

## Anderson Law LLP training contract 2012

Anderson Law LLP

[www.andlaw.eu](http://www.andlaw.eu)



Closing date: 3 August 2012, by 5pm

### Trainee Wanted

Anderson Law LLP, a niche intellectual property and commercial law practice, is offering a training contract to start in Autumn 2012.

Anderson Law's clients are made up primarily of high-tech companies (including biotechnology, medical research and computer companies) and universities (including their technology transfer units).

We also write practitioner-based books and materials, for Oxford University Press, LexisNexis, Bloomsbury Professional Publishing and the Law Society. The topics covered have included intellectual property, technology law, transactions in biotechnology and pharmaceutical industries, contract drafting and commercial law.

The person we are looking for will have a good academic record, probably have a science background, and preferably (but not essential) have had some experience in industry/business.

The position will be based at our offices in Oxfordshire, although a certain amount of travel will be involved, mainly to our clients' offices in London and the South East. Own transport desirable.

### Salary

The salary will be greater than the Law Society's recommendations for trainees.

### Closing date

The closing date for application is 3 August 2012, by 5pm.

### How to apply

To apply please send us:

1. a one page covering letter explaining what in your background would make you suitable for Anderson Law LLP (no more than 250 words); and
2. your CV (which must contain the Required information – see below);
3. answers to the Research Exercise – see below.

## How to submit your application

You can submit your application by:

1. Email: send an email with one or more attachments to [trainee@andlaw.eu](mailto:trainee@andlaw.eu). The attachments can be in the following formats: RTF (rich text format), Microsoft Word (any version), Corel WordPerfect, searchable PDF;
2. Post: send the application to Mark Anderson, Anderson Law LLP, 76 Wallingford Road, Shillingford, Oxfordshire, OX10 7EU.

Please do not send your application by facsimile. Applications made by facsimile will not be accepted or acknowledged.

Our preference is that applications are made by email attachments. If you cannot make your application in one of the ways described above please contact Mark Anderson before the closing date.

## How we will be dealing with applications

We expect to invite short-listed candidates for first round interviews in the week commencing 20 August 2012. Second round interviews are likely to take place the week commencing 27 August 2012.

## Required information to include on your CV

Your CV must include the following information:

1. Name (title, first name, last name).
2. Permanent contact details (address, telephone number, mobile telephone number, email address).
3. Term-time contact details (address, telephone number, email address—if relevant)
4. Date of birth.
5. References (one academic, one work (if you have worked) or other).
6. LPC provider (provider, date started and completed, overall grade achieved, grades for individual subjects — if results known, if not known yet, please provide predicted grades and date when results will be known).
7. GDL or law degree provider (provider, date started and completed, grade achieved, subjects studied and individual grades achieved).
8. First degree provider (if different to 7. subject studied, date completed, grade achieved).
9. Secondary education qualifications (number and grades, of GCSE/'O'/'A' levels, school(s) attended).
10. Other qualifications achieved (level, provider, date of completion, grade achieved)

11. Work experience (organisation, dates of employment, job-title, duties).
12. Other (any other information that you wish to mention).

#### Research Exercise

Rather than requiring applicants to answer questions like:

- “why do you want to become a lawyer”; or
- “describe a difficult or challenging situation which you have faced”;

we prefer that you provide answers to two practical questions. We believe this method of application will test your abilities better than answering these generic questions (although, we may want to ask you them at an interview!).

The questions may be the type of questions which a client asks or which arise from material we are preparing for a forthcoming publication. The questions exercise is typical of the type of note or verbal advice that you might be expected to produce.

#### Aim of the questions

The aim of the questions is to demonstrate your ability:

- a) to find (relevant) material; and
- b) to answer specific questions in a short, logical and practical fashion.

You should expect to spend no longer than 3 to 5 hours in conducting your research and preparing your answer to each question. If you find you are spending much longer than this, you will probably be going into too much detail.

#### How to answer the questions (general points)

Please pay attention to the requirements as to the length of the answers (and how they should be presented) below. If you do not substantially comply with these requirements then we may decide that you have not provided a completed application.

Please do not quote from sources except where absolutely necessary.

You should aim to spend about the same amount of time on each question.

#### **Answers to questions**

Answers to the two questions will be posted on this web-page in September 2012

## Question 1

Two companies enter into a contract for the Seller to sell 100 iPads to the Buyer at £399 each.

The Seller has sourced the iPads from Greece. The Seller did not have the iPads in stock. The Seller specially buys them in after there is a binding contract with the Buyer.

Given the economic crisis in Greece, the exchange rate worsens. The Seller finds that it costs a lot more to buy the iPads from Greece and the Seller cannot get them from anywhere else at a lesser price. To sell them at £399 the Seller would be selling them at a loss.

The Seller has not yet made delivery of the iPads.

The Seller sends an email to Buyer: 'The price for the iPads is now £499 each'.

The Buyer sends an email back to the Buyer, containing one word: "Agreed".

The next day the Buyer sends another email, stating: "Get lost. No way I am paying £499 an iPad. I can get them £450 right now at John Lewis".

The Seller believes that there is a new binding contract in place but the Buyer does not.

Note: there is nothing in the original contract which permits the Seller to increase the price of the iPads. Second note: Other than the increase in price that the Seller demands nothing else would change in the terms of the contract, eg no change in the delivery date, no additional services offered or demanded. There are no consequences (or disbenefits) that the Buyer will suffer from not having the iPads delivered if the Buyer refuses to pay the extra amount for them.

