

ANSWER ONLY TWO (2) LEGAL PROBLEM QUESTIONS EACH QUESTION IS WORTH 10 MARKS. FOR EACH LEGAL PROBLEM QUESTION

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LEGAL PROBLEM QUESTION 1: CONTRACT FORMATION AND BREACH

INTRODUCTION TO CONTRACT FORMATION

UNDERSTANDING THE ESSENTIALS OF CONTRACT FORMATION IS FUNDAMENTAL IN RESOLVING DISPUTES ARISING FROM CONTRACTUAL RELATIONSHIPS. A LEGALLY BINDING CONTRACT TYPICALLY REQUIRES OFFER, ACCEPTANCE, CONSIDERATION, INTENTION TO CREATE LEGAL RELATIONS, AND CERTAINTY OF TERMS. FAILURE TO MEET THESE ELEMENTS CAN RENDER A CONTRACT INVALID OR UNENFORCEABLE. WHEN A BREACH OCCURS, THE AFFECTED PARTY MAY SEEK REMEDIES SUCH AS DAMAGES, SPECIFIC PERFORMANCE, OR RESCISSION.

SCENARIO OVERVIEW

SUPPOSE A SCENARIO WHERE A OFFERS TO SELL B A VINTAGE CAR FOR \$20,000, AND B ACCEPTS. HOWEVER, BEFORE THE PAYMENT, A SELLS THE CAR TO C. B THEN CLAIMS BREACH OF CONTRACT. THE CRITICAL ISSUES INCLUDE WHETHER A VALID CONTRACT EXISTED, WHETHER A'S ACTIONS CONSTITUTED A BREACH, AND WHAT REMEDIES ARE AVAILABLE TO B.

ANALYSIS OF KEY LEGAL ISSUES

1. EXISTENCE OF A VALID CONTRACT

A VALID CONTRACT REQUIRES:

1. **OFFER:** A'S OFFER TO SELL THE CAR FOR \$20,000 CONSTITUTES A CLEAR PROPOSAL.
2. **ACCEPTANCE:** B'S ACCEPTANCE OF THE OFFER COMPLETES THE AGREEMENT.
3. **CONSIDERATION:** THE \$20,000 PRICE ACTS AS CONSIDERATION.
4. **INTENTION TO CREATE LEGAL RELATIONS:** BOTH PARTIES INTEND TO BE LEGALLY BOUND.
5. **CERTAIN TERMS:** THE TERMS REGARDING THE CAR AND PRICE ARE DEFINITE.

GIVEN THESE ELEMENTS, A CONTRACT LIKELY EXISTED BETWEEN A AND B.

2. WAS THERE A BREACH?

A BREACH OCCURS WHEN ONE PARTY FAILS TO PERFORM THEIR CONTRACTUAL OBLIGATIONS WITHOUT LAWFUL EXCUSE. IN THIS CASE, A'S SALE OF THE CAR TO C AFTER ACCEPTING B'S OFFER INDICATES:

1. **POTENTIAL BREACH OF CONTRACT:** A MAY HAVE BREACHED THE CONTRACT WITH B BY SELLING THE CAR TO C.
2. **LEGAL IMPLICATION:** SINCE THE CAR WAS UNIQUELY IDENTIFIED, AND A HAD ACCEPTED B'S OFFER, THIS COULD AMOUNT TO ANTICIPATORY BREACH OR BREACH BY NON-PERFORMANCE.

3. LEGAL REMEDIES FOR B

DEPENDING ON THE CIRCUMSTANCES AND JURISDICTION, B MAY SEEK:

1. **DAMAGES:** COMPENSATION FOR LOSS OF THE BARGAIN, I.E., THE VALUE OF THE CAR OR THE DIFFERENCE BETWEEN CONTRACT PRICE AND MARKET VALUE.
2. **SPECIFIC PERFORMANCE:** COURT ORDERS A TO TRANSFER THE CAR TO B, ESPECIALLY IF THE CAR IS UNIQUE OR RARE.
3. **RESCISSION AND RESTITUTION:** IF APPLICABLE, B MIGHT RESCIND THE CONTRACT AND RECOVER ANY PAYMENTS MADE.

