

Part 1

Questions 1-3

Read the text and choose the best word to fill each gap from **A, B, C, D** below.

Compensation for wrongful dismissal is a payment of, or in lieu of, damages for breach of contract. It is thus very different from an award for "unfair dismissal" which is a **(1)** entitlement.

The most usual situation in which wrongful dismissal is claimed is where the employee is dismissed without notice. In that situation damages are normally limited to the net amount that the employee would have **(2)** during the minimum period of notice which the employer could have lawfully given under the terms of the contract.

The first £30,000 paid as **(3)** for wrongful or unfair dismissal is normally exempt from tax and NI contributions.

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|---|-----------------------|--------------------|-----------------|---------------------|
| 1 | A lawful | B statutory | C legal | D legitimate |
| 2 | A received | B won | C earned | D brought in |
| 3 | A compensation | B remedy | C damage | D relief |

Questions 4–9

Choose the best word or phrase to fill each gap from **A, B, C, D** below.

The major remedy available at common law for breach of contract is an award of damages. This is a **(4)** sum fixed by the court to compensate the **(5)** party.

In order to **(6)** substantial damages the innocent party must show that he has **(7)** actual loss; if there is no actual loss he will only be entitled to nominal damages in recognition of the fact that he has a valid cause of action.

The rule governing **(8)** of loss in contract was established in *Hadley v Baxendale*. The court established the principle that where one party is in breach of contract, the other should receive damages which can fairly and reasonably be considered to arise naturally from the breach of contract itself ('in the normal course of things'), or which may reasonably be assumed to have been within the **(9)** of the parties at the time they made the contract as being the probable result of a breach.

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|---|---------------------|-------------------------|---------------------|-------------------------|
| 4 | A pecuniary | B monetary | C peculiar | D definite |
| 5 | A injured | B non-defaulting | C innocent | D counter |
| 6 | A claim | B recover | C be awarded | D get |
| 7 | A undergone | B experienced | C sustained | D suffered |
| 8 | A remoteness | B the measure | C time | D foreseeability |
| 9 | A intentions | B consideration | C purpose | D contemplation |

Part 2

Questions 10-15

Fill each gap with one word only.

Buyer agrees to pay for the goods at the time they are delivered and at the place **(10)** he receives said goods.

Goods shall be deemed received by buyer when delivered to address of buyer as herein described.

Until such time as said goods have been received by buyer, all risk of **(11)** from any casualty to said goods shall be on seller.

Seller warrants that the goods are now free from any security **(12)** or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows **(13)** has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

Buyer has the right to examine the goods on arrival and has [number] of days **(14)** notify seller of any claim for damages on account of the condition, grade or quality of the goods.

That said notice must specifically set forth the basis of his claim, and that his failure to **(15)** notice seller within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the goods.

This agreement has been executed in duplicate, whereby both buyer and seller have retained one copy each, on [date] .

Part 3

Questions 16-23

Use the words to form derivatives

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| <p>"One might say that the world is divided into two manners of men: the man who says: 'I have in my pocket a (16) plan of the universe, complete and written down: whenever I meet a new problem or have an old one I have only to consult my plan and by simple logic deduce the appropriate answer.'</p> | <p>BLUE</p> |
| <p>"Of such men are good civil law (17) made.</p> | <p>LAW</p> |
| <p>"And the man who says: 'I don't have a (18) plan for the universe all written down: I can't anticipate all the problems of the world: I'll meet them as they come, one by one bringing to bear upon them my experience and common sense, and I'll not lay down any general rule, but answer only the problem before me.'</p> | <p>CONCEIVE</p> |
| <p>"Such men make good common law lawyers.</p> | |
| <p>"From these different positions certain (19) seem possible. First, the man who lives by the predetermined plan will find his (20) , his security in the written word - the code - the statute - and will say that the general principles set forth therein survive even (21) (22) , while the man who declares that he has no predetermined plan, but only individual solutions to particular problems, is apt to find his security in the individual instances and their (23) repetition in experience."</p> | <p>CONCLUDE STABLE ERROR APPLY CONSCIENCE</p> |