



UNIVERSITY of CAMBRIDGE  
ESOL Examinations

Experts in Language Assessment

# International Legal English Certificate

## Past Examination Paper Writing

May 2007

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Candidate Name \_\_\_\_\_

Centre Number	Candidate Number

**UNIVERSITY OF CAMBRIDGE ESOL EXAMINATIONS**

**English for Speakers of Other Languages**

**INTERNATIONAL LEGAL ENGLISH CERTIFICATE **D015/2****

Test of Writing

Saturday **12 MAY 2007** Morning 1 hour 15 minutes

Candidates answer on the question paper.  
No additional materials are required.

**TIME** 1 hour 15 minutes

**INSTRUCTIONS TO CANDIDATES**

Do not open this question paper until you are told to do so.

Write your name, Centre number and candidate number in the spaces at the top of this page.

Read the instructions carefully.

Answer the Part 1 question and the Part 2 question.

Write your answers in the spaces provided on the question paper.

Write clearly in **pen**, not pencil. You may make alterations, but make sure your work is easy to read.

**INFORMATION FOR CANDIDATES**

Part 1 carries 40% of the total marks available and Part 2 carries 60% of the total marks available.

FOR EXAMINER'S USE	
<b>Part 1</b>	
<b>Part 2</b>	

## Part 1

### Question 1

You **must** answer this question.

For the past six years your client, United Wheat Shippers, has signed annual agreements with the National Farmers' Association of Canada to purchase all the wheat planted each year by the Association's farmers at a fixed price.

Now the President of the National Farmers' Association, William LeFleur, has sent a letter to your client.

Read Mr LeFleur's letter, on which you have made some notes. Then **using all the information in the notes**, write a letter to Mr LeFleur on behalf of your client, United Wheat Shippers.

As you are aware, the price of wheat has suddenly doubled over the past month. This puts the Association in a very difficult position. Our contract with you states a fixed price, regardless of the market price of the wheat at harvest. However, when we signed this year's contract, we could not foresee this extreme rise in the price of wheat.

We have always valued our business relationship over the years and that business relationship has been profitable on both sides. However, the current agreement will cause extreme financial difficulties for us and so we ask United Wheat Shippers to release us from this agreement and re-negotiate the deal based on current conditions.

Yours sincerely

**William LeFleur**

William LeFleur  
President  
National Farmers' Association

Confirm this is correct

Neither could we!

Agreement is binding

Not always - explain

No - make proposal for next year

Write a **letter** of between **120** and **180** words in an appropriate style on the opposite page. Do not write any postal addresses.

## Part 2

### Question 2

You **must** answer this question.

Your law firm is planning a staff training seminar on the law relating to Mergers and Acquisitions. The partner in charge of the seminar has asked you to help him prepare the material for the seminar.

Write a **memorandum** to the partner. Your memorandum should:

- outline reasons why companies may want to merge
- consider the implications for employees
- explain the issues regarding supplier contracts
- mention relevant legislation in your country.

Write your answer in **200 – 250** words in an appropriate style on the opposite page.

## ASSESSMENT OF WRITING

Trained examiners award a mark to each piece of writing using two mark schemes – the General Mark Scheme and the Task-specific Mark Scheme. The General Mark Scheme summarises performance with reference to **content, organisation and cohesion, range and accuracy of vocabulary, range and accuracy of grammatical structures** and **effect on the target reader** across six bands. The Task-specific Mark Scheme focuses on criteria specific to each task.

The band scores awarded are translated to a mark out of 20 for Part 1 and a mark out of 30 for Part 2. A total of 50 marks is available for Writing. The General Mark Scheme is interpreted at Council of Europe Levels B2 and C1. A summary of the General Mark Scheme is reproduced below. Examiners work with a more detailed version, which is subject to regular updating. Band 5 and 6 represent adequate and good performance at C1 while bands 3 and 4 represent adequate and good performance at B2. Band 2 and below represent an inadequate performance on the ILEC Test of Writing.