LEGAL PRINCIPLES AND CASE LAW

- **CARLILL V CARBOLIC SMOKE BALL CO (1893):** DEMONSTRATES THE IMPORTANCE OF CLEAR OFFER AND ACCEPTANCE.
- **TAYLOR V CALDWELL (1863):** HIGHLIGHTS THE CONCEPT OF IMPOSSIBILITY AND FRUSTRATION.
- **ROBINSON V HARMAN (1848):** ESTABLISHES DAMAGES AS THE PRIMARY REMEDY FOR BREACH.

CONCLUSION

IN SUM, A VALID CONTRACT WAS FORMED BETWEEN A AND B, BUT A'S SUBSEQUENT SALE TO C CONSTITUTES A BREACH. B HAS THE RIGHT TO SEEK REMEDIES SUCH AS DAMAGES OR SPECIFIC PERFORMANCE. THE OUTCOME HINGES ON WHETHER THE CONTRACT WAS ENFORCEABLE AND WHETHER A'S ACTIONS CAN BE LEGALLY JUSTIFIED OR CONSIDERED A BREACH.

LEGAL PROBLEM QUESTION 2: NEGLIGENCE AND DUTY OF CARE

INTRODUCTION TO NEGLIGENCE AND DUTY OF CARE

NEGLIGENCE IS A FUNDAMENTAL TORT IN COMMON LAW, REQUIRING PROOF OF DUTY OF CARE, BREACH, CAUSATION, AND DAMAGES. ESTABLISHING A DUTY OF CARE INVOLVES SHOWING THAT THE DEFENDANT OWED A LEGAL OBLIGATION TO THE CLAIMANT, AND THAT BREACH OF THIS DUTY CAUSED THE CLAIMANT'S HARM. THE LANDMARK CASE OF *DONOGHUE V STEVENSON* (1932) SET THE MODERN PRINCIPLES FOR DUTY OF CARE.

SCENARIO OVERVIEW

IMAGINE A SITUATION WHERE A SUPERMARKET FAILS TO CLEAN A SPILL ON THE FLOOR, LEADING TO A CUSTOMER SLIPPING AND SUSTAINING INJURIES. THE CUSTOMER SUES THE SUPERMARKET FOR NEGLIGENCE. THE LEGAL ISSUES INCLUDE WHETHER THE SUPERMARKET OWED A DUTY OF CARE, WHETHER IT BREACHED THAT DUTY, AND IF THE BREACH CAUSED THE INJURY.

ANALYSIS OF KEY LEGAL ISSUES

1. ESTABLISHING DUTY OF CARE

THE KEY QUESTION IS WHETHER THE SUPERMARKET OWED A DUTY OF CARE TO THE INJURED CUSTOMER:

1. **PROXIMITY:** THE SUPERMARKET AND CUSTOMER ARE SUFFICIENTLY PROXIMATE.
2. **FORESEEABILITY:** IT WAS FORESEEABLE THAT FAILURE TO CLEAN THE SPILL COULD CAUSE INJURY.
3. **LEGAL POLICY:** IMPOSING A DUTY ALIGNS WITH PUBLIC POLICY TO ENSURE SAFETY.

BASED ON THE CAPARO TEST (CAPARO INDUSTRIES PLC V DICKMAN, 1990), THE SUPERMARKET LIKELY OWED A DUTY OF CARE.

2. BREACH OF DUTY

A BREACH OCCURS WHEN THE DEFENDANT'S CONDUCT FALLS BELOW THE STANDARD OF CARE EXPECTED:

1. **STANDARD OF CARE:** REASONABLE SUPERMARKET WOULD HAVE PROMPTLY CLEANED THE SPILL OR WARNED CUSTOMERS.
2. **EVIDENCE OF NEGLIGENCE:** FAILURE TO ACT OR NEGLECTING SAFETY MEASURES INDICATES BREACH.

3. CAUSATION AND DAMAGE

THE CLAIMANT MUST PROVE:

1. **CAUSATION:** THE BREACH DIRECTLY CAUSED THE INJURY (BUT-FOR TEST).
2. **DAMAGES:** THE CLAIMANT SUFFERED PHYSICAL INJURY, PAIN, AND POSSIBLY FINANCIAL LOSS.

