UNIT 1

Read about common law and the emergence of Equity and write a brief summary of around 70 words on why the Earl of Oxford's case (1615) was important.

Before the Earl of Oxford's case, the common law Courts and the Court of Chancery had different remedies. The common law Court remedies were based on precedent, and the Chancery remedies were based on the principles of Equity (fairness, morality and rightness). Rulings from one court could give a conflicting remedy to another. In the Earl of Oxford's case. King James I declared that the solutions in equity would prevail over common law solutions.

What was forum shopping, and how was this problem resolved? Give a brief explanation of around 70 words.

Forum shopping was when lawyers chose either common law Courts or Chancery for their disputes, depending on which offered the best solution. This problem was resolved by the Judicature Act of 1873, which joined the common law and equitable courts, creating one court system. Parties can now ask a judge to apply both common law and equitable principles when deciding cases, and because of the Earl of Oxford's case, equity prevails if there is any conflict between the two.

LESSON 1 Cover
Exercise 6 AUDIO 1.0.1

Global legal systems are usually divided into two main systems of law. The civil law systems use codified laws whereas common law systems use case law precedents and judges interpret the law to find a solution for the parties and their disputes. The Italian Civil Code is an example of codified law. England and Wales and many current or former British colonies have adopted the common law system whereas most continental countries have a civil law system. The civil law system is based on codified laws derived from Roman law principles.

LESSON 2
Exercise 6 AUDIO 1.0.2

The English Court system is divided into civil and criminal courts. Criminal Courts deal with crimes that are prosecuted in the name of the State. Criminal matters include murder, manslaughter theft and sexual offences. If an offender is found guilty, they may be given a custodial sentence, which means that they will spend time in jail. Civil matters are legal proceedings between private parties and the Courts normally award damages to compensate the party for the loss suffered or other remedies such as injunctions or specific performance.

LESSON 3
Exercise 6 AUDIO 1.0.3

Stefanie My name's Stefanie and I am a solicitor employed in a magic circle law firm. The work I do is often contentious because I am in the Litigation Department. I need to prepare defences, witness statements and collect evidence for hearings before a judge.

Andrew I'm Andrew and I am a criminal lawyer. My clients usually call me from the police station and ask me to help them with their interviews with the police investigating their matters. I often appear in the Magistrates' Court to apply for bail for my clients.

LESSON 4
Exercise 6 AUDIO 1.0.4

Lawyers are often accused of using legalese which is legal jargon that only lawyers understand. The style and tone of a letter will change depending on who a lawyer is writing to. For example, if a lawyer is writing to a client who does not have legal knowledge, they will need to write plainly so that the client is able to understand them better and will need to explain any legal terms in the letter. When lawyers use capital letters for words in a legal document, this means that the words or phrases have a specific meaning which is usually found in the Defined Terms Clause.

1. Covers the responsibility not to harm others even in the absence of a contract. **Law of Tort**
2. Covers offenses against the state with the action brought on behalf of the state. **Criminal Law**
3. Covers the way business are set up and operate and all business transactions. **Business Law**
4. Covers agreements between parties and any damages due to breach. **Contract Law**
5. Covers the incorporation of companies, and rights and duties of shareholders. **Company Law**

Read pp. 8-9 and answer the questions.

Who usually does the following legal work, a solicitor (S) or a barrister (B)?

1. Contentious B ✔
2. Transactional S ✔
3. Non-contentious S ✔
4. Pleadings B ✔
5. Client contact S ✔
6. Advocacy B ✔

Read pp. 8-9 and answer the questions.

1. What are Queen's Counsel barristers often called?
silks
2. What does 'right of audience' mean?
permission to speak in front of a judge
3. What are the four Inns of Court in London called?
Grays' Inn, Lincoln's Inn ,Middle Inn and Inner Temple
4. In which country do barristers and solicitors remain seated in court, the USA or the UK?
in the UK
5. Who is the head of the Judiciary?
lord Chancellor
6. What is 'judicial review'?
judges in the High Court check that the Tribunal has not acted with mala fides

Read about Law French on page 11 and complete the text.

Law French is not [really] ✔ modern French because it is derived from the Norman French dialect from [nearly] ✔ 1,000 years ago and it has been distorted through usage. It was the language of the aristocracy in Britain after the Norman conquest in 1066 when the Normans [set up] ✔ their own court system in England and Wales. After 300 years, the main language of communication in all [social] ✔ classes had returned to English, and Norman French was in [decline] ✔ . The Pleading in English Act was introduced in 1362 to stop the use of Norman French in the Courts, so Law French [disappeared] ✔ . Many of the legal words had no equivalent in English so their Law French [versions] ✔ have continued to be used to this day.

