



COMPARATIVE LEGAL SYSTEMS

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Duration of the exam: 2 hours
No consultation of academic materials allowed

Multiple Choice Questions: 20 Questions - (1 point per question - no penalty for an incorrect answer) - For each of the questions, check only one box. If you are taking the exam online, highlight the correct answer in yellow.

Part I. Consider the following scenario and answer questions 1 - 9 below -

In November 2021, Fabrizio and Giulia went on a 2 weeks surf & yoga retreat in Cornwall, UK, with no mobile phones nor internet devices allowed. During the retreat, Fabrizio received a letter from his friend Lucila offering to sell him her Wavestorm 8' Classic Pinline surfboard for £100. The letter was sent by post by Lucila on Monday 8th of November 2021, and arrived at the address of the retreat the next day. As Lucila was on holidays nearby, Fabrizio decided to go and visit her. He went to see her on Wednesday 10th of November 2021, and told Lucila: 'I would like to purchase your surfboard for £80. If you agree, please let me know by post by Tuesday next week'. On Friday morning, Lucila went to the post office to send him a letter informing him that she had decided to sell him her surfboard for the proposed sum of £80. On the same day, in the afternoon, Fabrizio saw an advert placed by Giulia in the newsletter of the retreat place stating 'Wavestorm 8' Classic Pinline surfboard, good used state, £70'. He went to see Giulia at the address provided in the add and bought the surfboard that very evening. On Monday morning, Fabrizio asked his friend Maurizio to inform Lucila that he had found another surfboard and no longer wished to purchase hers which Maurizio did at noon on that day. On Tuesday 16th of November, in the morning, Fabrizio received and opened Lucila's letter.

Question 1: In English Contract law, Fabrizio's statement: 'I would like to purchase your surfboard for £80. If you agree, please let me know by post by Tuesday next week' constitutes:

- a) an offer
- b) an invitation to treat

c) a counter-offer

d) none of the above

✓ **Question 2:** How would French Contract Law normally qualify Giulia's advert in the newsletter of the retreat stating 'Wavestorm 8' Classic Pinline surfboard, good used state, £70',

a) as an invitation to treat

b) as an offer

c) as a counter-offer

d) none of the above

✓ **Question 3:** How would English Contract Law normally qualify Giulia's advert in the newsletter of the retreat stating 'Wavestorm 8' Classic Pinline surfboard, good used state, £70',

a) as an invitation to treat

b) as an offer

c) as a counter-offer

d) none of the above

✓ **Question 4:** In French Contract Law, at which point, if at all, would a legally binding contract between Fabrizio and Lucila be deemed to have been formed?

a) when Fabrizio went to visit Lucila to see the surfboard and told her 'I would like to purchase your surfboard for £80'

b) when Lucila posted the letter informing Fabrizio of her decision to sell him the surfboard on Friday morning

c) when Fabrizio received Lucila's letter on Tuesday 16th of November in the morning

d) a legally binding contract was never formed between Fabrizio and Lucila in French Contract Law

✓ **Question 5.** In English Contract Law, at which point, if at all, would a legally binding contract between Fabrizio and Lucila be deemed to have been formed?

- a) when Fabrizio went to visit Lucila to see the surfboard and told her 'I would like to purchase your surfboard for £80'
- b) when Lucila posted the letter informing Fabrizio of her decision to sell him the surfboard on Friday morning
- c) when Fabrizio received Lucila's letter on Tuesday 16th of November in the morning
- d) a legally binding contract was never formed between Fabrizio and Lucila in English Contract Law

✓ **Question 6.** Under English Contract Law, did Fabrizio validly revoke his offer to Lucila?

- a) Yes, he validly revoked his offer when he went to see Giulia's surfboard at the address provided in the add
- b) Yes, he validly revoked his offer when he asked his friend Maurizio to inform Lucila her that he had found another surfboard and no longer wished to purchase hers
- c) No, he did not validly revoke his offer to Lucila because the revocation took place within the time period he had given to Lucila to accept the offer → French.
- d) None of the above

✓ **Question 7.** What would be the position of French Contract Law, in relation to the revocation of Fabrizio's offer to Lucila?

- a) French law would consider that the revocation was effective } but
- b) French law would consider that the revocation was abusive } del
- c) French law would consider that Fabrizio may incur liability
- d) all of the above

✓ **Question 8:** Article 2:202 of the Principles of European Contract Law provides that:

(1) An offer may be revoked if the revocation reaches the offeree before it has dispatched its acceptance or, in cases of acceptance by conduct, before the contract has been concluded under Article 2:205(2) or (3).