Band	ILEC General Mark Scheme	
6	The task set is fully realised and the ideas are relevant and well developed. Ideas are logically organised and a wide range of vocabulary and complex structures is used effectively. Register is consistently appropriate. There would be a very positive effect on the target reader.	
5	There is good realisation of the task set and the main ideas are relevant and developed. Ideas are logically organised and a good range of vocabulary and structures is used accurately. Register is, on the whole, appropriate. There would be a positive effect on the target reader.	
4	There is reasonable realisation of the task set and the main ideas are relevant with some development. Ideas are generally logically organised and a reasonable range of vocabulary is used. There may, however, be some non-impeding errors in spelling and/or word formation. Register is reasonably appropriate. Simple and complex structures are used but flexibility may be limited. It would achieve the desired effect on the target reader.	
3	There is an adequate realisation of the task set and the main ideas are relevant but some may lack clarity. Ideas are generally logically organised and an adequate range of vocabulary is used but word choice may lack precision in places. There is an adequate range of structures used although errors in grammar occur and may cause difficulty for the reader. Register may be inconsistent / inappropriate. It would, on the whole, achieve the desired effect on the target reader.	
2	The task is not adequately addressed and, while there is evidence of organisation, it is not wholly logical. The range of vocabulary is limited but minimally adequate for the task. The range of structures is limited and at times repetitive. Register is often inconsistent / inappropriate. There would be a negative effect on the target reader.	
1	The attempt at the task is poor and ideas are not organised coherently. The range of vocabulary is inadequate for or unrelated to the task and the range of structures is very limited. Register is inappropriate for the task. There would be a very negative effect on the target reader.	
0	The attempt achieves nothing and there is too little language for assessment or it is totally irrelevant or totally illegible.	

## Writing Sample Scripts

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### Part 1

#### Script A

Dear Mr. LeFleur,  
regarding to the letter you sent to our client 'UnitWheat Shippers, I like to answer your question for releasing the current agreement and negotiate a new agreement based on current conditions.

First of all I confirm that your contract with our client states a fixed price of wheat. Neither you nor our client could foresee, that the price for wheat doubled in only one month.

The relationship between you and our client has for the most time been profitable for both of you, but you have to take into consideration, that there have always been situations for our client, where he would have had the possibility to buy cheaper wheat from another seller, if there would not have been the binding contract to your association. However, the agreement between you both is still void and binding. Currently our client do not want to re-negotiate the deal. Sure he wants to negotiate the agreement next year on next year's conditions. We are looking forward to your answer.

Yours sincerely

#### Script A

This is a reasonable realisation of the task set. All the main ideas are included and most are developed adequately although the development of ideas in the final paragraph is limited. There is evidence of organisation with logical paragraphing and adequate use of cohesive devices. Vocabulary range is reasonable, although there are occasional errors. Errors in grammar occur in verb tenses and prepositions, particularly in the first paragraph, but these are non-impeding.

**Band 4**

#### Script B

Dear Mr Lefleur

Your letter regarding the current agreement on the purchase of wheat has been submitted to me by my client, United Wheat Shippers. Please, let me make on behalf of my client the following statement:

I confirmed the Agreement on the purchase of wheat stipulates a fixed charge for its annually purchase. However, I refuse your argumentation concerning that you could not foresee the future extreme rise in the price of wheat because neither could my client because the consumers interest in wheat is simply unforeseeable.

In connection herewith I have to state the agreement has not always been profitable for my client from the reason that the price of wheat changes each year, therefore such agreement is sometimes more profitable for one party and the other year for the

other party. However my client has never made objections during the six years of this agreement. Therefore the agreement is binding and my client is not interested in changing the current conditions.

However, we are prepared to negotiate for next year regarding prices. I propose therefore to settle a meeting to discuss the above mentioned. Please, kindly tell me the dates, when you will be available for such meeting.

Kind regards

**Script B**

This is a good realisation of the task set with the main ideas developed well and organised into clear and logical paragraphs. A good range of cohesive devices is used appropriately and there is a wide range of vocabulary, although there are occasional errors. The register is consistently formal. The range of complex structures is good but, although the answer is generally accurate, errors occur when the more complex language is attempted.

**Band 5**

**Script C**

Dear Mr. LeFleur

I am writing to you on behalf of my client, United Wheat shippers, in response to your letter of may 15. You are asking my client to change the current condition of the agreement, regarding the price of the wheat. As you know, and as you tell in your letter, the contract states a fixed price for the wheat. Nobody could foresee the sudden and extreme rise in the price of wheat and this is the reason for which it is impossible to change the written statement. During these six years, the contract was not always profitable for us E.G. We had some damages last year because of the snow and the trinsport prices. You ask my client to change the agreement condition. In my mind, this is impossible during this year: the agreement must be observed. Anyway, I'm waiting a proposal from you for next year.

I look forward to hearing from you again.

Yours sincerely

**Script C**

This is an adequate attempt at the task with all the main ideas included with some development, although the final paragraph lacks clarity. There is some use of cohesive devices, but the answer has no clear paragraphs. The vocabulary range is adequate, but with some inappropriate word choice and the register is at times inappropriate. A reasonable range of structures is used with some errors which do not impede.

**Band 3**

## Part 2

### Script D

FROM: Anna  
TO: Robert  
SUBJECT: Staff training seminar on M&A

As you have requested, I am supplying you with a draft regarding the above-mentioned staff training.

Firstly, we should have a look at why companies may want to merge. When dealing with this point, I think it will be helpful to distinguish between horizontal mergers, i.e. between companies in the same industry, e.g. suppliers, and vertical mergers, i.e. between companies operating in different industries, e.g. production and sales. Such a distinction will make one of the main reasons for mergers absolutely clear to our staff: economies of scale. These lead to a reduction in cost while the company gains a bigger market share.

