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Titulaire(s) du cours : Géraldine Gadbin-George

Durée de l'épreuve : 1h30mn

Document(s) autorisé(s) : Aucun

Ce sujet comporte 3 pages. Avant de composer, veuillez vous assurer que le document est complet.

You are an English solicitor. Further to the legal advice you gave him on 1 December 2022, Mark Dollhouse, the manager of Luvmybike Ltd (a successful company which owns two bicycle shops, one in Manchester and the other in Bath), comes back to see you seeking further advice on the following four issues **(4 questions, 25% each)**.

These four questions are independent from each other, which means you can start with whichever one you want. Your advice can be brief but must be precise.

QUESTION 1

You remember that Mark' employee, Sophie Turnover, who has a bachelor's degree in management from Plymouth university, runs the Bath shop. She has commercial skills but no technical ones as she received no training for it. Repair works at the Bath shop are usually carried out by Ron Thebest, a shop employee.

Late December 2022, whilst Ron Thebest was on holiday, Sophie Turnover was contacted by Bernard Inot, the retired five-time runner-up of the Tour of Britain cycle race. He told her he needed the rear gears on his favourite bike changed as soon as possible. He planned to take part in a local competition the following weekend. Despite Ron Thebest's absence and her limited skills, Sophie Turnover accepted and did the work herself.

Yesterday, Sophie Turnover informed Mark Dollhouse that she had received a letter from Bernard Inot's solicitors threatening legal action further to Bernard Inot

sustaining extensive physical injury in an accident which occurred during that local race.

Bernard Inot's solicitors allege that the bike rear gears were not adjusted correctly, causing them to break, leading the chain to jam and 70-year-old Bernard Inot to fall heavily.

Mark Dollhouse wants to know against whom Bernard Inot's claim is likely to be brought, on which grounds, before which court, which procedural rules would apply and what defence(s) would be available (if any). Any other relevant advice is welcome.

QUESTION 2

Mark Dollhouse runs the Manchester shop. In November 2022, Peter Rollington came to see him to discuss the possible purchase of a Luxurio bike. He had seen it in the shop window and had been drawn to the name "Luxurio" which, he said, conveyed the idea of a "top quality product".

The sale price of a Luxurio bike is £100 which is at the low-end of the price range. When Peter Rollington first approached Mark Dollhouse, he insisted on the fact that he wanted a "proper solid top quality bike". Mark Dollhouse admits that he just vaguely nodded his head but made no specific comments. Peter Rollington purchased the bike.

However, yesterday, he came into Mark Dollhouse's shop, shouting that his "Luxurio fell into pieces, the quality was very poor". He added: "I will see you in the Magistrates court as you lied to me about the quality of that bike".

Mark Dollhouse wants to know what remedy/ies Peter Rollington is likely to seek, on which grounds, before which court and what defences Luvmybike Ltd could rely on (if any). Any other relevant advice is welcome.

Question 3

Mark Dollhouse informs you that in October 2022, Luvmybike Ltd entered into a contract with Quickwheels Ltd, a company based in London which imports cheap coloured bike wheels from China. The contract provided for the delivery of 100,000 pairs of bike wheels for £75,000.

Luvmybike Ltd paid the full purchase price upon signing the contract. However, on the due date for delivery, the lorry (belonging to Quickwheels Ltd) transporting the wheels was struck by lightning and caught fire. One fifth of the wheels were destroyed in the fire, the rest were saved and delivered to Luvmybike Ltd the same day.

When Mark Dollhouse called his contact at Quickwheels Ltd to seek a refund of one fifth of the price paid, he was told: "why should I pay you back? It is not my fault if there was a storm. I am keeping my money".

Mark Dollhouse wants to know if the contract between Luvmybike Ltd and Quickwheels Ltd was performed and the parties discharged of their obligations; if not, if he can return the wheels delivered; any further relevant advice is welcome.

Question 4

Mark Dollhouse informs you of a problem which his wife Sarah is facing and on which she wants legal advice. Sarah Dollhouse is a fashion designer. She is considering entering into a contract of employment with Top Fashionista, a chain of women's clothes shops.

However, the draft contract provides that: "the employee undertakes, as and when required by her employer, to go into shops which belong to competitors to look at their designs and copy or imitate them as much as possible, in order to enable the employer, Top Fashionista, to sell such clothes in its shops. Of course, this cannot be construed as counterfeiting or any other criminal offence. However, should any dispute arise with a third party, the employee accepts full liability for his/her designs".

Sarah Dollhouse is reluctant to sign the contract and is concerned about the possible consequences of signing it as it stands. Top Fashionista's managing director also told her that if she doesn't enter into the contract with them, Sarah Dollhouse will be black listed and will never be able to get another job in the fashion industry.

What advice do you give Sarah Dollhouse about such a clause? And should she sign the contract, what remedies could she possibly seek afterwards?