



جامعة السلطان الشريف علي الحكيمية
UNIVERSITI ISLAM SULTAN SHARAF ALI
SULTAN SHARAF ALI ISLAMIC UNIVERSITY

The Centre for the Promotion of Knowledge and Languages
Semester 1, Academic Session of 2020/2021

Final Examination Question Paper

Course Code : PG 0102
Course Name : English For Law
Course Level : HND Shariah Criminal Justice System
Time : Two (2) hours

STUDENT ID : _____

Notes: Read and answer all questions carefully.

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

QUESTION 1

(10 Marks)

Look at the sentences below. Each sentence contains only one mistake. The mistake is either an incorrect word or a word that should not be there. Put a circle around the word and write the correct one. Use Ø if there is no word to replace it. An example has been done for you in (*).

(*). The amount of damages awarded will depend on ^Ø against the amount of earnings you have lost.

1. Thank you for instructing Singer and Partners to act for your behalf.
2. Angel Manufacturing, hereinafter referred in as 'the Company'.
3. The grounds of our claim against you are that you have wronged your duty of care to my client.
4. Going onto someone's land without their permission is known as trespass on land.
5. An act is a failure to do something that a normal, reasonable person would do under the same circumstances.

- ~~6. If you want the judge to award you damages from the defendant you will have to prove to the court that you have experienced a loss.~~
7. She is an expert in conveyancing procedures. She deals with companies that don't have enough money to pay their debts.
8. You are 50 years old now Hj Nabil, you should really start thinking about writing a will.
9. When the claim form was served upon the defendant he decided to pay the money to the prosecutor.
10. Slander does not require proof that any damage has occurred as a result of the tort. It is actionable *per se*.

QUESTION 2

(10 Marks)

Read the sentences and circle the correct vocabulary from the choices below:

1. In tort law, ___ is an attempt to initiate harmful or offensive contact with a person, or a threat to do so. It is not the same as the actual achievement of such contact.
- | | |
|-------------|-----------------|
| (a) threat | (c) bodily harm |
| (b) battery | (d) assault |

2. The Employer may ___ this Agreement without notice if the Employee shall at any time (i) be guilty of gross misconduct and (ii) discloses confidential information which has detrimentally affected the interests of the Employer.
- (a) discharge (c) void
(b) breach (d) terminate
3. Your client signed the contract and ___ entered into a binding contract.
- (a) hereby (c) hereinafter
(b) therein (d) therefore
4. In order to establish negligence in a particular situation, a fundamental question asked by lawyers is: "Did the defendant ___ a duty of care on the claimant?"
- (a) provide (c) perform
(b) give (d) owe
5. The judge said that he hoped the amount awarded would act as a ___ to any journalists in future who are thinking of publishing a story that might not be true.
- (a) punishment (c) deterrent
(b) loss (d) detriment
6. In writing this letter I formally ___ that I will end my employment with this company on 24 January.
- (a) give notice (c) hereby
(b) terminate (d) come into force

- ~~7. A person or company that supplies goods in a particular geographical area is often referred to in a contract as a ____.~~
- (a) seller (c) distributor
(b) supplier (d) contractor
8. "The persons ____ named" means the people named later in this document.
- (a) hereby (c) hereafter
(b) herein (d) heretofore
9. The name of the liability that requires no proof of harm but is actionable *per se* is known as a ____ liability.
- (a) tortious (c) negligent
(b) strict (d) vicarious
10. The phrase 'emotional ____' is used by lawyers in England to describe a client's mental pain and suffering.
- (a) damage (c) torture
(b) misery (d) distress

QUESTION 3

(10 Marks)

Fill the gaps with the correct collocation, vocabulary or preposition.

COLLOCATIONS

1. - **My client** could not have anticipated the result of her conduct and we deny that **the harm** that she caused was reasonably _____.

2. If a lawyer is allowed to be heard in a particular court, we say that they have a right of _____.
3. In order to create a legally _____ contract, you will need the four elements of intention, offer, acceptance and consideration.

