

For examiner's use

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4.

In order to answer the main issue of whether N has any remedies against M and whether N is legally obliged to pay the parking, ~~we~~ we have to look upon the sub issues. The first sub issue is whether the exclusion clause at the entrance and at the ~~cinema~~ cinema box office are valid and can be applied. The second sub issue is whether the prices printed on the back of the ticket had attracted N's notice. Whether the ~~the~~ clause can avoid N from claiming her personal injuries. ~~Lastly~~ Lastly, whether damages of ~~loss~~ loss of opportunity ~~can~~ can be applied. ~~the~~.

In detail, the ~~first~~ sub issue is whether the exclusion clause at the entrance and at the cinema box ~~can~~ valid and can be applied. Exclusion clause is clause that is used by ~~the~~ a company, usually the defendant, M ~~to~~ prevent ^{liability of} any negligence that may ~~occur~~ ^{occur} due to intentional and unintentional actions. As we can see the ~~clause~~ ^{sign} stated at the entrance just stated to refer to the cinema box for ~~the~~ ^{further} terms and conditions. However, as we know that N ~~is~~ ^{was} not going to enter the cinema as she just use the parking to park her car to visit her aunt and ~~she~~ ^{she} might not able to look at the conditions. ~~The form of notice of the display sign is shown~~ The form of notice of ~~the~~ ^{the} display sign ~~is shown~~ ^{can} be seen in Olay v Marlborough Court Ltd as the couple were not aware to win the claim as the form of notice was too late as the clause was put on their way to their bedroom instead of at the reception before they make any payment. Therefore, the clause ~~on~~ ^{on} the cinema box cannot be applied. ~~As~~ Besides that,

the cinema ~~always~~ ^{also} did not prohibit outsiders to
pass at the parking lot therefore ~~the~~ it should
put the chance at the entrance or to report
that the parking is only for their customers as they will
enter and eventually see the chance.

Next, the sub issue of whether the price printed
on the back of the ticket can ~~it~~ make the customer
notice of the price - ~~that~~ ^{there is} a form of
notice where there ~~was~~ ^{were} words "see back" and
~~the~~ it would notice the word and read the inquiries
this can be seen in the case of ~~more~~ ^{North} ~~Eastern~~ Railway when the defendant which was the
railway company ~~it~~ was free from liability and only
compensate to a maximum of £10. The word "see back" had
actually make the customer notice ~~as~~ ^{is} the price ~~it~~ were
not asked ~~it~~ elsewhere except ^{at the back of} ~~for~~ the ticket.

Next ^{sub} issue is whether the ~~the~~ clause can be applied
to prevent personal injury. This falls under s.2 of
unfair contractual term Act 1977, negligence. Negligence is
~~when~~ happens when personal injury has already been
~~part~~ done. As one was killed by the tri of paint
and breaking her new glasses. The clause ~~of~~ made by
in cinema seemed ambiguous and favourable to Mr
Side. Contra ~~preferentum~~ ^{rule} should be applied to ^{able}
the court to ~~check~~ ^{check} on the ambiguity and to ~~help~~ ^{help} ~~for~~ ^{for} the
company ~~who~~ ^{who} would ~~issue~~ ^{issue} or who made the clause.
In ~~the~~ ^{White v McGregor} ~~the~~ The Singer company
applied a clause to avoid any injury. ~~to~~ The court
held the clause was ambiguous and need to be altered.
Same goes to this clause as the negligence done ^{by} ~~was~~

M's employee and caused damage on her car, ~~and~~ glasses and personal injury. Therefore, the claim cannot be applied.

However, M has to pay the parking fee for the two ^{hour} ~~hour~~ ^{when} ~~when~~ M visited ~~to~~ her aunt.

Lastly, whether M can claim damage on loss of opportunity. The court held that ~~In Beattie v Traill~~, any substantial loss can be covered by this remedy because ~~it was~~ ^{not} the claimant's fault that ~~she~~ ^{she} was unable to return to work for ~~the~~ ^{six} months being £20,000 in self-employed earnings. She could have earned her salary if M was not injured and this seemed substantial. Law related is *Bevan v Taylor*. Therefore, loss of opportunity ~~is~~, damage can be applied.

