INTERNATIONAL UNIVERSITY OF EAST AFRICA
'Learning to Succeed'

FACULTY OF LAW

END OF SEMESTER EXAMINATIONS - DECEMBER 2025

PROGRAMME: LLB
YEAR/SEM: YEAR 1/SEMESTER 1
COURSE CODE: LLB 1110
NAME: ENGLISH AND COMMUNICATION SKILLS FOR LAWYERS

DATE:
TIME:

INSTRUCTIONS TO CANDIDATES:

SECTION A

The question in this section is COMPULSORY!

Question 1:

On the 12th day of March 2024, **Sarah**, a financial consultant, purchased a sealed 1-litre bottle of *"PureLife Premium Mineral Water"* from **FreshMart Supermarket**, located in Ntinda. The water bottle had been manufactured and sealed by **AquaPure Beverages (U) Ltd**, a well-known company licensed to produce bottled drinking water in Uganda.

Later that evening, while drinking from the bottle, Sarah noticed an unusual taste, followed by stomach discomfort. Upon holding the bottle against the light, she discovered floating particles and sediments that appeared to be *mould growth* inside the bottle. She immediately sought medical attention and was diagnosed with **food poisoning linked to contaminated water**.

Shocked and distressed, Sarah approached **M/s Kintu, Babirye & Co. Advocates**, located at **Uganda House, 2nd Floor, Plot 15A Kampala Road, P.O. Box 2210 Kampala**, and instructed them to take legal action **against AquaPure Beverages (U) Ltd**, the manufacturer. She insists that a **Notice of Intention to Sue** must be sent **immediately** and refuses to leave the firm's boardroom until the lawyers confirm it will be issued.

Two days later, during the investigation, it emerges that the contamination might have occurred **before sealing at the manufacturing plant**. AquaPure Beverages, in its marketing, guarantees that *"every bottle undergoes a five-stage purification process and is 100% safe for consumption."*

Shortly after the notice is drafted, **FreshMart Supermarket** also comes into the picture. The supermarket manager claims that AquaPure is solely responsible; however, Sarah believes **both** the manufacturer and vendor should be held liable.

Your supervising partner assigns you the task and further instructs you to **first prepare a Legal Memorandum of Understanding (MOU)** between Sarah and the law firm to formalize instructions.

a) Draft a Legal Memorandum of Understanding between Sarah and M/s Kintu, Babirye & Co. Advocates, formalizing the firm's instructions. (10 Marks)

b) Draft a Demand Notice / Notice of Intention to Sue. (5 Marks)

c) Draft a Reply to the Demand Notice assuming you are the Legal Officer of AquaPure Beverages (U) Ltd responding to the letter from Kintu, Babirye & Co. Advocates. (5 Marks)

Question 2:

Galaxy Electronics Store, a large retail outlet in Kampala, introduces a promotional campaign to boost its sales for the festive season. At the entrance of the shop, they display a large

illuminated advertisement reading:

“Festive Mega Promo! Buy any Galaxy Smartphone Today and Get a FREE Power Bank worth 80,000/= UGX!”

Mary, a secondary school teacher, sees the advertisement and immediately decides to purchase a new Galaxy smartphone for her daughter as a Christmas gift. She pays in full, receives her receipt, and then asks for the free power bank as advertised.

To her disappointment, the store attendant informs her that:

- The power banks “ran out last week,”
- The promotion “was only for the first 10 customers,”
- Yet **none of these limitations were stated in the advertisement.**

Feeling deceived and financially exploited, Mary seeks legal advice.

She approaches **M/s Kayondo, Wamala & Co. Advocates**, a reputable law firm located at **Plot 12 Luthuli Avenue, 2nd Floor Jinja Road Chambers, P.O. Box 2180 Kampala**. She explains her grievance and instructs the firm to take immediate legal action against **Galaxy Electronics Store** for **breach of contract, false representation, and unfair trade practices**.

You, a legal associate at the firm, have been assigned Mary’s file. Your supervising partner instructs you to urgently prepare the necessary documents.

a) Draft a Legal Memorandum of Understanding to formalize Mary’s instructions and outline the responsibilities between her and M/s Kayondo, Wamala & Co. Advocates.

