some of his usual work.

Extract Two

You will hear a conversation between a lawyer and her client.

- 3 What problem does the client have?
- A A neighbour is suing him for damages.
 - B He's unable to continue with certain aspects of his business.
 - C The local authority is accusing him of contravening its zoning laws.
- 4 How does the lawyer feel about the forthcoming hearing?
- A unsure whether it will finally resolve the matter or not.
 - B concerned about the evidence the opposition will bring to it.
 - C worried that it will rely on the understanding of technical detail.

Extract Three

You will hear two partners discussing the performance of two young lawyers at their firm.

5 What impresses the male partner about the lawyer called Claudia?

- A her ability to work independently
- B her commitment to the cases she works on
- C her willingness to work closely with her colleagues

6 The female partner feels that the lawyer called Pedro

- A should spend more time analysing his clients' needs.
- B needs to refer more of his queries to her.
- C would benefit from further training.

Part 2

Questions 7 – 11

You hear part of a consultation between a lawyer and a new client, Anna Krupa who is planning to set up her own business. For questions 7 – 11, choose the best answer (A, B or C).

You will hear the recording **twice**.

- 7 The law firm has previously represented Anna's husband in
- A a dispute involving his inheritance.
 - B setting up his own commercial venture.
 - C an insurance claim regarding his company.
- 8 What does Anna tell the lawyer about her current situation?
- A She is in full-time employment at present.
 - B She is completing a course of further study.
 - C She is putting resources into ideas of her own.
- 9 What made Anna decide to leave her last employer?
- A She was unable to get on with her new boss.
 - B She felt she was not making sufficient progress in her career.
 - C She was dissatisfied with a change to her employee benefits package.
- 10 Anna thinks that the restrictive covenant in her previous employment agreement
- A is no longer binding on her.
 - B imposes limits on where she can work.
 - C prevents her from disclosing company policy.
- 11 What is Anna's next priority for her proposed business venture?
- A ensuring that her new invention is protected by a patent
 - B establishing the most economic way of moving forward
 - C finding the right employees and appropriate office space

Part 3

Questions 12 – 20

You will hear an announcement at a seminar about a future conference on the subject of taxation law in South America. For questions **12 – 20**, complete the sentences.

You will hear the recording **twice**.

**Conference on tax incentives in Latin America
17th–18th March**

The conference will be useful for

..... *and* **(12)** as well as corporate lawyers.

Early registration allows young lawyers, university teachers

and **(13)** to pay a lower fee.

IBA members registering after 18th February pay a conference fee of

\$ **(14)**

Delegates get materials in advance plus a week's access

to the association's **(15)**

Part of the conference is being organised as a

..... **(16)** for young lawyers.

On day one, sessions will focus on tax issues in sectors such as

financial services and the *and* **(17)** industries.

On day two, the sectors focused on include ecotourism,

utilities and **(18)**

Each session will include both a presentation and a

..... **(19)** on a particular issue.

Once fees are paid, the organisers will provide documentation

for delegates who need to obtain a **(20)**

Part 4

Questions 21 – 30

You will hear five short extracts in which various employees of a law firm called *Haddiscoe* are talking about working for the company.

TASK ONE

For questions 21 – 25, choose from the list **A – F** the thing that impressed each speaker about the firm initially.

TASK TWO

For questions 26 – 30, choose from the list **A – F** what each speaker regards as the most valuable experience they have gained whilst with the firm.

You will hear the recording twice. While you listen you must complete both tasks.

⌘ **A** the firm's recruitment procedures

Speaker 1 (21)

B the attitude of immediate colleagues

Speaker 2 (22)

C the firm's ambitious plans for the future

Speaker 3 (23)

D the range of work available to junior staff

Speaker 4 (24)

E the flexible working arrangements on offer

Speaker 5 (25)

F the image projected by the firm's literature

A getting involved in staff training

Speaker 1 (26)

B learning to choose which projects to work on

Speaker 2 (27)

C being involved with high-profile clients

Speaker 3 (28)

D working with the firm's other branches

Speaker 4 (29)

E being given responsibility for whole projects

Speaker 5 (30)

F working with highly knowledgeable colleagues

ILEC Listening Sample Question Paper Tapescript

This is the Cambridge International Legal English Certificate Listening Test, Sample Paper.

