

Revision flashcards (Ch.16, p. 362)

There is an example of a revision flashcard in chapter 16, p. 364 and there are some further examples here across a range of topics.

Tort: Negligence

<p>FRONT</p> <p>What is the neighbour principle from <i>Donoghue v. Stevenson</i>?</p> <p>Negligence Card 2</p>	<p>BACK</p> <p>You must take reasonable care to avoid acts or omissions which you can reasonably foresee would be likely to injure your neighbour.</p> <p>Lord Atkins</p>
<p>FRONT</p> <p>According to Lord Atkins in <i>Donoghue v. Stevens</i>, who is your neighbour?</p> <p>Negligence Card 3</p>	<p>BACK</p> <p>Who, then, in law is my neighbour? The answer seems to be persons who are so closely and directly affected by my act that I ought reasonably to have them in my contemplation as being so affected when I am directing my mind to the acts and omissions that are called into question.</p> <p>Lord Atkins</p>
<p>FRONT</p> <p>Which case reconsidered and restated the neighbour principle from <i>Donoghue v. Stevenson</i>?</p> <p>Negligence Card 4</p>	<p>BACK</p> <p><i>Caparo Industries v. Dickman</i> [1990] 1 All ER 568</p>
<p>FRONT</p> <p>What three principles were established in <i>Caparo v. Dickman</i> as relevant when considering whether there is a duty of care?</p> <p>Negligence Card 5</p>	<p>BACK</p> <ol style="list-style-type: none">1. Reasonable foresight of harm2. Sufficient proximity of relationship3. Whether it is fair, just and reasonable to impose a duty.

Tort: Remedies

<p>FRONT</p> <p>What are special damages?</p> <p>Remedies Card 1</p>	<p>BACK</p> <p>Special damages are those which are capable of being calculated at the time of the trial and which can be presented to the court in a form of calculation such as:</p> <ul style="list-style-type: none">* Loss of earnings before trial* Medical expenses prior to trial* Damage to property
<p>FRONT</p> <p>What category of damages does loss of future earnings falls within?</p> <p>Remedies Card 2</p>	<p>BACK</p> <p>General damages.</p>
<p>FRONT</p> <p>If the successful claimant is awarded 1p in damages, what category of damages has the judge used?</p> <p>Remedies Card 3</p>	<p>BACK</p> <p>Contemptuous damages.</p>
<p>FRONT</p> <p>Why might a judge award contemptuous damages?</p> <p>Remedies Card 4</p>	<p>BACK</p> <p>Contemptuous damages are awarded when the level of harm caused to the claimant is low and the court feels that the claimant was wrong to bring a claim.</p>
<p>FRONT</p> <p>What are nominal damages?</p> <p>Remedies Card 5</p>	<p>BACK</p> <p>Nominal damages are awarded when the claimant has a good claim in tort but has suffered little damage. Typically, such damages are awarded when the claimant was seeking an injunction as a primary remedy.</p>

Crime: Sexual Offences

FRONT

What is the definition of rape?

Sexual Offences Card 1

BACK

Section 1(1) of the Sexual Offences Act 2003 defines rape as the intentional penetration of the vagina, anus or mouth of another who does not consent to the penetration and who the defendant does not reasonably believe does consent.

FRONT

What is the *actus reus* of rape?

Sexual Offences Card 2

BACK

Penetration of the vagina, anus or mouth without consent.

FRONT

What is the *mens rea* of rape?

Sexual Offences Card 3

BACK

1. Intentional penetration.
2. Lack of reasonable belief in consent.

FRONT

What is the definition of consent?

Sexual Offences Card 4

BACK

Section 74 of the Sexual Offences Act 2003 defines consent as agreement by choice by a person who has freedom and capacity to make that choice.

FRONT

Where are the conclusive presumptions about consent found?

Sexual Offences Card 5

BACK

Section 76 of the Sexual Offences Act 2003

Contract Formation

<p>FRONT</p> <p>What is an offer?</p> <p>Contract Formation Card 1</p>	<p>BACK</p> <p>An offer is a proposal or promise by one party (offeror) to enter into a contract on a particular set of terms with the intention of being bound as soon as the offer is accepted.</p>
<p>FRONT</p> <p>Who is the offeree?</p> <p>Contract Formation Card 2</p>	<p>BACK</p> <p>The offeree is the person who receives the offer whose acceptance is needed for a binding contract to be made.</p>
<p>FRONT</p> <p>What is 'an expression of willingness to receive offers'?</p> <p>Contract Formation Card 3</p>	<p>BACK</p> <p>An invitation to treat.</p>
<p>FRONT</p> <p>What is the principle in <i>Partridge v. Crittenden</i>?</p> <p>Contract Formation Card 4</p>	<p>BACK</p> <p>An item displayed in a shop window with a price attached is an invitation to treat and not an offer.</p>
<p>FRONT</p> <p>What is the leading case on unilateral offers?</p> <p>Contract Formation Card 5</p>	<p>BACK</p> <p><i>Carlill v. Carbolic Smoke Ball Co</i> [1893] 1 QB 256</p>