

SESSION : Septembre 2018
Année d'étude : Première année de Master Droit
Discipline : Anglais juridique master
Titulaire du cours : M. Justin BEPLATE/Mme Suhasini VINCENT
Document(s) autorisé(s) : Aucun

I. Complete the following sentences, using at least 10 words. Limit your answers to one complete sentence (30%)

1. An injunction is ...
2. Unlike private nuisance...
3. The term *restitutio in integrum*...
4. Unliquidated damages...
5. In order to establish trespass...

II. Read the following case study and answer the questions below. DO NOT QUOTE DIRECTLY FROM THE TEXT.

Mr Jones worked as an advertising agent at AD Media, a firm of well-known advertising agents. His client, British Confectioneries Ltd, placed a large order for the production of their Christmas catalogues. The contract was signed by the parties before the execution of the order for a sum of £17,000. Before signing the contract, Mr Jones wanted to check the financial position and credit-worthiness of British Confectioneries, so he subsequently asked their bank, National British Bank to furnish a statement of financial records of British Confectioneries Limited. British Bankers replied in a letter that was headed, "without responsibility on the part of this bank". It said that British Confectioneries was, "considered good for its ordinary business engagements". Mr Jones completed the production of catalogues and delivered them on time to British Confectioneries Ltd. He carried out this task autonomously without the permission or the advice of his superiors. British Confectioneries was displeased with the poor quality of the Christmas catalogues and subsequently lost business during that season. Soon Mr Jones learned that British Confectioneries had gone into liquidation and his firm AD Media consequently lost £17,000. His employer at AD Media sued National British Bank claiming that the information given had been misleading. National British Bank argued that there was no duty of care owed regarding the statements, that the bank had furnished its statement based on previous financial figures, and that liability was thus excluded.

QUESTIONS

1. Discuss possible actions in contract based on the above facts. Your answer must specify the parties, the possible actions in contract, any available defences, damages, and your view of the likely outcome(s). (35%)
2. Discuss possible actions in tort based on the above facts. Your answer must specify the parties, the possible tort actions, any available defences, damages, and your view of the likely outcome(s). (35%)