(2) An offer made to the public can be revoked by the same means as were used to make the offer.

(3) However, a revocation of an offer is ineffective if:

(a) the offer indicates that it is irrevocable; or

(b) it states a fixed time for its acceptance; or

(c) it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.

Under this article, did Fabrizio validly revoke his offer to Lucila?

a) Yes, he validly revoked his offer to Lucila when he went to see Giulia at the address provided in the add

b) Yes he validly revoked his offer when he asked his friend Maurizio to inform Lucila her that he had found another surfboard and no longer wished to purchase hers

c) No, his revocation was ineffective because consideration had been provided

d) No, his revocation was ineffective because it had taken place before the end of the period he had fixed for its acceptance

Question 9. Now imagine that the communication between Fabrizio and Lucila had taken place via email, rather than via post, so that Lucila had sent Fabrizio an email on Friday 12th of November 2021 informing him that she had decided to sell him her surfboard for the proposed sum of £80. The email arrived on Fabrizio's server a few minutes later, however, Fabrizio was not able to see the email then as it was automatically sent to its spam folder. Fabrizio only saw the email the next day when he checked his spam folder around noon. The rest of the scenario remains identical. Indicate which of the following statements best represents the opinion of the majority of authors in English Contract Law:

a) a legally binding contract was formed when Lucila sent the email to Fabrizio informing him of her decision to sell him her surfboard for the proposed sum of £80 on Friday 12th of November 2021.

b) a legally binding contract was formed when the email arrived on Fabrizio's server a few minutes after it was sent.

c) a legally binding contract was formed when Fabrizio read the email on Saturday 13th of November 2021

d) none of the above

Part II. Answer questions 10 - 20 below:

Question 10: Miguel used to work as a shop attendant in a pub in London. However, his mother, Mariana, insisted that he should quit his job in order to become a doctor. In February 2012, Miguel had moved to Oxford to take a degree in medicine after his mother promised to give him £1,000 a month for rent and maintenance during his studies. Miguel, who has not been very studious and had to re-sit many exams, has still not graduated. Mariana is very upset about this and has now stopped sending money to Miguel. Has a legally binding contract been formed between Miguel and Mariana under English Contract Law:

- a) No, because of the presumption that domestic agreements are based on mutual trust, ties and affection. *→ Yes, but is this a legally binding contract? → No! Reason!*
- b) Yes, because at the time of the agreement, Miguel and Mariana were not in a very close relationship. *Correct this one.*
- c) Yes, because Miguel had provided valid consideration.
- d) none of the above

Question 11: Amelia recently hired a cleaner called Alexa. Alexa cleans Amelia's house for 6 hours each week and is paid £60 per week. Last week, Amelia asked Alexa if she would be prepared to do extra work for her as she was planning to have a party and all of the patio furniture needed polishing, the conservatory windows needed cleaning and the decking needed to be scrubbed. Alexa carried out the additional tasks which took her 6 hours.

Amelia was extremely pleased with Alexa's work and told her that there would be a bonus in her pay packet the following week.

When Alexa was paid at the end of the following week she was surprised to see only £60 in her pay packet especially due to the fact that she had worked 12 hours instead of her usual 6, in cleaning the deck, windows and furniture as requested. Amelia has now refused to give her the bonus. She says that her promise of payment came after the additional cleaning had been carried out. How would English Contract Law approach this scenario?

- a) English would consider that the consideration was given before the promise was made.
- b) English law would consider that past consideration is not normally good consideration.
- c) English law would apply the exception to the rule of past consideration considering that Alexa carried out the cleaning at the request of Amelia, that the parties would have understood that the work would be rewarded in some way, as Alexa is Amelia's employee and it is usual that if an employee works extra hours they are paid for them, and the payment would have been capable of legal enforcement if it had been promised beforehand.
- d) all of the above.

? ✓ **Question 12:** In the English case of *Gibson v Manchester City Council* (1979), how did the House of Lord construe the letter from the City Council stating that it 'may be prepared to sell the house' to Mr Gibson for £1,180?

- a) as an invitation to treat
- b) as an offer
- c) as a counter-offer
- d) as consideration

✓ **Question 13:** In the French case of the *Exploding lemonade bottle* (1964), a customer claimed damages in contract for the injury that he had suffered when a bottle of Vittel Lemonade exploded as he took it out of his basket at the checkout, but before it had been paid for. Which of the following statements accurately reflects the decision of the court?