Look at the Information for Candidates on the front of your question paper. This paper requires you to listen to a selection of recorded material and answer the accompanying questions.

There are four parts to the test. You will hear each part twice.

There will be a pause before each part to allow you to look through the questions, and other pauses to let you think about your answers. At the end of every pause you will hear this sound.

You should write your answers in the spaces provided on the *question* paper. You will have five minutes at the end to transfer your answers to the separate answer sheet.

There will now be a pause. You must ask any questions now, as you will not be allowed to speak during the test.

Now open your question paper and look at Part 1.

Part 1.

You will hear three different extracts. For questions 1 – 6, choose the answer (A, B or C) which fits best according to what you hear. There are two questions for each extract.

You will hear each extract twice.

Extract One.

The six months I spent in Milan were amazing. It wasn't just that I was part of a smaller team, it was also that I had to work with other local firms. I'd worked with the Italian office before, during a banking deal, but being on the spot meant that I could really grasp how things work out there. That experience helps a lot when you get home. I think that the firm's smaller European offices are different from, say, Hong Kong or Singapore – which are much more what I would be used to back home – so it was a good choice for me.

I think sometimes as a trainee it can be difficult to see the significance of some of the work you do. It took me a while to appreciate the fact that without the routine elements, transactions simply can't complete successfully. Working in the firm's Milan office was an eye-opener for me as it's a smaller outfit than back home and there's less in the way of practical support, so it made me realise the importance of getting every detail right and still being efficient about it. Even as a trainee, there's a need to manage effectively and delegate.

Now you will hear the recording again.

Extract Two.

Lawyer: Good morning Robert. Thank you for coming. I just wanted to update you on where we are concerning your case.

Client: Oh, yes, that would be really useful.

Lawyer: Basically, what's happened is that some neighbouring homeowners have been granted a Temporary Restraining Order, preventing your company from carrying out any further chemical operations on your property. What happened was that their lawyers were able to convince a judge that your chemical operations are contrary to your zoning status. They've also got some evidence that chemicals may be leaking onto their land. That's how they met the requirements necessary to get an order, and they've posted a bond to cover any loss you might incur.

Client: So when do I get any say in the matter? It seems ridiculous that they're complaining about the chemical operations when the local authority has no problems with it. We've been doing it for six years.

Lawyer: Yes, I know Robert ... and with the local authorities on our side. I wouldn't be overly worried. However, apparently the homeowners do have some photographs to submit which may well support their argument. A hearing is scheduled for next week to determine whether cause exists to continue the order or not pending a full trial. At the hearing, you'll need to testify and provide the technical background.

Client: I see.

Now you will hear the recording again.

Extract Three.

F: Your new recruit called me about the Thwaite case the other day. How's she getting on?

M: Claudia? She's not doing badly actually. She certainly keeps the paperwork moving – which is more than can be said for her predecessor I must say. I'm already able to leave most routine aspects of cases to her

without feeling I need to look over her shoulder every two minutes to make sure she's coping OK. My only reservation would be that I feel she's got a little too involved in this Thwaite case; that she's not quite embraced the firm's team approach completely. I'll have to find a way of broaching the issue with her. What about your chap, Pedro?

F: Pedro's doing fine too – just a few rough edges. I got a bit worried about his interpretation of one client's needs though. He hadn't quite realised that some of the work he was undertaking, though appropriate enough in itself, was rather, time hungry in ways that weren't moving things forward - I had to explain the cost specifics. He took what I said very well and probably just needs to attend a session on research techniques, you know, something on targeting the answerable questions.

That is the end of Part 1.

Part 2.

You will hear part of a consultation between a lawyer and a new client, Anna Krupa, who is planning to set up her own business. For questions 7 – 11, choose the best answer A, B or C.

You will hear the recording twice. You now have 45 seconds to look at Part 2.

Lawyer: Good morning. I'm Malcolm Travis.

Anna: Good morning. Anna Krupa.

Lawyer: Pleased to meet you. First of all, I have to ask you, has the firm acted on your behalf in any other matter?