Secondly, I would suggest that we also take into consideration how M&A may affect employees. On the one hand, there is the risk of redundancies. On the other hand, however, a merger in particular if it is a cross-border merger, may provide better chances of promotion.

Thirdly, I feel that we should not forget the issues regarding supplier contracts. After a merger the then bigger company is usually very successful at binding first-tier suppliers in long-term contracts, which in itself often results in lower purchasing prices. Finally, what do you think of mentioning relevant legislation in Germany where lots of our firms' major clients are from. The main aspect we should have a look into is anti-trust laws. Germany seems to be very keen on avoiding monopolies and thus competition constraints being created.

So, these are my ideas. I look forward to discussing them with you on Monday. Have a good weekend.

Best wishes

#### Script D

This is a full realisation of the task in which the ideas are all relevant and well developed. The answer is logically organised with appropriate paragraphs and cohesive devices used flexibly. There is a wide range of vocabulary appropriate to the topic and a wide range of complex structures used confidently and accurately. The register is consistently appropriate for an internal memorandum and there are only occasional inaccuracies which have no impact on communication.

**Band 6**

## Script E

To: Irina Loskov , vice-hed of legal department  
From: Laura Ovchinnikov, legal advisor  
Date: 12 May 2007  
Seminar on the law relating to Mergers and Acquisitions

Further to your request for preparation of the materials for the seminar, I want to pay attention to the next aspects.

the reasons why companies my want to merge as usual are next: to get more influence on market; to become more profitabl; to make weak competitor not to exist; to consolidate efforts in doing business with merged company.

I would like to point out, that there is a practise for mergers and Acquisitions all employees of merged company should get a new workplace (all at last to be proposed for a new workplace) When planning merger or acquisition; the great ammount of attention should be paid to the supplier contract, due diligence must be provided. Negotiating contracts, lawyers need to be attentive with all clauses, foresee all damages which can arise, to check if there are no other creditors for assets, subjects of the contract. In light of above mentioned, during the seminar these aspects should be discussed by our stuffs regarding to relevant legislation, detailed analize of all merger procedure can be shown by a presentation material collected by me (attached to this memorandum) with all necessary document details to be found in (extracts from the Economic Code, Companies Law and Statues are attached).

I am wating forward to your comments and questions.

Kind regards,  
Laura Ovchinnikov  
Legal advisor

### Script E

This is an adequate realisation of the task. All the main ideas are relevant, developed quite well and organised into logical paragraphs with some use of cohesive devices. An adequate range of language is used but there are errors in word choice and some awkward phrasing. Errors in grammar occur, particularly with definite / indefinite articles, but these do not impede communication.

**Band 3**

## Script F

### Memorandum

From: Victor Hitzfeld

To: John Parks, parties of Sue & Win Ltd

Date: 2007-05-12

Ref: planned seminar on mergers and acquisitions (M&A) for staff

Dear Mr Parks:

As requested I have prepared some ideas for the upcoming seminar on M&A.

I propose to start with an overview of reasons why companies may want to merge. This will probably help the seminar participants to develop a feeling for the topic as such. The reasons elaborated could comprise questions of efficiency gains, advantages of scale, access to technology and questions of job security in times of globalisation. In my mind the consideration of implications of a merger for the employees should not be left out in this seminar.

A specific topic which should be covered as well is the issue about supplier contracts. If the seminar focuses on this issue it will help our staff to better understand the difficult legal questions we had to answer in the recent Hortoil Ltd. merger case. The problem here is, that the acquired company may need to be rebased after its acquisition because the acquiring company has no more need to rely on this contracts and performances from third side.

The resulting legal questions (under what conditions only can the acquired company be release form its contract) are definitely worth to be discussed in the seminar. In this regard particular attention could be paid to the point of view of the Competition Authorities, when the investigate a merger case. May I remind on the creative solution we are able to find when we negotiated the above mentioned merger case with the Competition Authority. Their proposal to include ongoing performance of all supplier contracts in a self obligation of the merging companies is worth to be further developped.

Finally, an overview of the relevant laws should be provided to the seminar participants. In particular the main concepts of the Austrian Cartel Act 2005 and the European merger control regulation (ECMR) should be outlined.

Regards,  
Victor Hitzfeld

### Script F

This is a good realisation of the task set. The main ideas are relevant and developed, apart from the second point in the task which, although referred to, is underdeveloped. The answer is logically organised with clear paragraphs and a range of cohesive devices is used accurately. A wide range of vocabulary appropriate to the topic is used effectively and there is a good range of structures. The answer is generally accurate although some errors occur when more complex language is attempted.

**Band 5**