

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: **Clinical-III: Advanced Legal Drafting**
Semester-X (Batch: 2011-16)

Mid Semester Test: Feb-Mar. 2016



Date: 4th March, 2016

Duration: 2 hours

Max. Marks: 30

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

- | | Marks |
|---|--------------|
| Q.1 'Drafting is first thinking and then composing'. In the backdrop of this statement discuss seven steps of legal drafting. | (10) |
| Q.2 Rewrite the following colloquial sentences in a formal manner appropriate to legal drafting. | (5x2=10) |
| <p>(a) Because you have signed this document you have given up your right to sue for any breaches.</p> <p>(b) Both the parties which have signed this agreement can bring it to an end if it turns out that the other party is not able to pay its debts.</p> <p>(c) Party A agrees that if party B gets sued by anyone for a reason to do with the distribution or sale of the products then party A will be responsible for any costs that result from this.</p> <p>(d) Party A has to pay all invoices sent by party B by 30 days after the day the goods which the invoices are for arrive at party A's depot. If party A hasn't paid the invoices in time, party B is allowed to charge penalty interest at the rate of 20%.</p> <p>(e) This agreement will last for a period of two years from the date on which it was signed by the parties, but unless either party ends it for one of the reasons set out in clause 5, it will be automatically renewed for further periods of two years.</p> | |
| Q.3 Mastani has written a book entitled Love story v. Hate story. She is the absolute owner of the copyright in the book. The copyright is registered with the Registrar of Copyrights. She wants the same to be published. She has approached Indian Publication house for the same. The publisher's representative has scrutinized the work in detail to his satisfaction. He has offered to purchase the copyright in the said book for the purpose of publication. Mastani has agreed to do so in consideration of the Publisher paying her a sum of Rs. _____ as lump sum royalty and on the terms and conditions agreed between the parties. | (10) |

The publisher has agreed to publish the Work in book form at their expense, in a style as to paper, printing and binding considered suitable by them and to use all ordinary means to market the said Work upon terms as follows:

- a. Publication, Sale and Terms of Sale.—the Publishers shall have exclusive control of the form, get-up, price, sale and terms of sale of the Work.

b. Royalties:

- a. The Publishers agree to pay to the Author a royalty of _____ per cent of the list price on each copy of the work actually sold.
- b. The Publishers agree to render to the Author statements of copies sold semi-annually as on June 30 and December 31 each year, and to make settlements thereof within one month thereafter.
- c. No Royalty will be payable in respect of any copies given away for review or complimentary copies.
- c. If the Publishers themselves undertake the publication of translations, or abridgments, or adaptations of the Work in English or in Indian languages, this agreement will govern, as far as the context will permit, such publication by the Publishers and accounting and payment to the Author will be governed by clauses as agreed upon, subject to the deduction of expenses incurred by the Publishers in having the said translations, abridgments or adaptations prepared.

Considering the abovementioned terms draft as agreement for Mastani while incorporating other important clauses.