LEGAL PRINCIPLES AND CASE LAW

- **DONOGHUE V STEVENSON (1932):** ESTABLISHED THE NEIGHBOR PRINCIPLE, DUTY OF CARE EXTENDS TO FORESEEABLE VICTIMS.
- **ANNS V MERTON LBC (1978):** OUTLINED THE TWO-STAGE TEST FOR DUTY OF CARE.
- **BOLAM V FRIERN BARNET HOSPITAL MANAGEMENT COMMITTEE (1957):** STANDARD OF PROFESSIONAL NEGLIGENCE.

DEFENSES AND LIMITATIONS

POTENTIAL DEFENSES INCLUDE:

1. **CONTRIBUTORY NEGLIGENCE:** IF THE INJURED PARTY FAILED TO EXERCISE REASONABLE CARE.
2. **VOLUNTARY ASSUMPTION OF RISK:** IF THE CLAIMANT WAS AWARE OF THE RISK AND STILL PROCEEDED.
3. **LIABILITY LIMITATIONS:** TIME LIMITS FOR BRINGING CLAIMS (STATUTE OF LIMITATIONS).

CONCLUSION

IN CONCLUSION, THE SUPERMARKET OWED A DUTY OF CARE TO ITS CUSTOMERS AND BREACHED THAT DUTY BY FAILING TO ADDRESS THE SPILL. THE BREACH WAS THE DIRECT CAUSE OF THE CUSTOMER'S INJURIES, MAKING THE SUPERMARKET LIABLE FOR NEGLIGENCE. PROPER ADHERENCE TO SAFETY PROTOCOLS COULD HAVE PREVENTED THE ACCIDENT, EMPHASIZING THE IMPORTANCE OF DILIGENCE IN PREMISES LIABILITY.

FINAL REMARKS

THIS COMPREHENSIVE ANALYSIS OF TWO COMMON LEGAL ISSUES—CONTRACT BREACH AND NEGLIGENCE—DEMONSTRATES HOW FOUNDATIONAL LEGAL PRINCIPLES ARE APPLIED TO REAL-WORLD SCENARIOS. BY UNDERSTANDING ELEMENTS SUCH AS OFFER AND ACCEPTANCE IN CONTRACTS OR DUTY OF CARE IN TORT LAW, INDIVIDUALS AND ORGANIZATIONS CAN BETTER NAVIGATE LEGAL OBLIGATIONS AND DEFEND OR PURSUE CLAIMS EFFECTIVELY.

FREQUENTLY ASKED QUESTIONS

WHAT ARE THE KEY ELEMENTS REQUIRED TO ESTABLISH A VALID CONTRACT UNDER CONTRACT LAW?

A VALID CONTRACT REQUIRES AN OFFER, ACCEPTANCE OF THAT OFFER, CONSIDERATION (SOMETHING OF VALUE EXCHANGED), MUTUAL INTENTION TO CREATE LEGAL RELATIONS, AND CAPACITY OF THE PARTIES TO CONTRACT. ADDITIONALLY, THE CONTRACT MUST BE LEGAL AND NOT AGAINST PUBLIC POLICY.

IN WHAT CIRCUMSTANCES CAN A CONTRACT BE CONSIDERED VOID OR VOIDABLE?

A CONTRACT IS VOID IF IT LACKS ESSENTIAL ELEMENTS SUCH AS LEGALITY, CAPACITY, OR CONSENT FROM THE OUTSET. IT IS VOIDABLE IF ONE PARTY HAS A LEGAL RIGHT TO RESCIND DUE TO FACTORS LIKE MISREPRESENTATION, DURESS, UNDUE INFLUENCE, MISTAKE, OR FRAUD. FOR EXAMPLE, CONTRACTS ENTERED INTO UNDER COERCION MAY BE VOIDABLE AT THE OPTION OF THE COERCED PARTY.

WHAT REMEDIES ARE AVAILABLE TO A PARTY IN A BREACH OF CONTRACT CASE?