In the end, the main issues of whether N has ~~any~~ ^{any} remedies against M and whether N is legally obliged to pay the parking fee. This can be concluded that M is liable for N's personal injury and the damage on her car and her expensive new glasses. N can also claim on loss of opportunity damage to claim on her disability to work for 6 months. However, M has to pay the parking fee for the two ^{hour} ~~hour~~ ^{when} ~~when~~ M visited ~~to~~ ^{her} aunt.

1.

In order to answer the main issue of whether A would be obliged by law to buy B's car and which court will be likely to hear the claim; ~~the~~ ^{we} should look upon the ~~one~~ ^{two} issue that may help in answering the main issues. First one issue is whether ~~the~~ ^{there} ~~the~~ ^{message letter} ~~from~~ ^{from} B to A is an offer or an ~~ITT~~ ^{invitation to treat (ITT)}. Second one issue is ~~whether~~ ^{whether} there was a ~~the~~ ^{counter} offer or just a ~~mere~~ ^{mere} question to negotiate. Third one issue is whether postal rule can be applied ~~on~~ ^{on} letters and instantaneous method of communication. ~~Lastly~~ ^{Lastly}, whether the postal rule applied first or ~~the~~ ^{the} ~~acceptance~~ ^{revocation}.

First of all, the first one issue is whether the letter from B to A is an offer or an ~~invitation to treat~~ ^{(ITT) invitation to treat} ~~offer~~ ^{offer}. ~~It~~ ^{It} is a statement that induces a party to make an offer with the party who issued the (ITT). In the case of Gibson v Manchester City Council. The ~~offer~~ ^{offer} statement of price of the landlord ~~was~~ ^{was} a merely an ITT as it opens to negotiation. ~~and~~ ^{In} this case it is an ~~offer~~ ^{bilateral offer} made by B ~~to~~ ^{to} A as ~~it~~ ^{it} is a bilateral contract, the offeror, who is the one makes the offer offers to sell goods to the offeree, the one who will be ~~accepting~~ ^{accepting} the offer ~~with~~ ^{directly}, one to one and stated ~~the~~ ^{the} price as stated in ~~Partridge v Critchley~~ ^{Partridge v Critchley} but in this case it was an ITT as the birds are protected birds. Additionally, ~~it can be~~ ^{it can be} ~~and~~ ^{and} ~~the~~ ^{the} ~~offer~~ ^{offer} ~~the~~ ^{the} ~~fact~~ ^{fact} that it is a direct communication between A and B; it was not posted on one advertisement which most ITT ~~are~~ ^{are} posted as advertisement. Next issue is whether ~~there was a counter offer~~ ^{there was a counter offer} ~~letter from B to A~~ ^{letter from B to A} made by A or just a mere question to negotiate. ~~ITT~~ ^{counter} offer will revoke the original offer if we follow the

law principle. In Hyde v Wrench, the court held that the ~~offer~~ ^{counter} offer had revoked the original offer and the one who made the counter offer a new offer and the old contract ~~will~~ ^{would} be void and a new contract would be made. However in this question, A sent the fax to B as soon she received the letter, asking about the payment on four months installment. This is a statement of question not a counter offer and instant communication is listed under exception of postal rule as acceptance would be communicated. Her question was not communicated as B did not reply anything to A ~~answering~~ ^{answering} that the fax is not checked yet. In Entores Ltd v Miles Corporation, ~~stated~~ the court stated that in order to make a binding contract, the acceptance must be communicated.

Consequently, ~~the~~ ^{the} third issue is whether the postal rule can be applied on the letter ~~and~~, fax ~~and~~ the ~~text~~ message on the voicemail service. Postal rule is a rule set for postal which a manual method of communication which mostly ^{used} by letters. ~~In~~ ^{In} Adams v Lindsell, when a postal rule is applied, the ~~text~~ ^{acceptance} is communicated as soon as the letter ~~is~~ ^{is} posted and do not need ~~to~~ to be read. However, it does not apply on instantaneous method of communication including email, fax, text and phone calls. In this question the ~~fax~~ ^{A's} message acceptance to by B is sent by letter on 9th May stated that acceptance is already communicated. *

~~Although~~ Last issue is whether the ~~letter~~ ^{letter} or ~~postal~~ ^{postal} rule acceptance applied first or the ~~revocation~~ ^{revocation} of A to B by voice mail. ~~Although~~ ^{It is not} ~~B has~~ ^{conduct} of the offeror as B did not state to A to ~~it~~ can or leave


any message on the phone line and he did not
take any method of communication specifically.