Read the list of archaic words on page 11 and then match words with their modern English meanings.

1. In spite of — notwithstanding ✔
2. Hereinafter — starting from now or a later time ✔
3. The aforesaid — written above ✔
4. The undermentioned — written below ✔
5. The said — already mentioned/identified ✔
6. Therein — in that document ✔
7. Herewith — with this ✔

UNIT 2

Read the text and answer YES or NO to the following questions.

Felthouse v Bindley [1862] EWHC CP J35

This is a case about whether silence, or a failure to reject an offer, can be considered acceptance. Paul Felthouse, who was the Complainant, talked with his nephew, John Felthouse about purchasing the nephew's horse. He then wrote him a letter saying that if he didn't hear back from his nephew he would consider it acceptance of the offer. The nephew did not reply to the letter though he did have intention to sell his uncle the horse, and he told the Defendant Mr Bindley not to sell the horse at the auctions he ran. However, the horse was mistakenly sold to someone else. Paul Felthouse sued Mr Bindley in the tort of conversion and needed to show that he had a valid contract with his nephew so that the horse was his property. Bindley's Defence said that there was no valid contract as Felthouse's nephew had not responded to his offer. The Court held that there was no contract between Felthouse and his nephew because though there had been an offer and intention, there had been no acceptance of the offer as silence cannot amount to an acceptance.

1. Was Paul Felthouse John Felthouse's nephew? NO ✔
2. Did John Felthouse respond to Paul Felthouse's letter? NO ✔
3. Did John Felthouse intend to sell his horse to Paul Felthouse? YES ✔
4. Was Mr Bindley the Defendant in the case? YES ✔
5. Was there a valid contract between Paul and John Felthouse? NO ✔
6. Can silence be considered a form of acceptance? NO ✔

Complete the text by dragging down the missing words.

Usually a contract is in the form of a formal written document, but the form of communication used to create an [enforceable] ✔ contract is technically irrelevant as long as there are there are the prerequisites of intention, offer, acceptance and consideration. Contracts can be created in phone and Skype calls, face-to-face [conversations] ✔ , emails, text messages and telegrams. Not only do contracts not have to be written, they do not even have to be spoken. Contracts are known to have been [created] ✔ with Morse code and flag semaphore and even with just a nod of the head. However, statute law can make provisions for the type of contact required, which is usually that the [agreement] ✔ is in written form and that it is signed by one or both of the parties. For example, transfers of land have to be in [writing] ✔ and signed by both parties, guarantees must be signed by the guarantor and assignments of exclusive licences and [intellectual] ✔ property must be signed by the owner.

Complete the text by dragging down the missing words.

Creating a Recital Clause

There are a number of things to consider when creating a recital clause. The language used should be clear and precise ✔ . Avoid using slang or very general expressions as it may cause confusion. The recital should be written in traditional paragraphs and in complete sentences ✔ . The recital should not contain bullet points. The traditional way of writing ✔ a recital is a continuous sentence with several clauses ending with the word "whereas" followed by a semicolon. However, the more modern format may consist of a list of numbered sentences. Recitals are not enforceable ✔ (though they are useful when determining the intent of the parties), so it is important that any covenants, warranties, conditions, obligations ✔ and any key terms relevant to the agreement are contained in the operative ✔ part of the contract, rather than the recital.

Read the text and indicate true and false statements.

Usually the same physical document is signed by all parties to a contract. Signing in counterparts is when the parties to a contract sign separate physical copies of it. This method is often used when documents are signed electronically and has logistical advantages when dealing with complex cross-border contracts. It is useful because all parties can sign the documents in advance and then release them simultaneously. However, these contracts should have a counterparts clause to prevent another party from claiming that an agreement is not binding. Due to the lack of a counterpart clause, one party could claim that they did not know that they were entering into a binding contract when they sent an agreement not signed by the other parties.

Signing in counterparts...

1. is when the same physical document is signed by all parties. False ✔

2. is useful for international contracts. True ✔

3. is not recognised as a valid contract. False ✔

4. means signed contracts can be sent at the same time. True ✔

5. should only be done if there is a clause pertaining to in the contract. True ✔

Complete the text by dragging down the missing words.

What steps should a party take if they are responsible for breaching a contract?