REMEDIES FOR BREACH OF CONTRACT INCLUDE DAMAGES (COMPENSATORY, PUNITIVE, NOMINAL), SPECIFIC PERFORMANCE (REQUIRING THE BREACHING PARTY TO FULFILL THEIR CONTRACTUAL OBLIGATIONS), RESCISSION (CANCELLATION OF THE CONTRACT), AND INJUNCTIONS (ORDERS TO PREVENT CERTAIN ACTIONS). THE CHOICE DEPENDS ON THE NATURE OF THE BREACH AND THE CIRCUMSTANCES OF THE CASE.

HOW DOES THE LAW DETERMINE WHETHER A PERSON HAS CAPACITY TO ENTER INTO A CONTRACT?

LEGAL CAPACITY GENERALLY REQUIRES THAT PARTIES BE OF SOUND MIND, OF LEGAL AGE (USUALLY 18 OR OLDER), AND NOT UNDER THE INFLUENCE OF DRUGS OR MENTAL IMPAIRMENT. MINORS, PERSONS OF UNSOUND MIND, OR THOSE UNDER DURESS MAY LACK CAPACITY, RENDERING CONTRACTS THEY ENTER INTO POTENTIALLY VOID OR VOIDABLE.

WHAT IS THE SIGNIFICANCE OF THE 'INTENTION TO CREATE LEGAL RELATIONS' IN CONTRACT FORMATION?

THE INTENTION TO CREATE LEGAL RELATIONS DISTINGUISHES SOCIAL OR DOMESTIC AGREEMENTS FROM LEGALLY BINDING CONTRACTS. FOR A CONTRACT TO BE ENFORCEABLE, BOTH PARTIES MUST INTEND THEIR AGREEMENT TO HAVE LEGAL CONSEQUENCES. USUALLY, COMMERCIAL AGREEMENTS ARE PRESUMED TO HAVE SUCH INTENTION, WHEREAS SOCIAL AGREEMENTS ARE NOT, UNLESS PROVEN OTHERWISE.

CAN AN OFFER BE REVOKED AFTER ACCEPTANCE HAS OCCURRED? EXPLAIN THE LEGAL PRINCIPLES INVOLVED.

GENERALLY, ONCE AN ACCEPTANCE IS COMMUNICATED AND THE CONTRACT IS FORMED, THE OFFER CANNOT BE REVOKED. HOWEVER, IF THE OFFEROR REVOKES THE OFFER BEFORE ACCEPTANCE IS COMMUNICATED, THE CONTRACT IS NOT FORMED. IN SOME CASES, OFFERS CAN BE REVOKED IF THE REVOCATION OCCURS BEFORE ACCEPTANCE AND IS PROPERLY COMMUNICATED, BASED ON THE PRINCIPLES OF OFFER AND ACCEPTANCE IN CONTRACT LAW.

ADDITIONAL RESOURCES

ANSWER ONLY TWO (2) LEGAL PROBLEM QUESTIONS EACH QUESTION IS WORTH 10 MARKS. FOR EACH LEGAL PROBLEM QUESTION, WITH A COMPREHENSIVE AND DETAILED ANALYSIS, THE FOLLOWING CONTENT DELVES INTO KEY LEGAL PRINCIPLES, RELEVANT STATUTES, CASE LAW, AND CRITICAL REASONING TO ADDRESS TYPICAL LEGAL PROBLEM QUESTIONS. EACH QUESTION IS APPROACHED SYSTEMATICALLY, ENSURING A THOROUGH UNDERSTANDING OF THE LEGAL ISSUES INVOLVED.

LEGAL PROBLEM QUESTION 1: CONTRACT FORMATION AND VALIDITY

INTRODUCTION TO CONTRACT LAW PRINCIPLES

A CONTRACT IS A LEGALLY BINDING AGREEMENT BETWEEN TWO OR MORE PARTIES THAT CREATES MUTUAL OBLIGATIONS ENFORCEABLE BY LAW. THE FUNDAMENTAL ELEMENTS REQUIRED FOR THE FORMATION OF A VALID CONTRACT ARE OFFER, ACCEPTANCE, CONSIDERATION, INTENTION TO CREATE LEGAL RELATIONS, AND CERTAINTY OF TERMS. THE ANALYSIS OF THIS PROBLEM REVOLVES AROUND WHETHER THESE ELEMENTS ARE PRESENT AND WHETHER ANY DEFENSES OR ISSUES UNDERMINE THE VALIDITY OF THE CONTRACT.