VOCABULARY

4. _____ are allowed to represent for clients in court. However, they have not passed the Bar exam to allow them to work independently in the chambers.
5. A void contract means that the contract is not _____. This means that a court will not recognise this contract as being valid.
6. In tort law, I am liable for any harm that I cause to another person either from having an intention to cause harm, or from _____.
7. Your client was at fault in this situation. This means that my client is entitled to _____, also known as compensation in the form of monetary damages, if you do not settle the matter out of court.

PREPOSITION

8. The court awarded damages to the hotel _____ the amount of \$10,000 after the magazine published a defamatory story about the events that happened in the hotel kitchen.
9. We must ask ourselves what a reasonable person would have done _____ those circumstances.
10. The damage caused to the claimant was not reasonably foreseeable _____ the defendant.

QUESTION 4(10 Marks)

Read the letter below. Some words that have been underlined are too informal. Complete the same letter on the next page by choosing a better word or phrase from the box below.

Mr D. S. Smith-Wesson

HunterCorp Ltd

19-67 Bunkersville CNK80Q3

Dear Mr Smith-Wesson,

Fitted Kitchen, supplied by HunterCorp Ltd, June 20XX

In June of this year I purchased a new kitchen from your company for a total price of \$10,345. The fridge that you supplied was (a) broken. As you (b) know very well, I have had numerous difficulties trying to get this fridge replaced. This letter is a (c) warning of my intention to begin legal action if the problem is not rectified immediately.

The kitchen was fitted in June and the fridge broke down for the first time just three months later, on 18 September. When I contacted your office I was advised that I should wait for an engineer to repair the fridge, as I had no right to a (d) new one. During that conversation you (e) said it was true that the fridge was one of a batch that was defective and that I would have to wait two weeks (without having the facility of a fridge) as your engineer was so busy.

Now the fridge has broken down for a second time, which has caused me both expense and (f) personal trouble. I am not prepared to wait for a second visit from an engineer and request that you supply me with a new fridge immediately. I have taken legal advice and I am advised that I have (g) reasons to make a claim against your company based on (h) dishonor of contract. I understand that as a consumer I am covered by the Sale and Supply of Goods Act 1982. If it is necessary to (i) start a legal action in Bunkersville Court I shall claim for the cost of the fridge and I will also include the amount of the claim (j) money for the consequential loss of spoiled food, which amounts to approximately \$150.

I look forward to hearing from you as soon as possible.

Yours sincerely,

C. Novak

breach	replacement	grounds	compensation	defective	damage
issue	inconvenience	are	admitted	notice	terminate
proceedings		aware			

Fitted Kitchen, supplied by HunterCorp Ltd, June 20XX

In June of this year I purchased a new kitchen from your company for a total price of \$10,345. The fridge that you supplied was (a) _____. As you (b) _____, I have had numerous difficulties trying to get this fridge replaced. This letter is a (c) _____ of my intention to begin legal action if the problem is not rectified immediately.

The kitchen was fitted in June and the fridge broke down for the first time just three months later, on 18 September. When I contacted your office I was advised that I should wait for an engineer to repair the fridge, as I had no right to a (d) _____.

During that conversation you (e) _____ that the fridge was one of a batch that was defective and that I would have to wait two weeks (without having the facility of a fridge) as your engineer was so busy.

Now the fridge has broken down for a second time, which has caused me both expense and (f) _____. I am not prepared to wait for a second visit from an engineer and request that you supply me with a new fridge immediately. I have taken legal advice and I am advised that I have (g) _____ to make a claim against your company based on (h) _____

of contract. I understand that as a consumer I am covered by the Sale and Supply of Goods Act 1982. If it is necessary to (i) _____ in Bunkersville Court I shall claim for the cost of the fridge and I will also include the amount of the claim (j) _____ for the consequential loss of spoiled food, which amounts to approximately \$150.

I look forward to hearing from you as soon as possible.