Firstly the breaching party should re-read the section in the contract that relates to what the parties can do in the event ✔ of a breach. There may be a clause in the contract which states that the agreement is terminated and that the parties cannot resolve ✔ it at this stage. Or it may specify a certain time frame in which the issue can be fixed before the non-breaching party can file a lawsuit.
If the party is no longer able to fix the breach, they should discuss the matter ✔ with the non-breaching party to show good faith. A court may look favourably upon this action if the issue turns into a lawsuit. However, is it preferable ✔ that the parties find a way to resolve the breach without the intervention of a Court. The breaching party should then attempt to find an alternative method of fulfilling the requirements ✔ of the contract. It is beneficial to show the Court that the breaching party attempted to work cooperatively before legal action was resorted to. Following these steps can mean that legal action is avoided ✔ or it may help the Court resolve the case faster.

Match the beginnings of the sentences with their correct endings.

1. Acceptance occurs when you give unequivocal consent to the terms and conditions of an offer. ✔

2. Unequivocable consent means the terms of the offer are not changed. ✔

3. Breach of contract is when a promise in a contract is broken without lawful excuse. ✔

4. Compensatory damages is a remedy available to the innocent party. ✔

5. *Force majeure* covers unforeseeable events outside the control of the parties. ✔

Complete the text by dragging down the missing words.

Historically, a third party cannot ✔ be party to a contract, but the Contracts (Rights of Third Parties) Act UK 1999 introduced some measure of reform. It provides ✔ that when a contract is made to benefit an individual who is not a party to the contract, there may be a right for that person to bring a claim for damages ✔ or to enforce the contract if the contract expressly provides this right to the third party. This means that the person seeking to enforce ✔ the contract may do so unless the parties to the contract intended ✔ otherwise. Provisions in the statute also allow for the Act to be expressly excluded in the Contract, which would mean the third party would have no rights ✔ under the Act.

UNIT 3

Employers have both common law and statutory liability. Employer's liability covers the employer's personal duty for the physical safety of their employees. Employers will also have vicarious liability. Vicarious liability covers the employer's liability for acts done by their employees to a third party. Vicarious liability does not mean that an employee will not have personal responsibility for their actions but usually, a Claimant will bring legal action against the employer who will normally have deeper pockets than their employees and an insurance policy to cover acts done by their employees.

To succeed in an action in torts a Claimant needs to prove that the Defendant owed them a duty of care, that they breached that duty and that the breach caused the Claimant to suffer damage or loss. The Claimant also will also need to prove that the damage was reasonably foreseeable and not too remote. Donoghue v Stevenson set up the neighbour principle and introduced liability on the part of manufacturers' and other parties who were not parties to a contract. The Courts apply the reasonable man test to see whether the defendant acted reasonably in the circumstances.

Sometimes, damages are not an adequate remedy, for example in the case of a continuing nuisance. The Claimant may therefore ask the Court for an injunction to stop or prevent the Defendant from continuing with the nuisance. For example, an injunction would be a useful remedy to prevent a neighbour from storing dangerous chemicals on their property or preventing a neighbour from playing loud music in the early hours of the night. On the other hand, injunctions forcing a neighbour to cut overhanging branches over a dividing fence or keep water drains free of debris are examples of mandatory injunctions.

An insured is bound by a duty of utmost good faith and must disclose all material facts, even if these facts may be adverse to their interest. An insurance company may refuse to provide insurance cover if the risk is too high or may provide insurance at a higher premium. For example, if a person has suffered a heart attack, they will need to disclose this fact if they are applying for a life insurance policy. Where there has been non-disclosure, the Court may declare the insurance *void ab initio*.

You must take reasonable care to avoid acts or omissions which you can reasonably foresee would be likely to injure your neighbour. Who, then, in law is my neighbour? The answer seems to be persons who are so closely and directly affected by my act that I ought reasonably to have them in my contemplation as being so affected when I am directing my mind to the acts or omissions which are called in question.

LESSON 1: TORTS OF NEGLIGENCE

Match the words with their definitions.

1. Duty of care — The obligation to avoid doing harm to other people. ✔
2. Neighbour principle — When duty of care extends beyond a contractual relationship. ✔
3. Reasonable man test — A measure of what the defendant should have done. ✔
4. But-for test — A measure of a Defendant's part in the causation of damage. ✔
5. Negligent misstatement — Inaccurate or misleading advice causing loss or damage. ✔
6. Eggshell Skull rule — The fact that the Claimant is vulnerable is no defence. ✔

Read the text and complete it with the missing words.

Negligence is the failure to act with due [care] ✔ causing harm to someone else. Harm is defined as personal injury, [damage] ✔ to property, and economic loss. For a claim in negligence, the following requirements must be [satisfied] ✔ on the balance of probabilities. Firstly that the defendant owed a duty of care to the [Claimant] ✔, that the defendant breached that duty of care. The defendant's [breach] ✔ of the duty of care must be shown to have caused damage or harm to the Claimant and the harm caused was not too [remote] ✔.