ANALYSIS OF THE OFFER

- DEFINITION AND REQUIREMENTS OF AN OFFER: AN OFFER IS AN UNEQUIVOCAL STATEMENT OF THE TERMS ON WHICH THE OFFEROR IS WILLING TO BE BOUND, MADE WITH THE INTENTION THAT, UPON ACCEPTANCE, A BINDING CONTRACT WILL ARISE (CARLILL V CARBOLIC SMOKE BALL CO [1893] 1 QB 256).
- ASSESSMENT IN THE SCENARIO: EXAMINE WHETHER THE STATEMENT OR CONDUCT BY THE PARTIES CONSTITUTES AN OFFER. FOR INSTANCE:
 - WAS THE STATEMENT SUFFICIENTLY CLEAR AND DEFINITE?
 - DID IT SPECIFY ALL ESSENTIAL TERMS (PRICE, QUANTITY, TIME)?
 - WAS IT COMMUNICATED EFFECTIVELY TO THE INTENDED RECIPIENT?
- POTENTIAL ISSUES:
 - IF THE STATEMENT IS TOO VAGUE OR INCOMPLETE, IT MAY NOT CONSTITUTE A VALID OFFER.
 - IF IT WAS A MERE INVITATION TO TREAT (E.G., ADVERTISEMENTS, PRICE LISTS), THEN NO BINDING OFFER WAS MADE.

ACCEPTANCE AND ITS VALIDITY

- DEFINITION AND REQUIREMENTS OF ACCEPTANCE: ACCEPTANCE MUST BE ABSOLUTE, UNCONDITIONAL, AND COMMUNICATED TO THE OFFEROR (ENTORES LTD V MILES FAR EAST CORPORATION [1955] 2 QB 327).

- TIMING AND METHOD OF ACCEPTANCE:
- WAS ACCEPTANCE PROPERLY COMMUNICATED?
- WAS IT MADE WITHIN THE STIPULATED TIME FRAME?
- WAS IT VIA AN ACCEPTABLE METHOD (E.G., POSTAL, ELECTRONIC)?
- ISSUES TO CONSIDER:
- WAS THE ACCEPTANCE EFFECTIVE? FOR EXAMPLE, IF ACCEPTANCE WAS BY MAIL, THE "POSTAL RULE" MIGHT APPLY.
- DID THE ACCEPTANCE INTRODUCE NEW TERMS, THEREBY CONSTITUTING A COUNTER-OFFER (HYDE V WRENCH (1840) 3 BEAV 334)?

CONSIDERATION AND ITS ADEQUACY

- DEFINITION: CONSIDERATION IS THE BENEFIT OR DETRIMENT EXCHANGED BETWEEN PARTIES, WHICH IS NECESSARY FOR THE ENFORCEABILITY OF A CONTRACT (CURRIE V MISA (1875) LR 10 EX 153).
- ANALYSIS:
- WAS CONSIDERATION PRESENT? DID BOTH PARTIES EXCHANGE SOMETHING OF VALUE?
- IS THE CONSIDERATION LAWFUL, SUFFICIENT, AND REAL?
- ARE THERE ANY ISSUES OF PAST CONSIDERATION OR PRE-EXISTING DUTY?
- LEGAL TESTS AND EXCEPTIONS:
- CONSIDERATION MUST MOVE FROM THE PROMISEE.
- UNDER THE DOCTRINE OF PRIVITY, ONLY PARTIES TO THE CONTRACT CAN SUE OR BE SUED.

INTENTION TO CREATE LEGAL RELATIONS

- COMMERCIAL VS. SOCIAL AGREEMENTS: COMMERCIAL AGREEMENTS ARE PRESUMED TO HAVE LEGAL INTENT, WHEREAS SOCIAL OR DOMESTIC ARRANGEMENTS TYPICALLY DO NOT (BALFOUR V BALFOUR [1919] 2 KB 571).
- ASSESSMENT:
- DID THE PARTIES INTEND TO CREATE LEGAL RELATIONS?
- ARE THERE ANY INDICATORS SUCH AS FORMAL DOCUMENTATION OR COMMERCIAL CONTEXT SUPPORTING LEGAL INTENT?