Anna: Not exactly. My husband was a client of your firm some years ago. He works in the insurance sector, but it wasn't a commercial matter – his siblings were contesting the contents of their parents' will – so it's of no relevance to what we're dealing with now. But he was happy with the firm, so that's why I'm here.

Lawyer: And I understand you're interested in setting up your own business?

Anna: That's right. It's time to capitalize on my experience and training. I've been lucky; soon after graduating, I got work with an innovative software company and was involved in a highly successful project. Then I was head-hunted by a larger company, where I stayed for 12 years. That was my last job. I got quite a generous severance package

from them, which I've put to good use. I've taken time out to develop some research projects of my own, free from the pressure of having to look for another post.

Lawyer: Why did you leave them, may I ask?

Anna: Well I had some minor differences with my line manager. You know, little things like I wanted to upgrade the medical insurance plan that was part of the salary package, and they refused to pay. But although it was a combination of factors, the main trigger was getting passed over for a promotion. That's when I decided that I'd rather work for myself – so I quit. It was quite amicable, but I'm still a little bitter about not getting the credit I felt I deserved.

Lawyer: And do you have a copy of the employment agreement? The reason I ask is because often they contain a restrictive covenant.

Anna: I do remember that there was something that prevented me from taking their customers, but I don't think it said anything about not competing with them in a more general sense – you know geographical location, confidentiality, those sorts of things. In any case, if memory serves me correctly, it was only operative for one year after leaving and that's passed now – but I'll check it out. I've still got the agreement somewhere – would you take a look at it for me to make certain?

Lawyer: Absolutely, I would need to. So what are your priorities at the moment?

Anna: Well, I've come up with what is basically a new kind of software package – an invention if you like. I've already applied for a patent, so that's all in hand, but I need to be thinking about a business plan before I approach the bank for a loan to cover the start-up costs. You know, I'll have to conduct live trials, think about business premises, even staff eventually. But I want to keep my overheads down, so I'm looking for ways of doing that which allow me to maximize any investment I make. Could you advise me on such things?

Lawyer: Indeed we could. Let's talk about the business plan first.

Now you will hear the recording again.

That is the end of Part 2.

Part 3.

You hear an announcement at a seminar about a future conference on the subject of taxation law in South America. For questions 12 – 20, complete the sentences.

You will hear the recording twice. You now have one minute to look at Part 3.

We've got a few minutes before our next session, so there's just time to give you some information about an upcoming conference on the topic of tax incentives in Latin America. The two-day conference will be held in Miami, Florida on the 17th and 18th of March and is being presented by the taxation section of the International Bar Association.

Delegates will have the opportunity to update their legal knowledge and meet leading international tax lawyers and industry experts. The conference should appeal to accountants, economists and corporate lawyers dealing with international tax issues in Latin America.

If you register now, conference fees can be as little as \$485, even for non-IBA members who fall into certain categories; for example lawyers under thirty, full-time academics and judges. To get these reductions, however, you must register before the 18th of February. After that, fees increase to \$845 for non-members and \$745 for IBA members. If you wish to attend the conference dinner, there is an additional charge of \$120.

Otherwise fees cover attendance at all working sessions. These will be in English and English-Spanish interpreting will be provided. You will also receive, in advance, all conference materials, including any speakers' papers submitted before the 11th of February, and you'll be able to get on to the IBA website in the seven days prior to the conference. During the conference itself, lunches, light refreshments and evening receptions are also included in the fee.

A key feature of this conference is that it will be run partly as a competition for selected young lawyers who will each present papers on a particular incentive or disincentive in a Latin American jurisdiction. The best speaker amongst them will be presented with an award at the Closing Reception. If you'd like to take part, you need first of all to be under forty years of age and be ready to do a fifteen-minute presentation. The topics of the six sessions are as follows: On the first day, sessions will focus on tax incentives in oil and mining activities and in the financial services sector. If none of those topics appeals, then the following day's programme might hold more interest for you. That's when the emphasis will be on tax incentives in utilities, in ecotourism and in the real estate sector.