LESSON 2. OTHER TYPES OF TORTS

Match the words with their definitions.

1. Torts of Trespass — The oldest torts, relating to the person, land or goods. ✔
2. Battery — The use of intentional force against a person. ✔
3. Contact to a third person — Harming a different person to the one intended. ✔
4. Contractual Licence — Defence to Trespass of Land for payment of tickets to enter. ✔
5. Occupiers liability — Duty owed to visitors to a premises. ✔
6. Remedies for Trespass — Damages, injunction or a declaration of rights. ✔

Read the text and complete it with the missing words.

Occupiers' liability is the duty ✔ owed to those who come onto someone's property, usually with consent ✔ of the occupier. If permission given to visitors is withdrawn ✔ the visitor becomes a trespasser. Though this liability is based in negligence, regulation has also been passed into two statutes, the Occupiers Liability Act 1957 which places an obligation ✔ on occupiers with regard to 'lawful visitors' and the Occupiers Liability Act 1984 which relates to persons other than visitors ✔ . Different levels of protection ✔ are applicable under the two pieces of legislation with a higher level of protection being given to lawful visitors.

LESSON 3. DEFENCES, LIMITATIONS AND REMEDIES

Damages in tort claims

If the Claimant manages to establish all required elements of a tort, they are entitled to recover damages from the Defendant for the wrong ✔ committed against them. Damages in tort are usually compensatory and are meant to put the claimant in the position they would be if the tort had not been committed ✔ . The types of damages vary depending on the nature of the loss and other specific, circumstances. General damages compensate ✔ the Claimant for the non-pecuniary aspects of the harm suffered, while special damages compensate the Claimant for quantifiable financial losses suffered through the defendant's act or omission ✔ . Less frequently, the court may award exemplary (or punitive) damages to punish the Defendant for their conduct, and certain claims have a remedy in the form of aggravated damages which provide compensation for mental distress. Restitutionary damages are granted ✔ where the court seeks to remove any advantage had by the defendant at the claimant's expense. The quantum of damages awarded are reduced in certain ✔ circumstances, for example where the claimant has failed to mitigate their loss or are partly at fault, which is a form of contributory negligence.

Match the words with their definitions from the information in the text in the previous question.

1. General damages — Compensation for non-pecuniary aspects. ✔
2. Special damages — Compensation for quantifiable financial loss. ✔
3. Exemplary damages — Compensation to punish the bad behavior of the Defendant. ✔
4. Aggravated damages — Compensation for mental distress. ✔
5. Restitutionary damages — Compensation to remove and advantages had by the Defendant. ✔

Lloyds of London

Britain was the birthplace of modern insurance. Due to the growing markets and huge shipping ✔ industry of the British Empire, it was in Britain that privately ✔ owned, international insurance companies first emerged ✔ , and remained leaders for most of the 19th century. It began in the mid-17th century, when Edward Lloyd opened a coffee house near the London docks. The shop became known as a place for traders ✔ to gather and discuss ships sailing in and out and what their cargoes were. Bets were placed on whether they would arrive safely or not. Through a network of informers and reporters, Edward Lloyd began publishing a newsletter ✔ with information on the activities of the ports, known as "Lloyds List". Insurers began plying their trade at the coffee shop, drawing up a contracts ✔ and signing their name underneath – hence the term "underwriter". Lloyd established his insurance business in the coffee shop in 1686, and the name Lloyds is still synonymous with insurance today.

UNIT 4: BUSINESS STRUCTURES

LESSON 1: SOLE TRADERS

Complete the text with the words.

I'm a sole trader in the UK and I really recommend it. Sole traders are people who own their businesses exclusively ✔ and are self-employed. I'm a very independent type of person and I don't like the idea answering to a boss or having to agree things with partners. About 3.5 million businesses in the UK out of nearly six million are sole traders like me. You have to register ✔ with HMRC online so you can make income tax payments, but that's all. There is some financial risk as when you set up your business you may go into debt ✔ , and if the business isn't successful you will be personally liable, so make sure you have a good business plan. You can still employ people, but you have to pay their taxes and National Insurance contributions. Your own income tax and National Insurance is based on your profits, and if your turnover ✔ is more than £85,000 you have to register for VAT. If your business grows you may want to incorporate into your own limited company to protect your personal assets. It's very important to keep detailed financial records. Not just all your sales but also proof ✔ of your expenses so you can offset them against your taxes. Try to put away saving for taxes every month, in the first few years you will have to pay a surprising amount of tax as you need to pay tax in advance on estimated ✔ earnings.

Are these aspects of being a sole trader an advantage (A) or disadvantage (D)?

