

# 法律英语证书(LEC) 全国统一考试 考试大纲

法律英语证书(LEC)全国统一考试委员会 编



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# 法律英语证书(LEC)全国统一考试 考试大纲

## 第一部分 考试说明

本考试是法律英语证书(Legal English Certificate,简称 LEC)水平考试,旨在测试并认定应试人员的法律英语语言水平与实际运用法律英语处理涉外法务的能力。法律英语证书(LEC)全国统一考试是为国内公检法机关和企事业单位、各类律师事务所、跨国公司等单位招募法律英语人才和科学衡量高等学校和科研机构的法学专业和英语专业学生的法律英语水平而设置的。它的评价标准是高等学校法学专业和英语专业优秀本科毕业生能达到的及格或及格以上水平,以保证通过 LEC 者具有一定的法律英语水平,能够胜任涉外律师业务、法律翻译或有关国际法务。

1. 本大纲依据涉外律师业务或国际法务从业人员工作内容分析结果编制,是法律英语证书全国统一考试的依据。

### 2. 考试对象

- (1)公检法机关和企事业单位从事涉外法务工作人员;
- (2)从事涉外法务的律师,公司法律部门从业人员;
- (3)高等院校法律专业、英语专业学生;
- (4)愿意从事法律英语教学工作人员;
- (5)社会上一切有志于从事涉外法务的人员。

3. 通过本考试能让应试者掌握涉外律师业务或国际法务各环节的英语的表达能力及其对法律英语专用词句及案例阅读理解能

力和翻译及撰写涉外法律文书的技能。考试范围包括美国法的基本知识和法律英语的读、写、译等方面的知识及技能。

4. 本大纲知识点按照 LEC 全国统一考试指定教材体例编排。

5. 指定考试辅导教材

(1)《法律英语综合教程》，张法连编著，山东大学出版社 2008 年版；

(2)《法律英语写作》，张法连编著，山东大学出版社 2007 年版；

(3)《法律英语阅读教程》，张法连编著，山东大学出版社 2008 年版；

(4)《法律英语翻译教程》，张法连编著，山东大学出版社 2008 年版；

(5)《美国商标法判例解读》，张法连、赖清阳编著，山东大学出版社 2008 年版；

(6)《法律英语词汇研究》，张法连编著，中国方正出版社 2008 年版。

6. 考试时间

本考试每年举行两次，时间在每年五月的最后一个星期六和每年十二月的最后一个星期六。每次考试时间为六个小时，上午三个小时客观题，下午三个小时主观题。

## 第二部分 考试内容

### 一、美国法基本知识

1. 常用法律英语术语的定义、内涵。

2. 美国宪法 CONSTITUTIONAL LAW

Powers of the Federal Government

Legislative Power

Individual Guarantees against Governmental or Private Action  
Retroactive Legislation  
Procedural Due Process  
Substantive Due Process  
Equal Protection  
Fundamental Rights

### **3. 合同法 CONTRACTS**

Basics of Contracts  
Contract Formation  
Capacity of a Contract  
Vitiating Factors  
Problems Involving Persons other than the Parties to the  
Original Contract  
Discharge  
Breach of Contract  
Remedies for Breach of Contract  
Dispute Settlement

### **4. 侵权法 TORTS**

Intentional Torts  
Defenses to Intentional Torts  
Negligence  
Cause in Fact  
Proximate Cause  
Multiple Tortfeasors  
Damages for Personal Injuries  
Limited Duty: Special Limitations on the Scope of Duty  
Premises Liability: Duties of Owners and Occupiers of Land  
Defenses



Vicarious Liability  
Products Liability  
Defamation  
The Privacy Torts  
Competitive Torts

## **5. 财产法 PROPERTY LAW**

Acquisition of Property  
Possessory Estates  
Future Interests  
Concurrent Estates  
Landlord and Tenant  
Fixtures  
Rights in the Land of Another-Easements, Profits, Covenants,  
and Servitudes  
Conveyancing  
Cooperatives, Condominiums, and Zoning  
Nuisance