(15 Marks)

b) Draft a Demand Notice / Notice of Intention to Sue

(5 Marks)

c) Assume you are the Legal Officer of Galaxy Electronics Store.

Draft a formal reply to the demand notice received from M/s Kayondo, Wamala & Co. Advocates. (5 Marks)

SECTION B

Attempt any ONE question under this section.

Question 1:

CLIENT INTERVIEWING (25 MARKS)

Effective interviewing is essential for successful legal practice.

Discuss the stages of interviewing a client and evaluate the importance of communication skills, emotional intelligence, and professionalism in the interviewing process.

Question 2:

STUDY SKILLS (25 MARKS)

Success at university depends on effective study habits and strategic academic planning.

Discuss the study plans and study techniques that a law student should adopt to excel academically.
Support your answer with illustrations from personal experience or observation.

Question 3:

EQUITY (25 MARKS)

Discuss any ten (12) Equity Maxims, using relevant examples to clarify the meaning and application of each maxim.

Your discussions should demonstrate how each maxim operates in modern equitable remedies.

Question 4:

Write short notes on any five of the following cases; (5 MARKS EACH)

(a) *Bwowe Ivan & others Vs Makerere University HCMA No. 253 of 2013*

(b) *Ridge Vs. Baldwin & Others [1963] 2 ALL ER 66*

(c) *Grant Vs Australian Knitting Mill*

(d) *Best Kemigisha Vs Mable Komuntale & Another Civil Suit No. MFP5/1998, High Court*

(e) *Woolmington Vs. Director of Public Prosecutions [1935] UKHL 1*

(f) *R Vs Amkeyo (1917) 7 EALR 14*

SECTION C

Attempt any TWO questions under this section.

Question 1:

NON-VERBAL COMMUNICATION (25 MARKS)

Non-verbal communication plays a significant role in legal practice.

a) Define non-verbal communication. (5 Marks)

b) Discuss the importance of non–verbal communication in interviewing clients, courtroom advocacy, and negotiations. (10 Marks)

c) Examine the limitations to effective communication, particularly for legal practitioners. (10 Marks)

Question 2:

LEGAL LANGUAGE (25 MARKS)

Legal language refers to the distinctive, technical, and formal style of communication used in legal settings to express legal rules, rights, duties, obligations, procedures, and judgments. It is designed to achieve clarity, precision, authority, and certainty in the law.

a) "Words are a lawyer's tools of trade." Discuss the relevance of language in the legal profession. *(15 Marks)*

b) As a student who has studied English & Communication Skills for Lawyers, discuss ways of improving and simplifying legal language. *(10 Marks)*

Question 3:

LEGAL TERMINOLOGY (25 MARKS)

Explain how the meaning of any 12 of the following words changes when they are used in legal contexts.

Use examples to support your explanations:

a) Guardian ad litem

b) Quid pro quo

c) Ratio Decidendi

d) Res ipsa loquitur

e) Volenti non fit injuria

f) Res judicata

g) Nolle prosequi

h) Locus Standi

i) Status Quo

j) Functus Officio

k) Stare Decisis

l) Caveat Emptor

m) Obiter Dictum

n) Ex parte

o) Habeas Corpus

Question 4:

CASE NOTES WRITING (25 MARKS)

Write case notes on any five (5) of the following cases:

Each case note must include facts, issues, holding, and significance.

a) Donoghue v Stevenson [1932] AC 56

b) Salomon v Salomon & Co. Ltd [1897] AC 22

c) Ridge v Baldwin [1963] 2 All ER 66

d) Adan v Republic (1973) EA 446

e) Best Kemigisha v Mable Komuntale & Another (1998)

f) Njareketa V Director of Medical services.

Question 5:

EQUITY MAXIMS (25 MARKS)

Equity Maxims form the guiding principles upon which equitable jurisdiction is exercised in modern legal systems.

a) Define *Equity Maxims* and explain their purpose within the administration of justice. *(10 Marks)*

b) Discuss the significance of Equity Maxims in the development and application of equitable remedies. *(5 Marks)*

c) Using relevant examples, examine any **five (5)** Equity Maxims and illustrate how each maxim operates in practice. *(10 Marks)*