Question 1 / Part A: Who is right?

*Answer hint:* Question 1 / Part A is about one aspect of basic contract law.

*Type/length of answer expected:* No more than two sentences (preferably in the form of two bullet points). One sentence must state who you believe is right. The second can explain the legal basis for your belief.

*How you should not answer:* A lengthy answer or a discussion about the formation or creation of legal relationship, etc, or an answer which goes into the law (with or without references to statute and case law).

Question 1 / Part B : Assume the Buyer did not send its "Get lost" email, and was willing to pay the increased price.

If the Seller had come to you for advice on how to make the change in price binding, how would you do this? The Seller asks you to prepare a document which will be signed by the Seller and the Buyer and which is say no more that the only change to the original contract is that the Buyer is now to pay £499 for iPad.

*Answer hint:* This question is about what method (or what formality) would be expressed in the document recording the changing in price to make that change binding.

*Type/length of answer expected:* No more than 2 sentences is looked for here. The first sentence must identify the method or formality and the second can explain why the method or formality makes the change binding.

*How you should not answer the question:* You should not prepare a draft document implementing the instructions. You should not set out the law or the requirements for this method/formality. Just an indication of the formality/method you would use.

Question 1 / Part C: Moving the facts on from Question 1 / Party B, the document referred in question 1 / Part B states:

‘Signed and delivered as a [*the method or formality you identified in Question 1 / Part B*].’

The Buyer signs the document, sends it to the Seller for the Seller to sign, with a covering letter stating ‘the document is delivered subject to the Seller signing it and returning it to the Buyer’.

The next day the Buyer yet again changes its mind, it wants to get out of the transaction. The Buyer rings the Seller. The Seller says ‘the director who signs these documents is not in yet. She is coming in this evening to sign it’.

The Buyer thinks ‘since the document is not delivered (ie signed by the Seller) I can recall the document and get out of the transaction’. The Buyer immediately sends a letter (hand delivered within the hour) to the Seller recalling the document as the document has been not be delivered and therefore the Buyer is not bound by it.

That evening the Seller’s director signs the document and returns it to the Buyer.

Is the Buyer bound by the document?

*Answer hints:*

1. The Buyer and the Seller are both companies formed and regulated by the Companies Act 2006.
2. Read s 44 and s 46, Companies Act 2006 (although not critical to the answer).
3. Important is a 2010 High Court (Queen’s Bench Division) decision, particularly from paragraph 107 onwards of the judgement.

4. If you have not worked out the method/formality in Question 1 / Part B then this question will not make much sense.

*Type/Length of answer expected:* The answer should

1. be no longer than 250 words,
2. give your opinion as to whether the Buyer is bound or not,
3. should identify the judgment, and
4. relate the part(s) of the judgments which support your opinion.

Hint about answering all 3 parts of this question 1. A starting point (but only a starting point) to answering Question 1 is in Chapter 1 of our Drafting and Negotiating Commercial Contracts, 3rd edition, Bloomsbury Professional, 2012.

## **Question 2**

You are working at Anderson Law. An academic working at one of Anderson Law's university clients rings you. The academic wants some advice about the (mis-)use of a computer program she has written. The following are your notes of the telephone conversation:

1. The academic wrote the computer program in her own time. The academic does not wish to make any money from the program, and wishes as many people as possible to use it.
2. The academic is a strong supporter of the Free Software Foundation (<http://www.fsf.org>) and the Open Source Initiative (<http://www.opensource.org/>).
3. The academic licensed the program under GNU General Public Licence (GPL) version 3.
4. The academic made the program freely available from sites such as SourceForge and from the academic's own personal website.
5. The academic is also strongly against the arms industry.
6. The academic has discovered two things which are making her very unhappy:
  - (a) an arms manufacturer has downloaded the software from the SourceForge site (as anyone is freely able to do so), modified it, and has made the modified version publicly available, and done so in full compliance with the provisions of the GPL version 3 licence; and
  - (b) a small start up company funded by the academic's university has also modified the software and are selling licences but are not disclosing that they have modified the academic's program nor providing the source code or information about the availability of the source code. Also, the start-up company have not used a GPL version 3 licence when selling licences of their modified program.

The academic wishes to know whether (any of) the provisions of GPL version 3 can be used to stop the use of her/his software by the arms manufacturer or the small start up company.

*Type/length of answer expected:* The answer must not be any longer than one side of an A4 sheet of paper (and not more than 350 words). Use short sentences and non-formal language.

*Answer hints:*

1. This is a question about applying the provisions of the GPL version 3 licence (and underlying philosophy of the FSF/OSI) to the facts.
2. Your starting point should be looking at the wording of the GPL version 3 licence.
3. You should not see the question as being an opening to discuss copyright law, case law, or rehearsing the pros and cons of open source and closed source software.
4. Remember the second sentence in *Type/length of answer expected!* and remember 1. in this answer hint!

Further Information

More information on Anderson Law LLP can be found on our web site: [www.andlaw.eu](http://www.andlaw.eu)

For further information please contact Mark Anderson [mark@andlaw.eu](mailto:mark@andlaw.eu) (or by post to Anderson Law LLP, 76 Wallingford Road, Shillingford, Oxfordshire, OX10 7EU).