

**Sentence 1: Vocabulary (1 mark)**

What do these following legal English words mean in Vietnamese?

1. Legal proceeding
2. Civil act capacity / Civil dispositive capacity
3. Employer
4. Employee

**Sentence 2: Reading comprehension (1 mark)**

**A Career in Law**

- The study of law is intellectually stimulating and challenging, and can lead to a variety of interesting careers. In the UK and the USA, law degree programmes usually take three years to complete. In the UK, these programmes typically include core subjects such as criminal law, contract law, tort law, land law, equity and trusts, administrative law and constitutional law.
- In addition, students are often required to take courses covering skills such as legal writing and legal research. There is also a variety of optional (elective) courses available. Since many law students go on to become lawyers, students often take courses that will be useful to them during their future careers. Someone wishing to run a small partnership or to work alone as a sole practitioner in a small town may decide to take subjects such as family law, employment law and housing law.

**Read the text and answer the following questions**

1. How many years do law degree programmes take to complete in the UK?
2. Someone wishing to run a small partnership may not decide to take subjects such as family law, employment law and housing law because these subjects will not be suitable. Do you think so?

### **Sentence 3: Contract law (4 marks)**

#### **Translate English into Vietnamese**

- Contract law deals with promises which create legal rights. In most legal systems:
  - A contract is formed when one party makes an offer that is accepted by the other party. Some legal systems require more, for example that the parties give each other, or promise to give each other, something of value.
  - In common-law systems, this promise is known as consideration.
  - In those systems, a one-sided promise to do something (e.g. a promise to make a gift) does not lead to the formation of an enforceable contract, as it lacks consideration.
  - When the contract is negotiated, the offer and acceptance must match each other in order for the contract to be binding.
  - This means that one party must accept exactly what the other party has offered. If the offer and acceptance do not match each other, then the law says that the second party has made a counter-offer (that is, a new offer to the first party which then may be accepted or rejected).
  - For there to be a valid contract, the parties must agree on the essential terms.
  - These include the price and the subject matter of the contract.
  - Contracts may be made in writing or by spoken words. If the parties make a contract by spoken words, it is called an oral contract. In some jurisdictions, certain special types of contracts must be in writing or they are not valid (e.g. the sale of land).
  - Contracts give both parties rights and obligations. Rights are something positive which a party wants to get from a contract (e.g. the right to payment of money).
- Obligations are something which a party has to do or give up to get those rights (e.g. the obligation to do work).
  - When a party does not do what it is required to do under a contract, that party is said to have breached the contract. The other party may file a lawsuit against the breaching party for breach of contract. The non-breaching party (sometimes called the injured party) may try to get a court to award damages for the breach. Damages refers to money which the court orders the breaching party to pay to the non-breaching party in compensation.

- Other remedies include specific performance, where a court orders the breaching party to perform the contract (that is, to do what it promised to do).
- A party may want to transfer its rights under a contract to another party. This is called an assignment.
- When a party assigns ('gives') its rights under the contract to another party,
- The assigning party is called the assignor and the party who gets the rights is called the assignee.

**Sentence 4: Translate English into Vietnamese (3 marks)**

A tort is a civil wrong that can be remedied by awarding damages (other remedies may also be available). These civil wrongs result in harm to a person or property that forms the basis of a claim by the injured party. The harm can be physical, emotional or financial. Examples of torts include medical negligence, negligent damage to private property and negligent misstatements causing financial loss.

There are many specific torts, such as trespass, assault and negligence. Business torts include fraudulent misrepresentation, interference in contractual relations and unfair business practices.

Torts fall into three general categories: Intentional torts (e.g. unfair competition), negligent torts (e.g. causing an accident by failing to obey traffic rules) and strict liability torts (e.g. liability for making and selling defective products).

Why some wrongs are dealt with by tort law (or the law of torts) and others considered criminal offences is the subject of some debate. However, there are certainly overlaps between tort law and criminal law. For example, a defendant can be liable to compensate for assault and battery in tort and also be punished for the criminal law offence of assault.

Differences between tort law and criminal law include: The parties involved (the state brings an action in crime, a private individual brings an action in tort); the standard of proof (higher in criminal law); and the outcomes (a criminal action may result in a conviction and punishment, whereas an action in tort may result in liability on the part of the defendant and damages awarded to the claimant).

The primary aims of tort law are to provide relief for the harm suffered and deter other potential tortfeasors from committing the same harms. The injured person may sue for both an injunction to stop the tortious conduct and for monetary damages.

Depending on the jurisdiction, the damages awarded will be either compensatory or punitive. Compensatory damages are intended, as far as it is possible, to put the victim in the position he or she would have been in had the tort not occurred. Punitive damages are awarded to punish a wrongdoer. As well as compensation for damage to property, damages may also be awarded for: Loss of earnings capacity, future expected losses, pain and suffering and reasonable medical expenses.

**Sentence 5: Read the text of “sentence 4” carefully and decide whether these statements are true (T) or false (F). (1 mark)**

1. Depending on the jurisdiction, the damages awarded will be neither compensatory nor punitive.
2. The civil wrongs will not result in harm to a person or property that forms the basis of a claim by the injured party.
3. Aims of tort law are not to provide relief for the harm suffered and deter other potential tortfeasors from committing the same harms.
4. Compensatory damages are not intended, as far as it is possible, to put the victim in the position he or she would have been in had the tort not occurred./.

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*Ghi chú: Cán bộ coi thi không được giải thích đề thi.*

<b>Chuẩn đầu ra của học phần (về kiến thức)</b>	<b>Nội dung kiểm tra</b>
[CLO1]: Trình bày được thuật ngữ chuyên ngành luật, hoàn thiện vốn từ vựng chuyên ngành pháp luật và pháp lý	Câu 1, Câu 5
[CLO2]: đọc và hiểu được các văn bản pháp luật, các bài báo trên tạp chí luật	Câu 2
[CLO3]: viết và dịch thuật được các loại văn bản luật / pháp lý phổ biến bằng tiếng Anh	Câu 3, Câu 4
[CLO5]: Đọc sâu và nghiên cứu tài liệu chuyên ngành Luật và Pháp lý bằng Tiếng Anh, khả năng tự học, tự nghiên cứu	Câu 5

Ngày 21 tháng 05 năm 2025  
**Trưởng bộ môn**



ThS. Nguyễn Thị Tuyết Nga