CERTAINTY AND COMPLETENESS OF TERMS

- ESSENTIAL TERMS: PRICE, SUBJECT MATTER, TIMEFRAMES, AND OBLIGATIONS MUST BE CLEAR.
- AMBIGUITIES: UNCERTAIN OR INCOMPLETE TERMS MAY RENDER THE CONTRACT VOID FOR UNCERTAINTY (SCAMMELL V OUSTON [1941] AC 32).

POSSIBLE DEFENSES AND EXCEPTIONS

- MISREPRESENTATION OR FRAUD: IF ANY PARTY WAS INDUCED INTO THE CONTRACT THROUGH MISREPRESENTATION, THE CONTRACT MAY BE VOIDABLE (DERRY V PEEK (1889) 14 APP CAS 337).
- DURESS OR UNDUE INFLUENCE: IF CONSENT WAS OBTAINED THROUGH COERCION, THE CONTRACT COULD BE INVALID.
- ILLEGALITY OR PUBLIC POLICY: CONTRACTS INVOLVING ILLEGAL ACTIVITIES ARE UNENFORCEABLE.

CONCLUSION TO CONTRACT FORMATION

- SUMMARIZE WHETHER ALL ELEMENTS ARE PRESENT.
- HIGHLIGHT ANY ISSUES UNDERMINING VALIDITY.
- CONCLUDE ON WHETHER A BINDING CONTRACT EXISTS AND THE ENFORCEABILITY OF ITS TERMS.

LEGAL PROBLEM QUESTION 2: NEGLIGENCE AND DUTY OF CARE

INTRODUCTION TO NEGLIGENCE PRINCIPLES

NEGLIGENCE IS A CORE TORT IN LAW, REQUIRING PROOF OF A DUTY OF CARE, BREACH, CAUSATION, AND DAMAGES. THE CLASSIC CASE ESTABLISHING ELEMENTS IS *DONOGHUE V STEVENSON* [1932] AC 562. THE PROBLEM INVOLVES ASSESSING WHETHER THE DEFENDANT OWED A DUTY OF CARE, WHETHER THAT DUTY WAS BREACHED, AND WHETHER THE BREACH CAUSED THE DAMAGES CLAIMED.

ESTABLISHING DUTY OF CARE

- THE "NEIGHBOR PRINCIPLE": AS PER LORD ATKIN, ONE MUST TAKE REASONABLE CARE TO AVOID ACTS OR OMISSIONS THAT COULD FORESEEABLY INJURE ONE'S NEIGHBORS (PERSONS WHO ARE DIRECTLY AFFECTED).
- KEY TESTS FOR DUTY OF CARE:
 - FORESEEABILITY: COULD THE DEFENDANT REASONABLY FORESEE HARM?
 - PROXIMITY: WAS THERE A SUFFICIENTLY CLOSE RELATIONSHIP?
 - FAIR, JUST, AND REASONABLE: IS IT APPROPRIATE TO IMPOSE A DUTY?
- APPLICATION TO THE SCENARIO:
 - IDENTIFY WHETHER THE DEFENDANT'S CONDUCT HAD THE POTENTIAL TO CAUSE HARM.
 - EXAMINE THE RELATIONSHIP BETWEEN PARTIES (E.G., DOCTOR-PATIENT, MANUFACTURER-CONSUMER).
- SPECIAL DUTY SITUATIONS:
 - PROFESSIONAL NEGLIGENCE: DUTY OWED BY PROFESSIONALS (E.G., DOCTORS, LAWYERS).
 - PUBLIC AUTHORITIES: DUTY OWED WHEN AUTHORITIES FAIL TO ACT, SUBJECT TO CERTAIN RESTRICTIONS (E.G., *HILL V CHIEF CONSTABLE OF WEST YORKSHIRE* [1989] AC 53).

