

TOLES HIGHER EXAMINATION

Test of Legal English Skills – knowledge and use of
legal vocabulary

Do NOT open this paper until the invigilator gives you permission to do so.

You may NOT use a dictionary.

Answer all questions on the answer sheets in this booklet, using pen.

The time allowed for this examination paper is 90 minutes.

Paper 1 - Legal reading and writing

Candidate code:																				
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Sample TOLES Higher examination paper.

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SECTION 1

There is a word or phrase missing from the following sentences. For each sentence choose the word 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: A contract will not be valid if one party can prove that it was signed under (*)

- (1) Employers are required by law to have (1) insurance in case of accidents at work involving employees or visitors.
- (2) The law of (2) deals with civil responsibility for harm or damage caused to someone by a breach of duty of care.
- (3) A (3) is a document that deals with what happens to a person's estate after his or her death.
- (4) The repayments were not made and the loan fell into (4)
- (5) If you are (5) it means that you do not have enough money to pay your debts.
- (6) Transferring illegal money into legal bank accounts is known as money (6)
- (7) A lawyer's right to speak in a certain court is known as the right of (7)
- (8) Sometimes a contract can be terminated by one of the parties giving (8) in writing to the other party.
- (9) The (9) party was offered £5000 in full and final settlement of her claim.
- (10) His (10) salary for the month was £2000, but tax had to be deducted from that amount.

ANSWER SHEET SECTION 1

- (*) *A. pressure* *B. force* *C. duress* *D. threat*
- (1) **A. liability** **B. accountability** **C. blame** **D. responsibility**
- (2) **A. suing** **B. compensation** **C. claims** **D. tort**
- (3) **A. testimony** **B. will** **C. evidence** **D. probate**
- (4) **A. debt** **B. debit** **C. arrears** **D. overdue**
- (5) **A. ruined** **B. insolvent** **C. poor** **D. broke**
- (6) **A. washing** **B. cleaning** **C. rinsing** **D. laundering**
- (7) **A. address** **B. hearing** **C. converse** **D. audience**
- (8) **A. notice** **B. announcement** **C. warning** **D. caveat**
- (9) **A. wronged** **B. breached** **C. injured** **D. dishonoured**
- (10) **A. sum** **B. whole** **C. complete** **D. gross**

SECTION 2

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

There is an example at the beginning (*).

(10 points)

GOING TO COURT

If there is a (*) between two parties it sometimes leads to one of them bringing a claim in the civil court. In the USA this is known as bringing a lawsuit.

A claim begins with the party who has suffered in some way asking the court for assistance. In England this party is known as the claimant and in the USA as the (1)

To give an example, let's say that Mr Jones produces fruit and vegetables. His biggest customer is in London. Mr Jones has signed a (2) with Mr Smith, which clearly states in clause 3 that Mr Smith will transport fruit and vegetables to the customer in London every week using a *refrigerated* container. However, Mr Smith did not keep his part of the agreement this week. He transported the fruit and vegetables in an ordinary lorry in hot weather and the customer refused to accept the delivery. Mr Jones has lost £3,500 as a result. If Mr Smith will not (3) Mr Jones for the loss he has suffered what can Mr Jones do? The answer is to file a claim.

The process begins with the claimant filing a claim form with the court. This claim form is quite simple in the English system. It will give the name of the (4), which in our case is Mr Smith. It will also give brief facts about the case and state the legal grounds. In this case Mr Smith is accused of (5) of contract in that he did not fulfil his contractual obligations. The claim form will also state what the claimant wants from the court if his case is successful. In our example Mr Jones is seeking (6) of £3,500.

The next thing that happens is that the clerk of the court will send a copy of the claim to Mr Smith. Mr Smith must reply to the allegations made against him within a certain time period. If he wants to he can simply (7) liability for the loss and pay the £3,500. On the other hand, he might file a defence that (8) the claimant's allegations. If Mr Smith files a defence then the process moves to the next stage.

Now the two parties to the dispute gather all the facts that they have to support their argument. This supporting information is known as (9) They exchange this, together with witness statements about what happened. The process of exchanging information is to make sure there are no surprises if the case comes to (10) at court before a judge. Often, it is at this stage that one of the parties will drop the case or decide to settle out of court.