Although, B listened to his voicemail messages then
opened his post; The postcard had been accepted
on the May 9th and the revocation was too late.

Revocation must be made before acceptance is communicated.

Therefore, the acceptance by letter came first then the
voice mail.

To summarize, the main issues can finally be
answered: ~~It is~~ A is obliged by law to buy B's car and
if continuing dispute arises, they can bring this ^{case} ~~into~~
on the civil court; ~~at~~ the county court or High Court.



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~~In order to answer the main issue of this question, we / of~~

In order to answer this question, there are four issues that can be extracted from this question. First issue is whether the statement ^{of facts} made by B ~~is~~ ^{for} will lead to defamation. Second issue is whether B is liable as he was the ^{best} journalist and under section 2 of ^{defamation} ~~defamation~~ Act 2003, there is a list of people who would be liable under publication rule. Third issue is whether B ^{speech} ~~statement~~ in the house of commons fall under qualified privilege and whether the statement made ^{with} ~~by~~ element of malice. ^{Consequently, whether Reynolds} ~~defence~~ ^{defence} can be applied for C to sue B and the newspaper, alleging that he had been falsely accused by corruption. Lastly, whether the newspaper ^{and B} ~~has~~ should be liable under the ^{article} ~~defamatory statements~~ ^{published in the} ~~made on the~~ newspaper.

In detail, the first issue is whether the statement of facts made by B will lead to defamation. ~~But~~ under ~~defamation~~ Act 2003, in order defamation to occur, the statement must be defamatory, ~~the~~ ^{the} ~~not~~ defamatory facts are passed to the 3rd party and must be published. In ^{and a drop in the claimant's reputation} ~~Neve Wilson~~, ~~it was said~~ ^{there are 2 questions} ~~that~~ ^a ~~statement~~ ^{that} ~~must~~ ^{must} ~~stated~~ ^{stated} that she was arrogant and would ~~spread~~ ^{would} ~~the~~ ^{would} ~~bulldozers~~ ^{bulldozers} and contractors from the construction area to look down or to work at the wall when she passed that area. ^{That} ~~That~~ ^{is} ~~is~~ ^{statement} ~~statement~~ was a defamatory statement as it would lead to a damage of reputation. In this question, his ^{assertion} ~~statement~~ ^{is} ~~is~~ ^{was} a valid defamatory statement. Moreover, his message was ~~also~~ ^{also} heard by the people in the house of commons and the people might think that C is ~~actually~~ ^{actually} ~~is~~ ^{is} ~~corrupted~~ ^{corrupted}.

Chief Executive to accept the pay from A to support his
idea of developing his estate.

Next, the issue of whether D is liable ~~or not~~ ^{on what}
he published in the newspaper. In section 8 of Defamation
Act 2003, it is stated that there is no
other party who is liable except the author, editor
or the publisher. ~~In the case of V Faber Faber~~ ^{In the case of}
~~the defendant in the case of Hendrix~~
~~the defendant~~ ^{V Faber Faber}, although the words said by the
artist of Hendrix was said in the past but once the
publisher posted it in this era which do not able to
accept the ~~so~~ ^{words} ~~words~~ ^{words} ~~words~~ ^{words} as normal words. It
was a defamatory fact as this statement had brought
the claimant's reputation to decreased although it is true
fact. The publisher is liable of his conduct of posting
the fact that might be untruthful to post in this
era.

Then, the third issue is whether the ~~statement~~ ^{speech}
in the House of Commons falls under qualified privilege
and whether it was made with malice or not. First, in
section 7 of Defamation Act 2003, the speeches and
debates in the House of Parliament falls under it. And
since it is protected under qualified ~~privilege~~ ^{privilege}, the
opposition cannot ~~take an action~~ ^{take an action} against it. However, ~~it is not~~ ^{whereas to although}
~~is made with malice~~ ^{is made with malice} - malice is a spiteful, sick and
hard heart statement. ~~that~~ ^{that} malice is an exception under
qualified privilege. Whatever statements covered under qualified
privilege but made ~~that~~ ^{with} malice, ~~that~~ ^{it} gives power to
the other party to ~~take~~ ^{take} action against it. In the case of
Angel Hitzman v. The defendant sent a letter to a
~~third party taking bad about B's talent in running a business~~
~~but read by a third party saying his opinion~~
but it is made with malicious statement. Although the

defendants defended himself by testifying that he was covered under qualified privilege but the existence of malice made ~~the~~ him liable of his defamatory letter.

