

ILEC practice test

Test of Reading

TIME 1 hour 15 minutes

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	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input checked="" type="checkbox"/>	D <input type="checkbox"/>
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- | | | | |
|-------------------------------|------------------------|---------------------|------------------------|
| 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 instalment 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 13–24

Read the following extract from a journal article about competition.

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 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 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 extract from a letter of advice from a lawyer to a client.

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**).

You have requested advice 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.

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. I would therefore anticipate 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"/>							

- 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 our advice.

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 45

- 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 45 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.

Test of Writing

TIME 1 hour 15 minutes

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.	
She says everyone's doing it.	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.	
Why? Discrimination?	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.	Staff not told.
	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.	Unusual! Normal company procedures?
A meeting - suggest time and place.	Yours sincerely, Robert Woodly	
	Director of Human Resources Scansoft	

Write a **letter** of between **120** and **180** words in an appropriate style. 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.

Test of Listening

TIME Approx. 40 minutes

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		A getting involved in staff training	
B the attitude of immediate colleagues	Speaker 1 (21)	B learning to choose which projects to work on	Speaker 1 (26)
C the firm's ambitious plans for the future	Speaker 2 (22)	C being involved with high-profile clients	Speaker 2 (27)
D the range of work available to junior staff	Speaker 3 (23)	D working with the firm's other branches	Speaker 3 (28)
E the flexible working arrangements on offer	Speaker 4 (24)	E being given responsibility for whole projects	Speaker 4 (29)
F the image projected by the firm's literature	Speaker 5 (25)	F working with highly knowledgeable colleagues	Speaker 5 (30)

Test of Speaking

ILEC SPEAKING

Sample
Paper

PART 1 (2 minutes)

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 **who 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 use if you wish.

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 2A

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