ANSWER SHEET SECTION 2

Example () dispute*

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)

SECTION 3 (A)

Read the following contract clause. The missing words are in the list below. For each gap choose the word which best fits into the space from the options provided. Use each option only once. **Write your answers in the box below.**

There is an example at the beginning (*).

(5 points)

From the termination clause of an employment contract

Sherburn Travel hereinafter known as the Company may summarily terminate any Employee's employment without (*) notice with the consequence that he/she shall have no claim for damages or any other (1) against the Company in the event of the Employee:

- 1.1 being deemed guilty of any serious failure or (2) in carrying out his/her duties or committing any serious breach of any of the terms of this agreement
- 1.2 becoming the subject of a (3) order or an interim order under the Insolvency Act
- 1.3 being convicted of a serious criminal offence other than an offence under road traffic (4) for which a penalty other than imprisonment is imposed; or
- 1.4 giving public expression to any matter which affects the Company or its business without authority or committing an act which brings the Company into disrepute or prejudices its (5)

Example (*)

AA. *prior*

- A. bankruptcy
- B. interests
- C. remedy
- D. legislation
- E. neglect

(*)	AA. <i>prior</i>
(1)	
(2)	
(3)	
(4)	
(5)	

SECTION 3 (B)

Read the contract clause below. The missing prepositions are in the list below. For each gap choose the preposition which best fits into the space from the options provided. Use each option only once. **Write your answers in the box below.**

There is an example at the beginning (*). (5 points)

From a waiver clause

Any failure (*) the Company to exercise any right hereunder or the waiving or condoning by the Company of any delay or failure by the Supplier to comply (1) any of the terms of this agreement shall not be deemed to mean that the Company has waived any right to take legal action (2) the Supplier. The Supplier agrees that any acceptance by the Company of any delay or failure shall only be binding (3) the Company (4) such time as the Company shall serve notice on the Supplier that the failure or delay must be remedied (5) a specified date or the Company will be obliged to take appropriate action.

Example (*)

AA. *by*

- A. on
- B. with
- C. until
- D. by
- E. against

(*)	AA. <i>by</i>
(1)	
(2)	
(3)	
(4)	
(5)	

SECTION 4

Look at the letter below. A lawyer has written it on behalf of her client.

Parts of the letter are written in an inappropriate way. They are underlined. Rewrite the underlined words in a more appropriate way. **Write your answers on the answer sheet.**

There is an example at the beginning (*).

(20 points)

Barnes Holland & Co
Chancery House
1 Bell Lane
Southampton

28 September 20XX

Mr Colin Stoker
C&S Plumbing and Heating Services
Unit 12 St James Industrial Estate
Southampton

Dear (*) Colin Stoker

Your work for Mrs Beverley Adams

(1) I am working for Mrs Beverly Adams who has asked me to contact you on her behalf.

Mrs Adams has (2) said to me that you carried out some plumbing and building work in her home at 33 Russell Gardens in July 20XX. Mrs Adams (3) is saying that despite numerous telephone calls and letters to your place of business, (4) you have been silent about the complaints that she has made concerning the work that you carried out. May I draw your attention to the fact that despite having no formal, written agreement (5) a contract of spoken words exists between you.

My client would like to raise the following points with you:

1 You (6) promised you would remove an old gas fire from her living room and repair the damage to the wall. You removed the fire on 20 July 20XX, but (7) at this moment the wall has not been repaired.

2 You installed a new hot water boiler in the kitchen and suggested that (8) for more money of £150 you would build a cupboard around it so that it would not be visible. You installed the boiler on 21 July 20XX but failed to fit the cupboard according to your agreement.

My client also tells me that in addition to this, you have not supplied her with a (9) paper to prove that she has paid you for the cash amount of £1,800 that she gave you on 20 July 20XX.

Please contact this office as soon as possible so that we can discuss how to resolve this (10) argument as quickly as possible.

Yours sincerely

Emma Watson

ANSWER SHEET SECTION 4

Example () Mr Stoker*

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)

SECTION 5

Read the following sentences that have a preposition missing from them. For each sentence choose the preposition 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: He was unable to claim damages () the other party as the contract contained a clause to that effect.*

- (1) You will need to call in and see me again at some point (1) the next few weeks.
- (2) He will continue as managing director of the company (2) his retirement next year.
- (3) That firm is branching out (3) the field of medical negligence.
- (4) Please make an appointment with my secretary to see me again (4) Friday.
- (5) We still have a lot of work to do (5) terms of collecting evidence to support your claim.
- (6) Have you received that report (6) the firm's profits for the last six months?
- (7) Were you born (7) 1980?
- (8) This could cost you well (8) £5000, in fact, it could be closer to £6000.
- (9) He is going to be a member (9) the committee that investigates the politician's conduct.
- (10) His salary is matched (10) his ability in the courtroom.

