

CHUKA



UNIVERSITY

**UNIVERSITY EXAMINATION  
RESIT/SUPPLEMENTARY / SPECIAL EXAMINATIONS  
EXAMINATION FOR THE AWARD OF DEGREE OF BACHELOR OF LAW**

**BLAW 112: LEGAL COMMUNICATION SKILLS**

**STREAMS:**

**TIME: 2 HOURS**

**DAY/DATE: TUESDAY 02/11/2021**

**8.30 A.M - 10.30 A.M.**

**INSTRUCTION:**

- **Answer three questions**
- **Question 1 is mandatory**

**QUESTION 1**

- a) Discuss the advantages of using active voice vis a vis the use of passive voice. **[5 Marks]**
- b) Discuss four instances when it is permissible to use passive voice instead of active voice as an exception to the general rule. Give one example under each instance. **[2 Marks]**
- c) Define the term “nominalization” **[1 Mark]**

ii) Identify nominalization contained in the sentence below and re-write the sentence to replace nominalizations. **[4 Marks]**

**“To provide its customers with an extra measure of satisfaction, special authorization has been given by Family Mart Supermarket to its Supervisors to institute an exchange of Merchandize within 10 days following purchase by the customers.”**

- d). Explain the reasons that make writing of case briefs important. **[3 Marks]**
- e). Read the following decision in Okeyo v. Owino (2003) KLR 413 (Kuloba J) and draft a case brief based on the judgment. **[15 Marks]**

**Okeyo v. Owino**

**High Court at Nairobi**

**June 24, 2000**

**Kuloba J**

**Civil Case 637 of 2000 (OS)**

**“This is a partnership suit in which the main claim is for the dissolution of a partnership, and the taking of accounts.**

**From the certificate of registration given on 18<sup>th</sup> January, 1990, it is clear that the law firm of Owino & Co. was formed under which the parties herein were to practice as a law firm.**

**The plaintiff, however, physically moved out and got employed elsewhere, leaving the firm to be run by the respondent, and the plaintiff was, for all practical purposes and intent, not a participant in the goings on in the law firm.**

**According to his evidence, the plaintiff was not consulted over the affairs of the firm. It is said that the firm has incurred liabilities, but the court is not satisfied on the present evidence, as to such alleged liabilities, except in one incident in which a letter was written by the defendant “absolutely” absolving the plaintiff from “any liability whatsoever in respect of the judgement granted...in respect of the partnerships undertaking for Shs. 11,325,600 and the defendant undertook to indemnify the plaintiff in respect thereof, “which had nothing to do with you, should the need for such an indemnity arise.”**

**Having regard to the evidence, the Court is satisfied that the partnership exists in name only, but the plaintiff is, for all intents and purposes, out of it, whether by design or default. No useful purpose is being served by the continued existence of the partnership and it is hereby dissolved.**

**With regards to accounts, however, the plaintiff has failed to establish any in-put in the firm by him – either by way of capital or exertion of his efforts to create income. There are no articles of partnership, and no arrangements as to assets, liabilities, sharing of anything, and so forth. In these circumstances, ordering the taking of accounts would not be just. It would merely be for enabling the plaintiff simply to pry**

**and intermeddle into affairs of an undertaking in which he showed little or no interest and in which he has never manifested any effort to build and support.**

**In the circumstances, an injunction sought is not proper and just. Bearing all these considerations in mind, the Court holds that while a case has been made out sufficiently to justify the dissolution of the partnership, no case has been properly made out for ordering accounts and granting an injunction. Accordingly, the prayer for dissolving the partnership is granted; but the other reliefs are dismissed.**

**As there has been partial success on either side to some appreciable measure, each party shall bear its own costs of this originating summons.**

**Orders accordingly *ex tempore*”**

**QUESTION 2 (a)**

Law Schools focus on teaching the law and legal theory. Communication skills covered in law schools tend to revolve around arguments and persuasion necessary in the Court room. However, communication skills that occur outside the courtroom are much more plentiful and sometimes, more critical to a lawyer’s practice.

What effective communication skills does a lawyer need for a successful practice? [10 Marks]

**QUESTION 2 (b)**

Since listening is an arduous task and also extremely important in the workplace, it is essential that an advocate has a clear idea about how he/she can improve his/her listening ability. Effective listening leads to an excellence in work.

What must an advocate do, to ensure that he/she listens effectively to a client and how can the advocate ensure that the client recognizes, that the advocate is listening to him? [10 Marks]

**QUESTION 3 (a)**

Meetings are imperative for the effective and smooth running of a Law firm. Outline reasons that make it necessary for the Partners of Law firm to hold regular meeting with the subordinates.

[10 Marks]

**QUESTION 3 (b)**

Interviews are an indispensable tool for an organization keen on recruiting an effective and efficient workforce. Highlight the strategies that can be put in place by the chairman of an interview panel to make the interview successful. **[10 Marks]**

**QUESTION 4 (a)**

“In life we do not get what we deserve but rather what we bargain for” One of the ways through which an advocate can get the best bargain for his/her client is through negotiations. Comment and outline the various stages of the negotiation process. **[10 Marks]**

**QUESTION 4 (b)**

Briefly discuss the various types of non-verbal communication skills and how they assist in enhancing communication and making it more effective? **[10 Marks]**

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