1. All revenue is kept by the sole trader and not shared. A ✔
2. A successful business will mean a high tax liability. D ✔
3. The decision–making process involves only one person. A ✔
4. Business affairs are confidential. A ✔
5. The sole trader has unlimited liability. D ✔
6. Banks will not generally lend money without security over personal assets. D ✔
7. There are trade groups that can share business information. A ✔
8. There is a responsibility to pay VAT and pay-roll as well as income tax. D ✔

LESSON 2. PARTNERSHIPS

Match the words with their definitions.

- The ending of a partnership — Dissolution ✔
- A partner being forced to leave a partnership — Expulsion ✔
- Acronym for Alternative Dispute Resolution — ADR ✔
- An equal number of votes at a meeting — Deadlock ✔
- Where partners are liable separately and jointly — Joint and Several ✔
- The information about a company printed on stationery — Letterhead ✔

Complete the text.

• basis – business • defined • form • property • separately

When two or more people start a business together with a view to making a profit, they create a partnership. The partnership has to have a commercial basis and be acting as a trade, profession or occupation as defined by the Partnership Act 1890. A standard partnership is unable to hold land and property in its name and is not a separate entity from its owners. Each individual is taxed separately because the partnership is fiscally 'transparent'. Charities and not-for-profit agencies are unable to form partnerships.

LESSON 3. LIMITED LIABILITY PARTNERSHIPS (LLPS)

Answer the questions.

1. A clause in the Joint Venture Agreement that allows for parties to negotiate the price to buy out the other's share in a Joint Venture.
Buy-Sell Clause

2. The fear a party has in a Joint Venture when it gives the other party their business secrets or access to their markets.
Trojan Horse Problem

3. When in an LLP Joint Venture the parties cannot come to a majority decision because they own 50% each.
Deadlock

4. The accountants and lawyers required to assist in the setting up of a Joint Venture.br> Professional Advisors

5. A clause in the Joint Venture Agreement in which if a party's offer to sell their share of the Joint Venture is rejected by the other party, they are obliged to purchase the other party's share at the same price.
russian roulette claus

6. What the parties share in capital intensive Joint Venture projects.
Shared investment

7. A type of Joint Venture where a company's ownership is joined with another.
full-scale worldwide n

8. When a company's debts exceeds its assets. A reason for dissolution in a termination clause of a Joint Venture.
Insolvency

9. The Partnership continues until it is dissolved.
Perpetual Existence

UNIT 5: COMPANY LAW

LESSON 2: DIRECTORS

Match the words with their definitions.

- When shareholders bring an action against the company — Derivative action ✔
- Acting outside legal powers — Ultra vires ✔
- Someone in a special position of trust — Fiduciary ✔
- A contract is set aside and treated as void *ab initio* — Recission ✔
- Giving or receiving any item of value to influence — Bribery ✔
- Returning of property — Restitution ✔

Check

Complete the text.

• annual • follow • manage • prosecuted • remain • submit

A Director of a Limited Company is required to follow the rules of the Company shown in its Articles of Association. They have to ensure that Company records are kept and any changes are reported. On an annual basis, they must file Company accounts with Companies House, submit a Company Tax Return, pay Corporation Tax, PAYE Tax and National Insurance. They must inform any Shareholders of company transactions that they might benefit from personally. A Director can employ people to manage their day-to-day duties, but they remain legally responsible for the records, performance and accounts of the Company. If these responsibilities are not met, a Director can be fined, prosecuted or disqualified.

LESSON 3. SHAREHOLDERS

Read the text and drag the type of share to the correct position in the text.

Types of Shares

Small companies tend to issue ordinary shares, and if a private company on has one shareholder, the simplest action is to award a single £1 share. But larger companies, particularly PLCs, offer a variety of different types of shares.

Ordinary shares ✔ are the most common type. Ordinary shareholders have full rights to dividends, can vote at meetings with one vote per share and have equal rights to a company's assets if the organisation is wound up or sold.

Non-voting ordinary shares ✔ have no voting rights or the right to attend general meetings. These shares are often given to employees in addition to their salary as they have tax benefits.

Preference shares ✔ mean that the owner receives a fixed amount of dividend every year and it is received before ordinary shareholders receive dividends. The dividend is usually a percentage of the nominal value (the value of the shares when they were issued). They also have priority to be paid from capital should the company be wound up.

Redeemable shares ✔ mean that the company will buy them back either at a fixed date future date or at the Directors' discretion. These are usually non-voting shares given to employees who can redeem them at nominal value when they leave the company.

Match the words with the explanations of features of shares and shareholders.