Each speaker needs to present a particular incentive or disincentive in a local

Latin American jurisdiction together with the reasons for implementing it. The effectiveness of local tax arrangements for attracting foreign investment should also be addressed. Each presentation will be followed by a panel discussion which further investigates the issues raised.

Finally, if you're hoping to attend the conference - whether as a speaker or a delegate - and you live outside the USA, you may need to think about a Visa. The conference organisers would like to stress, though, that they are unable to issue a letter in support of any application until they have received a completed registration form and the full fees .

So, if you'd like more information about the [fade]

Now you will hear the recording again.

That is the end of Part 3.

Now look at the fourth and last part of the test. Part four consists of two tasks.

You will hear five short extracts in which various employees of a law firm called *Haddiscoe* are talking about working for the company. Look at Task One. For questions 21 – 25, choose from the list A – F the thing that impressed each speaker about the firm initially. Now look at Task Two. For questions 26 – 30, choose from the list A – F what each speaker regards as the most valuable experience they have gained whilst with the firm.

You will hear the recording twice. While you listen you must complete both tasks.

You now have 40 seconds to look at Part 4.

Speaker 1.

I'd applied to various law firms, and been put off by the very traditional image you get from all the paperwork they send you. Haddiscoe stood out as different, they dispensed with all that; just invited me in for a fairly laid-back interview, which really suited me. Once I'd settled in, I realised not everything was quite as flexible and friendly as the recruitment staff had suggested. But never mind; I got the chance to work with people who really know their stuff in fairly specialist areas of the law. They could be difficult at times, and it was a steep learning curve for me, but brilliant training - giving me a future as a specialist in those areas too.

Speaker 2.

I'd trained with another firm where working conditions were excellent, but I was fairly ambitious, and could tell from the interview that at Haddiscoe I'd be able to branch out into all sorts of areas that interested me for the future – particularly the regulation of financial markets – I couldn't have got that anywhere else so early on in my career. You couldn't pick and choose, of course, but I was lucky, getting taken on as assistant to a partner on a multi-

million-dollar financing deal. I got to work directly with the financiers, drafting a whole document from scratch. It was only one aspect of the project, but that direct contact gave me real insights into that branch of the law.

Speaker 3.

At first, I wasn't sure that I fitted Haddiscoe's image, having trained in a more traditional firm, but I did eventually find I had lots in common with my colleagues. What actually attracted me was the firm's willingness to experiment with different ways of working, even for more junior staff; staggered hours, the option of working at home sometimes – it was all refreshingly forward-looking. Once there, the most beneficial thing for me personally was working as part of a team on complex international projects where we'd liaise closely with various overseas offices. It wouldn't have been my choice because nothing in my previous training had prepared me for that, but I gradually acquired the necessary expertise.

Speaker 4.

I'd read a very positive article about Haddiscoe in the press, but it was only at the interview that I sensed how intent they were on expansion. I reckoned that would mean training opportunities, interesting work with high-profile clients, etc, so I didn't even apply to any other firms. In actual fact, I've mostly been involved with fairly routine work with little opportunity to branch out. It wouldn't have been my choice, but it has meant that I'm trusted to do more things on my own. Like when the partner takes me along to meetings and then leaves all the follow-up to me - drafting the documents, preparing for the signing, etc. Some colleagues recruited more recently don't really get that.

Speaker 5.

Friends working at Haddiscoe seemed quite enthusiastic, but colleagues aren't everything, so I got hold of a copy of the firm's mission statement. It might not be the best way to choose an employer, but I found myself in sympathy with their general approach and so applied. I was pleasantly surprised by the variety and the scale of the litigation projects I got involved in, though I have to be flexible. But the real plus for me is the chance I get to pass my knowledge and experience on to newer recruits. Devoting time to the induction course means less contact with clients, which might mean less higher-level work in the future, but the rewards far outweigh any drawbacks.

Now you will hear the recording again.

That is the end of Part 4. There will now be a five minute pause to allow you to transfer your answers to the separate answer sheet. Be sure to follow the numbering of all the questions. The question papers and answer sheets will then be collected by your supervisor. I'll remind you when there is one minute left, so that you're sure to finish in time.