ANSWER SHEET SECTION 5

- (*) **A. from** **B. at** **C. to** **D. with**
- (1) **A. over** **B. by** **C. to** **D. from**
- (2) **A. with** **B. for** **C. until** **D. as**
- (3) **A. to** **B. into** **C. for** **D. with**
- (4) **A. in** **B. to** **C. at** **D. on**
- (5) **A. in** **B. to** **C. for** **D. as**
- (6) **A. for** **B. as** **C. to** **D. on**
- (7) **A. in** **B. on** **C. to** **D. over**
- (8) **A. with** **B. up** **C. over** **D. to**
- (9) **A. of** **B. in** **C. to** **D. for**
- (10) **A. for** **B. to** **C. by** **D. as**

SECTION 6

Read the following extract from a contract of sale. Some of the words or phrases are underlined. Explain the meaning of these underlined words or phrases. You can write one word in plain English or a short explanation. **Write your answers on the answer sheet.**

There is an example at the beginning (*).

(10 points)

Terms and conditions of sale

7. Prices

All prices quoted are (*) net unless otherwise stated in writing by us. Payment must be made immediately unless a credit account has been agreed and in such cases payment must be made within 30 days of the date of the (1) invoice. The Seller reserves the right to charge interest on all (2) overdue accounts at the rate of 1.5% per calendar month.

8. Deliveries

The time of delivery is estimated as accurately as possible. When for reasons beyond our control delivery estimates are exceeded we shall not be liable for delay.

9. Damage, loss or shortage

The Seller does not accept any liability for damage or loss (3) in transit or any shortage in the amount of delivered goods unless:

- i) notification of damage loss or shortage is reported to both the Seller and the carrier within 10 days of (4) the receipt of the goods and the goods have been signed for as 'not examined' and have been handled by the Buyer in accordance with the carrier's conditions; or
- ii) non-delivery is reported to the Seller and to the carrier within 7 days of notification of (5) dispatch by the carrier to the Buyer.

ANSWER SHEET SECTION 6

Example () not including tax [Value Added Tax].*

(1)

(2)

(3)

(4)

(5)

TOLES HIGHER examination (sample paper)

Answer key

Paper 1 – Reading & writing

SECTION 1

1. (A) liability
2. (D) tort
3. (B) will
4. (C) arrears
5. (B) insolvent
6. (D) laundering
7. (D) audience
8. (A) notice
9. (C) injured
10. (D) gross

SECTION 2

1. plaintiff
2. contract
3. compensate, indemnify
4. defendant
5. breach
6. damages, compensation
7. admit
8. denies, refutes
9. evidence
10. trial

SECTION 3 (A)

1. (C) remedy
2. (E) neglect
3. (A) bankruptcy
4. (D) legislation
5. (B) interests

SECTION 3 (B)

1. (B) with
2. (E) against
3. (A) on
4. (C) until
5. (D) by

SECTION 4

1. I act for, I am acting for, I am instructed by, I have been instructed by, I act on behalf of
2. informed me, instructed me
3. tells me, informs me, alleges, claims
4. you have not responded to, you have failed to respond to, you have ignored
5. an oral contract, a verbal contract, an oral agreement, a verbal agreement
6. agreed to, contracted to, undertook to
7. to date
8. for an extra payment of, for an additional payment of, for an additional
9. receipt
10. dispute, matter

SECTION 5

1. (A) over
2. (C) until
3. (B) into
4. (D) on
5. (A) in
6. (D) on
7. (A) in
8. (C) over
9. (A) of
10. (C) by

SECTION 6

1. A document listing the goods or services that have been supplied and showing how much money is owed for them.
2. Financial records which show that the buyer has not paid bills or invoices on the agreed date and payment is now late.
3. While being physically moved from one party to another, by courier, lorry or ship, for example.
4. Receiving
5. Sending