- An original shareholder in a company — Subscriber ✔
- Profits distributed by a company to its shareholders — Dividends ✔
- Another name for shareholder — Member ✔
- When a shares are bought and sold — Transfer ✔
- The Companies Act which regulates shareholders' rights — CA (2006) ✔
- A person who has set up a company — Promoter ✔

LESSON 4. CORPORATE INSOLVENCY

Read the text and complete it with the missing words.

Restructuring and Insolvency Lawyers

Restructuring and insolvency lawyers act for individuals or companies in [financial] ✔ difficulty or their creditors. They either litigate on their client's behalf or work with professionals such as liquidators and accountants. Restructuring is the [process] ✔ of negotiating with creditors on behalf of a company to manage repayment of debts in an attempt to avoid insolvency. For Insolvency, lawyers represent either debtors or [creditors] ✔ , at all stages of the process, including negotiating company voluntary arrangements, and administration and receivership. They also work at the liquidation stage, where assets are used to pay off the [outstanding] ✔ debts owed. Having an extensive knowledge of business and finance is required to practice in this area of law. As it covers a number of areas such as banking, commercial and litigation, it is very [demanding] ✔ . It requires strong negotiating skills and the ability to make quick judgement calls. Excellent persuasive and [communication] ✔ skills are needed to negotiate with debtors or creditors.

UNIT 6: CRIMINAL LAW

The Crown Prosecution Service

The Crown Prosecution Service (CPS) prosecutes [criminal] ✔ cases investigated by the police and the National Crime Agency. It is [independent] ✔ , and makes it decisions exclusive to government, the Police and the Courts. The CPS decides whether to prosecute cases, and [determines] ✔ what the charges will be, in accordance with the Code for Crown Prosecutors. The prosecutors need to be [satisfied] ✔ there is enough evidence to get a conviction, and that it is the public interest. The CPS advises the police in early parts of investigations. It [employs] ✔ solicitors and barristers who prepare cases and present them in court. It gives support and assistance to prosecution [witnesses] ✔ and victims.

Complete the text by dragging the words into the correct position.

Summary, Either-Way or Indictable Offences

Criminal cases start in a Magistrates' court and are [heard] ✔ by either two or three Magistrates or a District Judge, and not a jury. The Magistrates' Court handles **summary offences** which are less serious cases such as [driving] ✔ offences, minor criminal damage and assault with little or no injury. It also deals with **either-way offences** that can be heard in either a Magistrates' Court or a Crown Court. These are more serious offences such as drugs offences or [burglary] ✔ . They can be heard in a magistrates' court or go to the Crown Court. If the case involves a small [amount] ✔ of money or is not connected to other crimes, it will normally stay in the Magistrates' Court. If it is more serious, they will send it to the Crown Court. As Magistrates' Courts have limited sentencing [powers] ✔ (up to 6 months in prison, a fine and/or community service), they may commit an either-way case they have judged to a Crown Court for sentencing. Cases that are always passed to the Crown Court are called **indictable offences** because they need to be heard before a jury. They include murder, [manslaughter] ✔ , rape and robbery.

UNIT 7: PROPERTY LAW

- Personal property that is moveable — chattel ✔
- A right to cross or use someone else's land for a specified purpose — easement ✔
- Physical property that is permanently attached to real property — fixture ✔
- Rights not connected to the land but enforceable against an individual — in personam ✔
- Rights connected to the land — in rem ✔
- The right of a landowner to use and enjoy the land — proprietary rights ✔

The different types of property ownership

There are three types of property ownership in the UK, which are freehold, leasehold and commonhold. Owning the freehold of a property means you own the building itself in perpetuity, including the land on which it stands. The owner is named on the land registry as the freeholder, and owns the 'title absolute'. Freehold properties are generally houses rather than flats and freeholders are responsible for the costs of maintaining the whole building. A leasehold means leasing the property from a freeholder, often referred to as a landlord. A leaseholder does not own the land outright. The leaseholder has a contract with the freeholder, which specifies the legal rights and responsibilities of both parties. Usually leases are between 90 and 120 years, but may be as long as 999 years, though this is uncommon. When the lease expires, the property reverts back to the freeholder, unless the lease is extended. A leaseholder can sell their lease of the property, and the price they sell it for will depend on how many years remain on the lease. Commonhold is an alternative to long-term leasehold. It was introduced by the Commonhold and Leasehold Reform Act (2002) and is similar to condominium systems in other countries. Property owners, usually of flats, form a commonhold association, which owns the land, building and common areas and is responsible for the management of these areas. Owners are responsible for their individual flats or houses like a leasehold, but there is no time limit for ownership of the property. As of 2019 there were only 20 commonhold properties in the UK.

What's the difference between a Deed and a Contract?