You have one more minute left.
That is the end of the test.

ILEC Listening Sample Question Paper Answer Key

- | | |
|----|--|
| 1 | B |
| 2 | C |
| 3 | B |
| 4 | B |
| 5 | A |
| 6 | C |
| 7 | A |
| 8 | C |
| 9 | B |
| 10 | A |
| 11 | C |
| 12 | ACCOUNTANTS/ECONOMISTS |
| 13 | (FULL-TIME) JUDGES |
| 14 | 745/SEVEN-HUNDRED AND FORTY-FIVE (DOLLARS) |
| 15 | WEBSITE |
| 16 | COMPETITION |
| 17 | OIL/MINING |
| 18 | REAL ESTATE |
| 19 | (PANEL) DISCUSSION |
| 20 | VISA |
| 21 | A |
| 22 | D |
| 23 | E |
| 24 | C |
| 25 | F |
| 26 | F |
| 27 | C |
| 28 | D |
| 29 | E |
| 30 | A |

ILEC Speaking General Information

The Test of Speaking assesses candidates' speaking skills in English in a legal context by asking them to perform a variety of spoken tasks on law-related topics.

Format	<p>The standard format for ILEC Speaking is two candidates and two examiners. In cases where there is an uneven number of candidates at a centre, the last Speaking test of the session will be taken by three candidates together instead of two.</p> <p>One examiner acts as an assessor and does not join in the conversation. The other acts as both assessor and interlocutor and manages the interaction either by asking questions, setting up the tasks or providing cues for the candidates.</p> <p>Each part of the test focuses on a different type of interaction: between the interlocutor and each candidate, between the two candidates, and among all three.</p>
Timing	Approximately 16 minutes (23 minutes for three candidates)
Assessment	The interlocutor gives a single mark based on a global achievement scale, while the assessor applies detailed analytical scales and gives separate marks for grammar and vocabulary, discourse management, pronunciation and interactive communication.

ILEC Speaking Outline

Part	Timing	Task Format		Candidate Output	
		Interaction Pattern	Input	Discourse Features	Functions
Part 1 Three-way discussion	Two minutes	The interlocutor leads a discussion with the two candidates.	Spoken questions on legal studies or legal work experience.	<ul style="list-style-type: none"> responding to questions expanding on responses 	<ul style="list-style-type: none"> giving personal information talking about present circumstances talking about past experience talking about future plans
Part 2 Individual mini-presentation	Seven minutes	The interlocutor delegates an individual task to each candidate. Candidates choose one topic from a set of two.	A choice of two written topics with prompts to be used as required.	<ul style="list-style-type: none"> sustaining a long turn managing discourse: <ul style="list-style-type: none"> - coherence - organisation of language & ideas - appropriacy of vocabulary - clarity of message 	<ul style="list-style-type: none"> giving information expressing & justifying opinions
Part 3 Two-way collaborative task	Four minutes	The interlocutor delegates a collaborative task to the pair of candidates.	A shared task card with prompts for discussion.	<ul style="list-style-type: none"> turn-taking (initiating & responding appropriately) negotiating collaborating 	<ul style="list-style-type: none"> exchanging information expressing & justifying opinions agreeing and/or disagreeing suggesting speculating comparing & contrasting decision-making
Part 4 Three-way discussion	Three minutes	The interlocutor leads a discussion with the two candidates.	Spoken questions related to the task in Part 3.	<ul style="list-style-type: none"> responding appropriately developing topics 	<ul style="list-style-type: none"> exchanging information expressing & justifying opinions agreeing and/or disagreeing

Interlocutor

Good morning (afternoon/evening). My name is and this is my colleague,

And your names are?

Can I have your mark sheets, please?

Thank you.

First of all, we'd like to know a little about you.

Ask candidates the following questions in turn.

- Where are you both from?
- (*Candidate A*), have you ever practised law or are you a law student?
- And what about you, (*Candidate B*)?

*Ask candidates **have practised law** one further question, as appropriate.*

- Could you briefly describe your practice and your area of expertise?
- Could you tell us what you find enjoyable about being a lawyer?
- What kind of qualities do you think a good lawyer needs?