## **6. 证据法 EVIDENCE LAW**

General Considerations  
Relevance and Judicial Notice  
Real Evidence  
Documentary Evidence  
Testimonial Evidence  
The Hearsay Rule  
Procedural Considerations

## **7. 民事程序法 CIVIL PROCEDURE**

Personal Jurisdiction

Diversity of Citizenship Jurisdiction  
Federal Question Jurisdiction  
Venue  
Removal Jurisdiction  
Conflict of Jurisdiction between State and Federal Courts  
The Federal Rules of Civil Procedure

## **8. 刑法 CRIMINAL LAW**

What Makes a Case a Criminal Case  
How to Interpret Criminal Statutes  
How Defendants' Mental States Affect Their Responsibility for a Crime  
Criminal Offenses  
Felonies, Misdemeanors and Infractions  
Implications of a Crime's Classification

## **9. 刑事程序法 CRIMINAL PROCEDURE LAW**

Constitutional Restraints  
Exclusionary Rule  
Fourth Amendment  
Confessions  
Pretrial Procedures  
Trial  
Guilty Pleas and Plea Bargaining  
Constitutional Rights in Relation to Sentence and Punishment  
Constitutional Problems on Appeal  
Rights during Punishment-probation, Imprisonment, Parole  
Double Jeopardy  
Forfeiture Actions

## 10. 知识产权法 INTELLECTUAL PROPERTY LAW

Trade Secrets

Patent

Copyright

Trademark Law

## 11. 商法 BUSINESS LAW

Business Forms

Partnership

Limited Liability Company

Corporation

Securities

Commercial Paper

## 二、美国法律文书写作

1. 律师信函 legal letters
2. 法律备忘录 law office memo
3. 案件辩论书 case briefs

## 三、法律翻译

1. 法律翻译基本原则
2. 立法文本翻译
3. 涉外经贸合同翻译
4. 涉外诉讼文书翻译
5. 涉外公证书翻译
6. 判决书翻译

## 四、案例阅读

## 五、逻辑推理

## 第三部分 考试形式

一、考试形式:笔试,考题分主观题和客观题,客观题答案做在答题卡上,主观题答案做在答题纸上。

二、考试时间:上午3小时,客观题;下午3小时,主观题。

三、考试评分:总分200分。130分以上,且主、客观两卷得分分别不低于60分为及格标准;170分以上,且主、客观两卷得分分别不低于80分为优秀。

## 第四部分 考试题型及考核目标

### 一、多项选择题:

美国法基本知识;逻辑推理。从A、B、C、D、四个选项中选出一个最佳答案。

### 二、案例阅读:

应试者通过快速阅读一篇案例,理解并掌握有关问题的争论焦点、法律适用和法官的分析推理,在此基础上,简略回答有关问题。

### 三、翻译

该部分考查法律语言的综合表达能力,主要是法律文体片段的中、英文互译。要求应试者有较好的法律英语词汇的积累,了解法律翻译的基本原则和法律英语语言的特点。

### 四、写作

要求应试者能正确熟练地撰写涉外律师信函、法律备忘录、案件辩论书等。考生应能:(1)做到语法、拼写、标点正确,用词恰当;(2)遵循特定文体格式;(3)合理组织文章结构,使其内容统一、连贯;(4)根据写作目的和特定读者,恰当选用语域。

## 第五部分 试卷结构示例

### 试卷一

多项选择(Multiple Choice)共100分

本部分试题有以下两部分内容组成:

1. 美国法基本知识(90~95%)
2. 逻辑推理(5~10%)

### 试卷二

Part I 案件阅读(Case Reading and Comprehension)共25分

本部分试题包括一篇美国真实案例。要求应试者在准确、快速阅读案例后,根据获得的案例中的信息简略回答有关问题。

Part II 翻译(Translation)共40分

本部分试题有两节,Section A 和 Section B。Section A 是中译英,Section B 是英译中,各占20分。

Part III 法律文书写作(Legal Writing)共35分

要求应试者根据所给信息,用英文撰写一封律师函,或写一篇法律备忘录(Law Office Memo);或根据所提供的案例,代表某一方写一篇案件辩论书(Case Brief)。

附录一:

法律英语证书(LEC)  
全国统一考试样卷

试 卷 一

提示:本试卷为选择题,由计算机阅读。请将所选答案填涂在答题卡上,勿在卷面上直接作答。

本卷为单项选择题,每题所给的选项中只有一个正确答案,每题1分,共100分。

1. Which of the following is/are required in order to have a "tender" of the goods?

- A. The seller must put and hold conforming goods at the buyer's disposition.
- B. The seller must give notice to the buyer that the goods are available.
- C. The seller must give notice to the buyer and hold the goods for a reasonable time.
- D. All of the above are required for tender.