A deed is a written binding promise to do something that is usually enforceable despite a lack of consideration. A deed does not require payment. So commercial exchange is the fundamental difference between a deed and a contract. At common law, for an instrument to be a deed, the deed must be in writing, contain the word Deed, a personal seal must be on the document; and it must be delivered to the counter party. This is where the expression "signed, sealed and delivered" comes from. Contracts do not have to be in writing. There is also a difference in timing. Deeds generally allow a longer limitation period to make a claim under the instrument. A deed usually has a limitation period of twelve years, whereas for a contract it is normally six years.

A Deed	A Contract
does not require consideration to be enforceable ✔	requires consideration to be enforceable ✔
needs to be in writing ✔	does not need to be in writing ✔
has a limitation period of 12 years ✔	has a limitation period of 6 years ✔

Read the text on rental deposits and select the correct word(s) in each of the following sentences.

Most residential leases include a *clause* ✔ / *law* which requires the tenant to pay a security deposit to cover any *damages* ✔ / *costs* done to the property over the term of the lease. Under the provisions of the UK Housing Act (2004) every landlord must place the deposit in an authorised tenancy deposit scheme. When tenants are *leaving* ✔ / *entering* a property they must have the deposit returned within a 30-day period. If it is not reimbursed in this time frame, then they are *entitled to* ✔ / *denied* the whole sum, regardless of the damage done. The Landlord must *decide* / *prove* ✔ that they are using any amount money withheld to repair the damage allegedly caused. The tenant has the right to *offer* / *dispute* ✔ the figure which will be decided by TDA (Tenant Deposit Scheme) officiates.

The difference between a commercial and residential leases

Though the underlying principle is the same - the exchange of ✖ ***[property]*** use for rent - there are several differences. Firstly, there is less statutory protection in ✖ ***[place]*** for commercial property tenants. It is understood that ✖ ***[someone]*** taking on a commercial property lease, would be more knowledgeable about running a ✖ ***[business]*** and be more able to understand the responsibility than a person who is renting a house. There is also more ✖ ***[room]*** for negotiation in a commercial lease, as both parties are typically considered knowledgeable of business practices, and the process of bargaining is ✖ ***[clearly]*** understood.

UNIT 8: INTELLECTUAL PROPERTY

Applying for patents internationally

A patent issued by the UK IPO is only valid in the UK. There is no patent that is valid around the world ✔ and patents need to be issued in every country that is required. However, patents that cover multiple nations do exist, such as the European Patent Convention (EPC) which means a patent can be applied ✔ for in the 38 European countries. The closest thing to a 'world' patent is an International Patent with the Patent Cooperation Treaty (PTC). The PTC covers 153 countries ✔ . One application is made ✔ for a PTC application, but the process proceeds in each of the individual countries and 4 million applications have been processed since the convention began ✔ in 1974. Filing an initial application with the PTC costs around €5,000, but there are further ✔ fees for each country the patent is granted in and applications in just a few industrialized counties could cost ten times this much.

Applying for a patent in the UK

The process for filing a patent in the UK takes about four years, though if the invention is not complex it can take a minimum of eighteen months to receive. Firstly, an application needs to be made to the UK Intellectual Property Office (IPO) to obtain a filing date. This protects from others filing a later similar application. Within a year of the filing date, a more detailed application is submitted containing a description of the invention and payment of a search fee. The IPO will then search documents and publications for similar inventions and provide the inventor with a search report on what other similar inventions there are around the world. The application is automatically published for public viewing 18 months after it is filed. Within six months of publication the inventor must request examination, where the IPO may say that the invention is not new or obvious. The inventor can respond by making changes or discussing the case with the IPO. If the IPO does agree the invention is new and original the patent will be granted. This is announced in the IPO Official Journal and a certificate is issued.

1. The least time it takes receive a patent in the UK is year ✖ *[eighteen]* months.
2. The application should be made to the UK ✖ *[IPO]* .
3. Another more detailed application should be submitted before a ✖ *[year]* has passed.
4. At this time the applicant also pays a search ✖ *[fee]* .
5. Similar inventions around the world are researched and the applicant is given a search ✖ *[report]* .
6. The application is then ✖ *[published]* so that anyone can see it.
7. The patent will be granted if it is considered ✖ *[new]* and original.
8. The recipient of the patent will be given a ✖ *[certificate]* .

UNIT 9: ADR and LITIGATION

Drag the negotiating styles to match them with their disadvantages.

competing ✔	A hostile approach is likely to jeopardize any future relationship between the parties.
accommodating ✖	Attempting to find a good outcome for both parties may jeopardize your own client's position.
compromising ✖	Wasting time may mean having to make quick concessions to end the discussions.
avoiding ✖	You may leave a client feeling dissatisfied and exploited.
collaborating ✖	You might grant too many concessions too quickly to the other party.