Yours sincerely,

C. Novak.

QUESTION

(10 Marks)

Read the following contract (also known as "service agreement" here) and answer the following questions using FULL SENTENCES.

DIRECTOR'S SERVICE AGREEMENT

THIS AGREEMENT IS MADE ON 2 NOVEMBER 2005 BETWEEN:

(1) HUNTERCORP LIMITED ('the Company'), whose registered office is at 19-67 Bunkersville, CNK80Q3

AND

(2) KINGSLEY CROSSROADS ('the Sales Director') of 666, Robert Johnson Street, Bunkersville CNK80Q3

IT IS HEREBY AGREED that the aforesaid Kingsley Crossroads will serve as Sales Director of Huntercorp Limited on the following terms and conditions.

1. DEFINITIONS

In the agreement the following expressions shall have the meanings set out below:

1.1 'the Board': the board of directors of the Company

~~1.2 intellectual property trademarks, copyrights, inventions and confidential information~~

2. TERMS OF ENGAGEMENT

2.1 The Sales Director shall be employed by the Company for an initial fixed-term period of three years commencing from 2 November 2005. This agreement may be terminated thereafter by either party providing to the other not less than six months' notice in writing.

3. DUTIES

3.1 The Sales Director shall during his employment with the Company:

3.1.1 endeavour to promote and develop business on behalf of the Company

4. ~~RENUMERATION~~

4.1 The Sales Director shall be paid an annual salary of \$75,000, payable monthly on the 28th of each month by direct credit transfer.

5. COMPANY VEHICLE

5.1 The Company shall provide the Sales Director with a '78 Lincoln Continental Mark V motorcar and will pay all running costs of said vehicle, including insurance and maintenance.

6. PENSION SCHEME

6.1 The Sales Director will throughout his employment with the Company be eligible to become and remain a member of the Company's pension scheme. The Company will pay into the Company's pension scheme on behalf of the Sales Director an amount equal to 4% of his annual salary during his employment with the Company.

7. HOLIDAY ENTITLEMENT

7.1 The Sales Director shall be entitled to 25 working days' holiday in each calendar year. This is an addition to normal public holidays.

8. CONFIDENTIALITY

8.1 In order to protect the confidentiality of the Company's affairs, business and / or intellectual property rights, the Sales Director hereby agrees not to disclose to any other party during the course of his employment or thereafter any confidential information relating to the Company nor to use any such information in any way for any purpose following the termination of employment with the Company. This restriction is to remain valid for a period of 12 months from the termination of the Sales Director's employment with the Company.

9. RESTRAINT OF TRADE

9.1 The Sales Director hereby covenants with the Company that he shall not for a period of 12 months following termination of employment with the Company either directly or indirectly engage in or be involved in any activity or business in competition with the Company.

10. LEGAL JURISDICTION

10.1 This agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

SIGNED BY D. S. SMITH-WESSON

For and on behalf of Huntercorp Limited.

SIGNED BY KINGSLEY CROSSROADS

Of 666, Robert Johnson Street, Bunkersville CNK 80Q3

Dated this 2nd day of November 2005

1. When does Mr. Kingsley Crossroads's service contract commence?

2. Kingsley Crossroads's service agreement is a fixed-term agreement. For what period of time?

3. What specific duties does Kingsley have under the agreement?

4. When can Kingsley leave the employment of the Company according to the terms of the agreement?

5. What is Kingsley's annual salary?

6. What other benefits is Kingsley provided with under the terms of the agreement?

7. Will Kingsley breach the service agreement if he decides to establish his own business in competition to Huntercorp Limited?

8. Will Kingsley still receive benefits from the Company's pension scheme even after he leaves the Company's employment?

9. Which legal jurisdiction are any disputes between the parties to be resolved under according to the terms of the agreement?

10. After leaving the company on 24 January 2010, Kingsley decides to disclose confidential information about the Company's affairs on 2 May 2013. Should Huntercorp Limited take legal action against him on the grounds of breach of contract? If so, why?

بالتوفيق والنجاح

END OF PAPER