2. A buyer can accept goods by:

- A. Stating that he will take them.
- B. Failing to reject them.

- C. Treating the goods as if he owned them.
- D. All of the above.

3. Rescission may be defined as:

- A. the substitution of one contract party for another.
- B. the revision of a contract's terms to reflect trade usage.
- C. the full performance of a contract.
- D. the unmaking of a contract to return the contract parties to the positions they were in before the contract was formed.

4. In order for a court to apply the doctrine of promissory estoppel, which of the following elements is not required?

- A. Justice must not be served by enforcing the promise.
- B. There must be a clear and definite promise.
- C. Just must be served by enforcing the promise.
- D. The promisee must have relied on the promise.

5. Suppose that you purchase a purebred Scottish Terrier puppy. You pay \$800 for the dog because you think it comes from champion lines. The dog's owner did not discuss the dog's ancestors with you. If you discover, later, that the dog was not worth \$800, but only \$400, can you have the contract rescinded, or canceled, based on your mistake?

- A. Yes, the dog was clearly not worth \$800.
- B. Yes, because you had a duty to investigate.
- C. Probably not, because you made a mistake about the dog's value, not a mistake of a material fact.

D. Probably so, because you made a mistake of an immaterial fact.

6. Nancy's stepdaughter Jane tells Nancy that unless she gives Jane a check for \$20,000, Jane will no longer take her to the doctor or get her medicine from the pharmacy. Nancy is old, can no longer drive, and has no other friends or relatives close by. Furthermore, she needs her medicine and medical help. If she gives Jane the check and then has second thoughts about having done so, she may:

A. do nothing; it's too late.

B. claim that she defrauded Jane.

C. ask that the contract be avoided based on undue influence.

D. get out of the contract because it is void based on illegality.

7. Liz contracts with Brian. Liz agrees to cook twenty dinners for Brian, in exchange for which Brian will repair all of the plumbing in Liz's house. Is this consideration legally sufficient?

A. No, because it is clear that one dinner is not worth as much as repairing all of the plumbing in Liz's house.

B. No, because this kind of bargain violates public policy.

C. Yes, based on the clear lack of any bargain.

D. Yes, because Liz has promised something of value.

8. Sean is the manager of Twinkle Toy Store. His best employee is Denise. Sean says to Denise, "You've been doing a great job lately. If I like what you do over the next two months, I'll give you a \$1,000 bonus." What is Sean's statement called?

A. Valid consideration



- B. An illusory promise
  - C. An accord and satisfaction
  - D. A requirements contract
9. Birch, a distributor of consumer electronic goods, and Maple, a retail seller of those goods, entered into a contract for the sale of 50 televisions for delivery on or before June. On June 1 Birch delivered 49 televisions of the exact make and model called for in the contract.

- A. Maple does not have the right to reject Birch's performance because Birch has substantially performed its contract obligation.
  - B. Maple does not have the right to reject Birch's performance unless Birch's breach was intentional.
  - C. Maple does have the right to reject Birch's performance because the breach was material.
  - D. Maple does have the right to reject Birch's performance because the performance was not exactly what was called for in the contract.
10. Assume that Carol Rogers (a local millionaire) promises to donate \$500,000 to the Springfield Humane Society, which the society plans to use to build a new animal hospital. Based on Carol's promise, the society begins work on the hospital. Carol, however, reneges on her offer. In this case:
- A. Carol may be sued for the money under a theory of promissory estoppel.
  - B. Carol has clearly violated the terms of a formal contract.