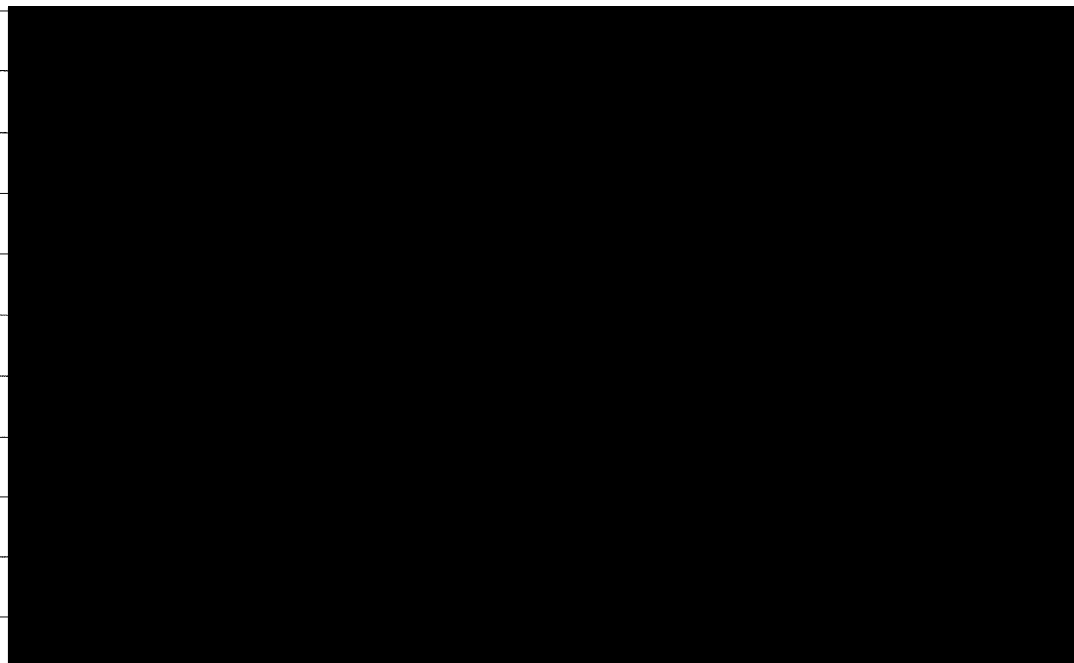
Consequently, the next move is whether Reynold defence can be applied ~~made~~ - in Reynold Defence; ~~to~~ the defendant will escape the liability if he made the statement fair with the expectation of the other defined party.

In Reynolds v Times Newspaper Ltd - The prime minister of
 the UK was detained to ~~have~~^{be} having in leadership ruin
 and had misled his country - This statement is obviously
 a quantified ~~mis~~^{made under} ~~judgment~~^{misjudgment} as it is to attract public
 interest but Reynolds defence cannot be applied due to
 the gap ~~that~~ of his explanation of his actions was
 excluded in that article. ~~made~~ Therefore, in this
 question D did not intend any comment
 from C or A and it seemed unreasonable that detaining
 the both parties that they might be convicted or
~~misleading~~ misleading C & B power as the chief executive.

Letting, whether ^B and the newspaper would be
liable for the statements published in the article.
In addition, the newspaper had never ~~examined~~ examined
in detail the proceeding of ~~the~~ the ^{planning} ~~thing~~ committee
of the local council of Lord A's ^{planning} ~~and~~ application and no
other member of the committee was approached. This
shows that D and the newspaper was biased on the
B's side and would be liable for publishing
a defamatory ~~as~~ article that did not include any
statements about Lord's A planning application.
Therefore, here the legal position of the editor of
the newspaper ^{and B} ~~is~~ ~~that~~ are ^{the} ~~that~~ ^{liable} ~~liable~~ on ~~the~~ ^{the} publication.

And make statement made in the house of commons.

Lord A and C will be the defendant.