BREACHING THE DUTY OF CARE

- STANDARD OF CARE: THE DEFENDANT MUST ACT AS A REASONABLE PERSON WOULD UNDER SIMILAR CIRCUMSTANCES (*BLYTH V BIRMINGHAM WATERWORKS CO* (1856) 11 Ex 781).
- FACTORS INFLUENCING BREACH:
 - LIKELIHOOD OF HARM: THE MORE PROBABLE, THE HIGHER THE DUTY.
 - SERIOUSNESS OF HARM: GREATER POTENTIAL HARM INCREASES THE STANDARD.
 - COST AND PRACTICABILITY OF PRECAUTIONS: BALANCING BURDEN VS. RISK.
- RELEVANT CASES:
 - *BOLAM V FRIERN HOSPITAL MANAGEMENT COMMITTEE* [1957] 1 WLR 582: PROFESSIONAL STANDARD.
 - *MCLOUGHLIN V O'BRIAN* [1983] 1 AC 410: DUTY TO PREVENT PSYCHIATRIC INJURY.

PROVING CAUSATION

- FACTUAL CAUSATION: "BUT FOR" THE DEFENDANT'S BREACH, THE HARM WOULD NOT HAVE OCCURRED (BARNETT V CHELSEA & KENSINGTON HOSPITAL MANAGEMENT COMMITTEE [1969] 1 QB 428).
- LEGAL CAUSATION (REMOTENESS): THE HARM MUST NOT BE TOO REMOTE. THE "EGGSHELL SKULL" RULE STATES THE DEFENDANT TAKES THE VICTIM AS THEY FIND THEM.
- INTERVENING ACTS: CONSIDER WHETHER ANY INTERVENING ACTS BREAK THE CHAIN OF CAUSATION.

DAMAGES AND REMEDIES

- TYPES OF DAMAGES: GENERAL DAMAGES FOR PAIN AND SUFFERING, SPECIAL DAMAGES FOR LOSS OF EARNINGS, MEDICAL EXPENSES, ETC.
- ASSESSMENT: THE DAMAGES SHOULD BE PROPORTIONATE TO THE HARM CAUSED.
- POTENTIAL DEFENSES:
 - CONTRIBUTORY NEGLIGENCE (E.G., VICTIM'S OWN FAULT).
 - VOLENTI NON FIT INJURIA (VOLUNTARY ASSUMPTION OF RISK).

DEFENSES AND LIMITATIONS

- VOLUNTARY ASSUMPTION OF RISK: THE PLAINTIFF KNOWINGLY ACCEPTED THE RISK INVOLVED.
- CONTRIBUTORY NEGLIGENCE: THE PLAINTIFF'S OWN NEGLIGENCE REDUCES DAMAGES (LAW REFORM (CONTRIBUTORY NEGLIGENCE) ACT 1945).
- LIMITATIONS PERIOD: USUALLY, A CLAIM MUST BE BROUGHT WITHIN THREE YEARS OF THE INJURY OR ITS DISCOVERY (LIMITATION ACT 1980).

CONCLUSION TO NEGLIGENCE INQUIRY

- SUMMARIZE WHETHER THE DEFENDANT OWED A DUTY OF CARE.
- EVALUATE WHETHER THERE WAS A BREACH BASED ON THE STANDARD OF CARE.
- DETERMINE CAUSATION AND DAMAGES.
- STATE WHETHER THE DEFENDANT IS LIABLE FOR NEGLIGENCE AND THE LIKELY OUTCOME OF THE CASE.

FINAL REMARKS

IN APPROACHING LEGAL PROBLEM QUESTIONS, A SYSTEMATIC ANALYSIS IS CRUCIAL. BREAK DOWN EACH ELEMENT OF THE RELEVANT LAW, APPLY IT CAREFULLY TO THE FACTS, AND CONSIDER POSSIBLE DEFENSES OR EXCEPTIONS. THE DEPTH OF REASONING, SUPPORTED BY CASE LAW AND STATUTORY REFERENCES, DEMONSTRATES A COMPREHENSIVE UNDERSTANDING OF THE LEGAL ISSUES. REMEMBER, CLARITY AND COHERENCE IN ORGANIZING YOUR ARGUMENTS ARE KEY TO ACHIEVING HIGH MARKS.

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