*Ask candidates **who have not practised law** one further question, as appropriate.*

- Could you tell us what you are currently studying?
- Could you tell us what made you decide to study law?
- In your opinion, is studying law more difficult than studying other subjects?

Ask each candidate one further question, as appropriate.

- In your opinion, what effect is technology having on the practice of law?
- What do you think law firms look for in associates when considering forming partnerships?
- How do lawyers advertise their services in your country?


Thank you.

Interlocutor Now, in this part of the test I'm going to give each of you a choice of two different topics. I'd like you to select one of the topics and give a short talk on it for about a minute.

You will have a minute to choose and prepare your topic. After you have finished your talk, your partner will ask you a question.

All right? (*Candidate A*), it's your turn first. Here are your topics and some ideas to use if you wish.

Place **Part 2** booklets, open at **Task 1A/B**, in front of each candidate.*

 *Approximately one minute of preparation time.*

All right? Now, (*Candidate A*), which topic have you chosen, A or B?

Candidate A *Confirms topic.*

Interlocutor (*Candidate B*), please listen carefully to (*Candidate A's*) talk, and then ask him/her a question about it. (*Candidate A*) would you like to start talking about [*state chosen topic*] now please?

Candidate A  *One minute.*


Interlocutor Thank you. Now, (*Candidate B*), can you ask (*Candidate A*), a question about his/her talk?

Candidates  *Up to one minute.*

Interlocutor Thank you. Now, (*Candidate B*), it's your turn. You will have a minute to choose and prepare your topic. After you have finished your talk, your partner will ask you a question.

All right? Here are your topics and some ideas to help you.

Place **Part 2** booklets, open at **Task 2A/B**, in front of each candidate.*

 *Approximately one minute of preparation time.*

All right? Now, (*Candidate B*), which topic have you chosen, A or B?

Candidate B *Confirms topic.*

Interlocutor (*Candidate A*), please listen carefully to (*Candidate B's*) talk, and then ask him/her a question about it. (*Candidate B*) would you like to start talking about [*state chosen topic*] now please?

Candidate B  *One minute.*

Interlocutor Thank you. Now, (*Candidate A*), can you ask (*Candidate B*), a question about his/her talk?

Candidates  *Up to one minute.*

Interlocutor Thank you. Can I have the booklets, please? *Retrieve booklets.*

* Note: In a live examination there will be a range of tasks for the examiner to choose from.

Task 1A

English Use In International Business Law

- the effect of the increased use of the English language in business transactions
- the level of English needed
- the importance of language in law

Task 1B

Intellectual Property Law

- an example of what is copyrightable in your country
- the rights that copyright provides
- the differences between intellectual property protection from one country to another

Task 2A

Contract Law

- the most important points of a contract
- what effect an oral contract has
- what happens if a contract is broken

Task 2B

The Legal Profession

- the legal training system in your country
- the types of work opportunities for lawyers
- the functions of professional bodies governing lawyers

Investing In Another Country

PART 3

Interlocutor

Now, in this part of the test you are going to discuss something together, but please speak so that we can hear you.

*Place Part 3 booklet, open at Task 24, in front of the candidates.**


Your company is thinking of investing in another country. The Managing Director has asked the legal department for some recommendations.

There are some discussion points to help you.

You will have about three minutes to discuss this. Is that clear?

Please start your discussion now.

Candidates

 *Approximately three minutes.*

Interlocutor

Thank you. Can I have the booklet, please?

Retrieve booklet.

.....

PART 4

Interlocutor

Select any of the following questions as appropriate:

- What other important issues should people consider when they are thinking of investing in another country?
- Do investors from other countries have to worry about restrictions when buying real estate in your country?
- How important is Government and currency stability when considering investing in another country?
- What can investors do to protect their investments in another country?

Thank you. That is the end of the test.

* Note: In a live examination there will be a range of tasks for the examiner to choose from.

Task 24

Investing In Another Country

Your company is thinking of investing in another country. The Managing Director has asked the legal department for some recommendations.

Discussion points

- what 'investing in another country' means
- the types of regulations your company might be subjected to in another country
- the possible results of not complying with local regulations