19	<p>In order to answer the main issue of whether K has any remedies against the police we moved back upon the sub issue in the question. The first sub ^{was known} issue is whether there is ^{the} a stop and search happened and whether the police had respect the conditions laid down in the Act. Next the sub ^{first} issue of whether he has the power to seize ^{remove} her coat and hat in public and to seize her knife that she bought for her marriage life. Then, the issue of whether the arrest ^{the arrest} made by L to K was lawful. In addition, whether the stop-searched was lawful and is the stop-searched amount to harassment, alarm and distress. Lastly, whether she was unlawfully treated in the custody and.</p> <p>In detail, the first issue is whether there is ^{the stop and} search happened to K was ^{was} lawful. Under section 1(1) of PACE 1984 police and an the stop and search should be held in public. In section 1(2) ^{and section 1(3)} the police must have reasonable grounds that the K must have prohibited articles or dangerous items on her, in this question she ^{he} was searching for stolen ^{stolen} the stolen drugs. In of ^{the} this question, a ^{the amount of} stop and search was lawfully conducted but until she was asked to remove her coat and hat. The responsibility of the police to suspect a woman stole drugs can be accepted by but to remove clothes ^{clothes} needed to be done in a private area authorized by the police. In the private ^{private} car. There was ^{is} a breach of section ^{section} 2(4) of PACE 1984 - as ^{and} the police ^{police} was ^{was} unreasonable ^{unreasonable} to use force against her. to ^{would} The kitchen knife can ^{will} be seized under section 1(b) of PACE Act to be ordered that if dangerous items that might and her to escape and commit offences. However ^{although}.</p>
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~~In addition, the next ~~that~~ ~~the~~ ~~issue~~ ~~is~~ ~~whether~~
~~the~~ ~~do~~ ~~did~~ ~~not~~ ~~intend~~
~~the~~ ~~knife~~ ~~was~~ ~~brought~~ ~~to~~ ~~injure~~ ~~to~~ ~~or~~ ~~aid~~ ~~her~~ ~~to~~
~~further~~ ~~offence~~ ~~but~~ ~~this~~ ~~will~~ ~~be~~ ~~a~~ ~~breach~~ ~~in~~ ~~Art~~ ~~6~~~~

Additionally, the next ~~and~~ issue is whether the arrest made by L was ~~lawful~~ ^{lawful}. In section 24 of the PACE Act 1984, it is stated that ~~arrest~~ ^{arrest} is lawful when the police see the suspect is conducting an ~~offence~~ ^{arrestable} offence, has ~~about~~ ^{committed} the offence and the police ~~suspect~~ ^{suspect} that further ~~or~~ offences would be committed. In section 24(6), the police ~~reasonable~~ ^{may} think that the suspect will commit an offence and 24(7) ~~the~~ ^{they} ~~police~~ gives the power to the police to arrest the suspect to prevent further offences to be committed. Therefore, with the reason of the foundation of the large urban unit made ~~not~~ ^{it} would ~~the~~ ^{he} would commit ~~to~~ ^{an} arrestable offence. Therefore, the arrest was ~~lawful~~ ^{lawful}. ~~that~~ ^{however} ~~the~~ ^{the} was not told ~~the~~ ^{the} reason ~~for~~ ^{for} the arrest. In *Munir v DPP*, it was held that the arrest was unlawful as the police did not inform the suspect although it was obvious.

