# Session 7 – EXERCISES

# Exercise One - Using the AGLC

In a research assignment how would you:

(a) present the quotes in the text below; and

(b) insert the citations to the text below,

in order to be consistent with the requirements of the AGLC (4th ed), given the ‘key information’ below?

Here is the text:

Academic writings have tended to frame the concept of corruption quite broadly. For instance, Professor Nye’s widely-used definition states that ‘The concept of corruption extends to: any behaviour which deviates from the formal duties of a public role because of private-regarding (personal, close family, private clique) pecuniary or status gains; or violates rules against the exercise of certain types of private-regarding influence.’

While courts have traditionally favoured narrower definitions, it is notable that the High Court has opted recently for greater breadth. In the case of *Independent Commission Against Corruption v Cunneen*, a majority stated ‘The ordinary meaning of ‘corruption’ in public administration implies dishonest or partial exercise of an official function.’ While the judgment does not quote any academic literature, the shift in understanding likely reflects broader reading beyond traditional legal materials.

Here is the key information:

* The High Court decision in *Independent Commissioner Against Corruption v Cunneen* is reported in volume 256 of the Commonwealth Law Reports, starting on page 1. The case was decided and reported in 2015. The quote is from the joint judgment of Chief Justice French, Justice Hayne, Justice Kiefel and Justice Nettle. Their judgment starts on page 9, while the quote appears on page 22 at parag 38.
* The reference to Nye is to: Joseph S Nye’s article in the American Political Science Review, published in 1967 in the second issue of volume 61. The article is titled ‘Corruption and Political Development’ and it starts on page 417. The quoted passage appears on p 419.
* assume there is:
* Another commentator, Hazel Croall, who has expressed a similar view to that of Nye in her book called Understanding White Collar Crime, the second edition of which was published in 2001 by the Open University Press. The page in the book where Croall expresses the similar view to Nye’s is page 8.
* another commentator, Christopher R Yukins, who has partially disagreed with Nye’s suggested definition of corruption in an article titled ‘In Defence of Nepotism’, published in 2004 in issue 10 of volume 77 of the Law Institute Journal starting on page 55.

# Exercise Two – Using plain language principles

**Part A**

Suggest alternatives for the following words:

* additional
* commence
* complete
* consequently
* ensure
* in accordance with
* in excess of
* in respect of
* in the event of
* particulars
* per annum
* persons
* prior to
* purchase
* regarding, with regards to
* should you wish
* terminate
* whilst

**Part B**

Convert the following statements from the passive to the active voice:

* A meeting will be held by the directors next week
* Superannuation advice is provided by our funds team
* The arguments will be considered by the judges shortly
* The show was stopped by the rain
* The contract was breached by the defendant

**Part C**

Consider whether the use of negatives is appropriate in the following statements:

* It is not uncommon for lawyers to work in careers outside the legal profession
* It is not the case that no person has asked this question before
* The entry is unlikely to be unrestricted
* On balance the defendant will not be successful in arguing there was no breach of contract
* If you fail to pass the exam, you will not qualify for admission

**Part D**

State the verb that you should use in place of the following nominalisations:

* Have an influence on
* Give consideration to
* Make use of
* Is of interest to
* Is of benefit to
* Is indicative of
* A failure to
* Make an arrangement
* Undertake an investigation
* Achieve completion of
* Provide an introduction to
* Make provision for
* Has the intention to

**Part F**

Rewrite the following section of a legal advice to improve its readability by using the plain language principles:

*The contract of employment to which you are a party appears to contain no specific term regarding the notice required to be given to you in the event of termination without due and proper cause. It is an established principle of law that where a contract contains no express term specifying the notice of termination required to be given by one or other party then a term may be implied that a reasonable amount of notice must be given.*

*In your case, it is likely that reasonable notice would be assessed to be in the region of upwards of six (6) months. On this basis, our preliminary view and subject to any evidence of the employer having cause to terminate, is that your contract of employment has been breached by your employer and damages would lie in respect of that breach, approximating the salary that would have been payable to you over that same period (being 6 months).*