Determining a client's BATNA

This process was developed by Harvard Law School to determine a client's BATNA (best alternative to a negotiated agreement). First, list all the alternative [actions] that could be taken if an agreement cannot be negotiated. Next, calculate the value of each alternative – how much is each worth to your client? Then choose the alternative which has highest value (this is your client's BATNA). After determining the BATNA decide on the [lowest] alternative value that your client would be willing to accept (WATNA worst alternative to a negotiated agreement). The BATNA is not the negotiation of options within the context of an agreement, but evaluating alternatives should there be no agreement [reached]. That is, a no deal situation. For example, your client (A) has entered negotiations to sell a property to (B) for £200,000. B is still [considering] the offer and will probably come back with a lower counter-offer. Another party (C) is willing to buy the property for £150,000, and another party (D) is willing to pay £100,000. If you and your client fail to negotiate an agreement with B, your client's BATNA is £150,000 and their WATNA is £100,000. Therefore, any counter-offer from B that is [above] £150,000 is higher than the BATNA. If your client's BATNA is very weak, it is inadvisable to reveal it to the other party, though it may be a [useful] negotiating tool if it is strong.

What does an Arbitration Clause contain?

Arbitration clauses are usually binding, which means the parties have to follow the Arbitrator's decision. A typical binding Arbitration Clause would contain language ✔ such as, "*The parties to this contract hereby agree to resolve legal* disputes ✔ *through arbitration rather than through the civil courts*". The clause should then contain the names of the parties affected, when the clause goes into effect ✔ , when or if it will terminate and whether the clause can be modified in the future. It should state any consequences of breaching the clause, and the steps to be taken to initiate the Arbitration process. As the parties forfeit ✔ their right to settle disputes by filing a lawsuit, this is how the clause can be breached and a judge will direct the parties to Arbitration if the clause is found to be valid ✔ . The clause may also contain an agreement that contract rights will be extinguished if one of the parties attempts to sue ✔ the other party. If the clause states that Arbitration is non-binding, if either party disagrees with the Arbitrator's award the dispute can be taken to court.

The Courts of Arbitration for Sport (CAS)

Other major reforms to the CAS include the creation of two arbitration divisions, namely the Ordinary Arbitration Division and Appeals Arbitration Division. A Code of Sports-related Arbitration came in force on 22 November 1994, which was revised on 1 January 2004. In 2000, a Romanian gymnast, Andreea Raducan, who was stripped of one of her gold medals won at the Sydney Olympic games, filed an appeal in the Swiss Federal Tribunal against a CAS award. The athlete challenged the independence of the CAS, but the Swiss Federal Tribunal did not make a finding on this point, and dismissed the appeal on other grounds. The independence of CAS has been affirmed in subsequent cases and enjoys widespread recognition amongst the sporting community, worldwide.

1. Appeals to CAS awards go to the Appeals [ ] ✖ *[Arbitration]* Division.
2. The Code of Sports-Related Arbitration was revised in [ ] ✖ *[2004]* .
3. Andreea Raducan won gold medals in gymnastics at the [ ] ✖ *[Sydney]* Olympic games.
4. The Swiss Tribunal [ ] ✖ *[dismissed]* the appeal against a CAS award to strip her of her medals.
5. Subsequent cases have [ ] ✖ *[affirmed]* the independence of CAS.

Witness statements

If a party wants to call a witness in their case to give [oral] ✔ evidence, it must be disclosed to the court and the other party in writing. This can be very useful as what is said in this written witness statement can affect the other party's [willingness] ✔ to continue proceedings and they may ask to [settle] ✔ . The witness statement will list the facts that the witness will testify in Court and the statement needs to be [signed] ✔ by the witness. This needs to occur several weeks before the trial, and the court advises the parties when the statements need to be submitted. A witness may be [cross-examined] ✔ in Court by the other party's lawyer. In the UK, a witness cannot give a deposition, which is a sworn out-of-court [testimony] ✔ , as they can in the US Courts.

Expert evidence

The [Court] ✔ needs to give permission for expert witnesses to give testimony. An expert witness needs to be independent and has overriding duty to the Court, and not to the [party] ✔ presenting the witness. There can be more than one expert witness called upon if there are multiple areas of [expertise] ✔ to be addressed. The expert witness may be called upon to testify in court, though the court has [strict] ✔ rules about the content and format of the report an expert witness can give. The testimony of an expert must be able to [provide] ✔ the court with information which is likely to be outside a judges or a jury's knowledge and [experience] ✔ . It must also be evidence which assists the court in forming its opinions.