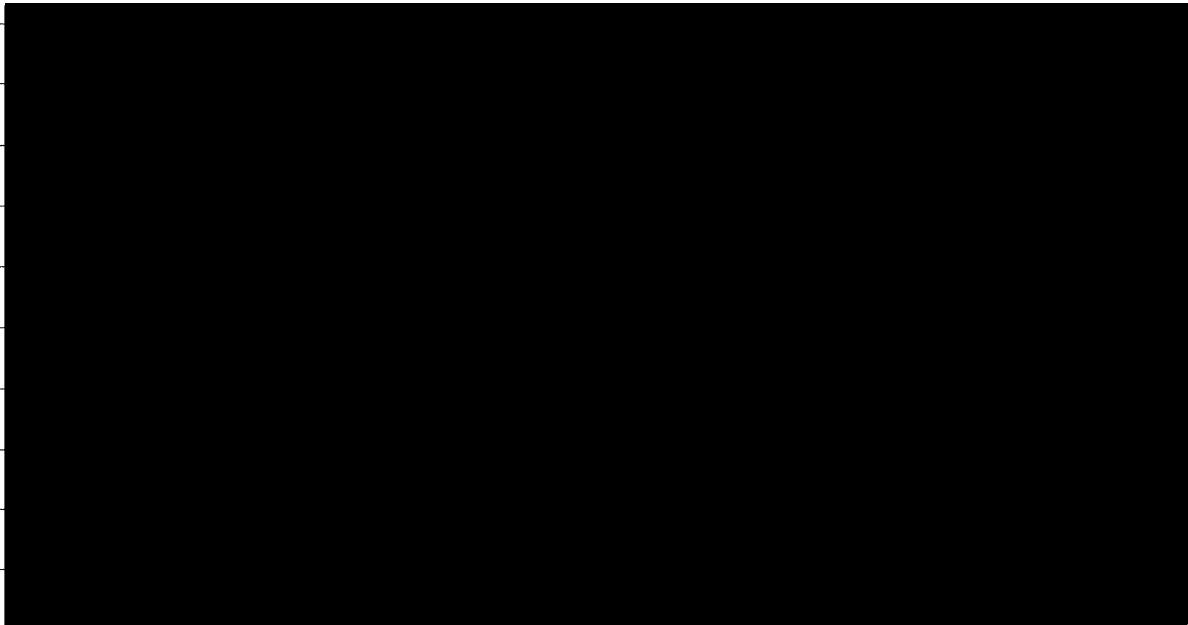
Consequently, the next ~~and~~ issue is whether the strip searched ~~proper~~ ^{proper} & ~~lawful~~ ^{lawful}. In this question, it was not stated the gender of the police who strip-searched. It is laid down in the Act that under section 55 of PACE Act, ~~the~~ ⁱⁿ order ~~the~~ ^{to} intimately search the suspect, ~~the~~ ^{the} ~~the~~ ^{the} ~~arrest~~ ^{arrest} must be in ~~private~~ ^{private} and by ~~the~~ ^{the} same sex ~~gender~~ ^{gender}. This can be seen in this question, ~~most~~ ^{most} the cell is not ~~private~~ ^{private} as ~~the~~ ^{the} many other ~~people~~ ^{people} could see L ~~her~~ ^{her} and ~~if~~ ^{if} the police was a male, it makes the conduct more unlawful. ~~that~~ ^{therefore}, there is a ~~breach~~ ^{breach} in section 55 of PACE Act ~~the~~ ^{the} ~~her~~ ^{her} clothes ~~that~~ ^{that} were

must be under her consent to respect section 61 of
~~the~~ PACE Act as example for further examination.

Moreover, ~~the~~ that one issue is whether the strip and
 searched amounted to Harassment, ~~Alarm and distress.~~
~~Alarm and distress.~~
 If it was done by a police officer then there
 may be a harassment, alarm and distress. ~~the~~ Harassment,
 alarm and distress fall under section 5 of ~~the~~ Public
 Order Act - ~~that~~ ~~there~~ in this case of DPP v. Osman,
 it is concluded that a police officer can be held
 guilty if he or she conducts this offences. Therefore,
 due to the ~~unpleasant~~ strip - searched in the cell
 that can be seen by others ~~at~~ through naked eyes
 and the cameras found in every cell. It is also
 late to inform her ^{mother} ~~parent~~ ~~as~~ ~~she~~ ~~must~~ ~~be~~ ~~a~~
~~child~~ ~~at~~ ~~under~~ ~~18~~ and this breaks the act as ~~the~~
 police should inform any relatives as soon possible of
 the ~~arrest~~ arrest.

Last issue on ~~the~~ whether she was being
 treated in the custody as she was given
 to legal advice and ~~she~~ was not offered a meal
 history + eat and drink. This breaks the
 act of the ~~the~~ custody officer's role is to
 provide ~~the~~ ^a food ~~to~~ a legal advisor as soon
 as ~~she~~ ^{she has been} arrested and food ~~and~~ and drink
 should be given. ~~to protect~~ ~~from~~. Therefore, the
 remedy that is ~~the~~ get against the police is that
 we can sue the police for damages as the brought
~~in~~ strip and search, arrest, strip-searched and
 the treatment she had ~~the~~ received in the custody
 as the police ~~as~~ ~~has~~ ~~acted~~ ~~and~~ ~~unlawfully~~.

we ^{can} ~~try~~ to claim on damages ^{or prison conviction} ~~with~~ on her ~~liabilities~~ ^{and} ~~too~~ ^{or imprisonment}
harassment done to her too ~~and~~



Question
number

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