- a) the customer was not able to claim damages in contract as the display of the bottle of Vittel Lemonade in the shop constituted a mere invitation to treat. *Fr.*
- b) the display of the bottle of Vittel Lemonade in the shop constituted an offer which had not yet been accepted by the customer as he had not paid for it yet, and the customer was therefore not able to claim damages in contract.
- c) the customer was able to claim damages in contract as the display of the bottle of Vittel Lemonade in the shop constituted an offer which had been accepted the moment the customer placed the bottle in his basket.

- d) the customer was only able to claim damages in tort.

✓ **Question 14** In the English case of *Carlill vs. Carbolic Smoke Ball Co* (1893), which test did Bowen LJ use to decide whether the advertisement constituted an offer or an invitation to treat?

a) What the intentions of the offeror were. ^{seller}

b) What the intention of the offeree was. ^{buyer}

c) How the advertisement would be construed by an ordinary person.

d) None of the above

↳ Not construed... perceived.

✓ **Question 15:** In the French case of *Chastan vs. Isler* (1958), the offeror sent a letter to the offeree offering to sell his chalet to the offeree for 2.5 million Francs. The offeree responded that he planned to visit the chalet on 15th or 16th of August that year, and the offeror agreed. In the meantime, the offeror sold the chalet to someone else. Which of the following statements accurately reflects what the court held?

a) the offeror's response constituted a counter-offer and therefore no contract had been formed.

b) the offeror was free to revoke his offer at any time prior to acceptance.

c) the offeror had implicitly undertaken not to revoke his offer before the offeree's visit of the chalet.

d) all of the above

✓ **Question 16:** How does French law approach the battle of forms which occurs when two businesses are negotiating the terms of a contract, and each party seeks to impose its own standard terms upon the other?

a) it uses the 'first shot rule' whereby the first terms which have been offered by the offeror prevail

b) it uses the 'last shot' approach which considers that the latest terms referred to prior to performance prevail

c) it uses the 'knock-out' rule whereby the terms which contradict each other will cancel each other out

d) none of the above

✓ **Question 17:** In the English case of *Partridge vs. Crittenden* (1968), what did Lord Parker mean by 'business sense' when he said: 'I think when one is dealing with advertisements and circulars (...) there is business sense in their being construed as invitations to treat and not offers for sale'?

a) he was referring to the 'limited stock' argument whereby construing an advertisement as an offer would mean that the advertiser might find him/herself contractually obliged to sell more goods than they in fact owned

b) he was referring to the fact that the seller can no longer decide whether he wants to sell the product after the advertisement has been published.

c) he was referring to the need to protect the customers in contractual relationships.

d) none of the above

✓ **Question 18:** In English Contract law, what does the 'mirror image' rule refer to?

a) it refers to the fact that an invitation to treat does not constitute an offer

b) it refers to the fact that an offer can be revoked at any time before it is accepted

c) it refers to the idea fact that acceptance of an offer must be exactly on the same terms as the offer

d) all of the above

✓ **Question 19:** On the 23rd of January 2023, as Manon was browsing the internet, she saw a printer on the Sumsang website advertised on 'special offer' for 30€ and decided to buy it. She placed her order online on that same day, the payment was processed straight away and the website displayed a message saying that her order had been processed. 5 minutes later, she received an email confirming receipt of her order. After receiving several hundred orders in just a few hours, Sumsang realised that they had made a mistake in the price advertised and informed Manon, and all the other costumers who had placed an order, that they would not honour their orders for the printers. Since various customers complained, Sumsang replied explaining, firstly, that the Sumsang standard terms of sale published on their website affirm that Sumsang had the right to change the content of the website at any time including prices; secondly, that the display of price-marked goods is not an offer to sell goods but, merely an invitation to treat and that no contract has been formed since they had not yet dispatched the goods. According to the majority of authors,

how would English contract law approach this scenario?

offer...

a) English law would treat the display of the printers on the website as a mere invitation to treat

b) English law would consider that Manon made an offer when she placed the order online

This is the offer.

c) English law would consider that the contract was formed when Manon received the confirmation email

d) all of the above

Question 20. Under the UN Guiding Principles on Business and Human Rights:

a) States have a duty to protect human rights

b) Companies have a responsibility to respect human rights

c) Victims must have access to effective remedy

d) all of the above