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This syllabus is designed in accordance with the MGIMO Educational Standard for the Bachelor Program in International Affairs.

Author _____ Associate Prof. A.V. Shashkova

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PART 1. COURSE DESCRIPTION AND TEACHING METHODS

1.1 The place and role of the course in the overall curriculum:

The course “COMPARATIVE CIVIL LAW” is intended to provide knowledge on Russian civil law in comparison with UK civil law and Incoterms. An emphasis is placed on the following matters: moment of conclusion of contract, obligation security means, breach of contract & remedies, termination of contract.

- Type of course: Elective
- Level of course: B.A.
- Year of study: 2nd, second semester
- Number of ECTS credits allocated: 3
- Name of lecturer and office hours:

Associate Professor of the Chair of Constitutional Law of MGIMO-University

Candidate of Law

Moscow Region Bar Lawyer

Honorary Consul for St. Vincent and the Grenadines

Phone: 8-495-434-9449

e-mail: a.shashkova@inno.mgimo.ru

1.2 The course goals and objectives:

The main goal of the course is to provide students with fundamental knowledge of the Russian civil law in comparison with UK civil law and Incoterms.

Course objectives are:

1. To introduce students to analyzing and evaluating situations from a legal perspective, identifying the essential elements of the Russian contractual system.
2. To orient students towards distinguishing between different types of forms of obligations and the ability of the main subjects of law (individuals and legal entities) to incur and fulfill legal obligations.
3. To provide students with understanding of the obligation security means.

1.3 Learning outcomes:

The basic principle of the course is interactive participation of students in getting fundamental knowledge on Russian civil law in comparison with UK civil law and Incoterms.

Classes are generally held to enhance motivation & initiative in learning Russian civil law.

Teaching methods used include interactive lectures, discussions, team work, case analyses.

The course emphasizes a problem solving approach.

By the end of this course students shall be able to:

1. Analyze and evaluate situations from a legal perspective.
2. Identify the essential elements of a contract.
3. Distinguish between obligation security means.
4. Explain breach of contract & remedies & cases of termination of contract.
5. Identify main provisions concerning UK law of contract & law of tort.
6. Understand the rules concerning international business transactions.

1.4 Course requirements:

Students shall attend at least 90% of classes and be prepared for discussion classes. Conscientious reading of the assigned materials is compulsory. Students shall also get acknowledged with the following legal acts & literature:

1. A. Shashkova. Study Manual on the Bases of Russian Law. Cambridge Scholars Publishing. – 2015.
2. A.Shashkova, Russian Company Law – textbook. M.: Izdatel'stvo Jurajt. – 2017. p.244. ISBN 978-5-9916-8565-8.
3. A.Shashkova, Russian corporate law : practical material. “MGIMO-University” Publishing House. 2018. p. 115. ISBN 978-5-9228-1901-5.
4. A.Shashkova, Financial & Legal Aspects of Doing Business in Russia, M. – 2011.
5. A.Shashkova, Russian Corporate Law, M. – 2009
6. The Constitution of the Russian Federation, dated 12 December 1993. <http://www.constitution.ru/en/10003000-01.htm>
7. The Civil Code of the Russian Federation, Part I No.51-FZ, dated 30 November 1994, Part II No.14-FZ, dated 26 January 1996
8. The Federal Law No.82-FZ “On Minimum Amount of Wages and Salaries”, dated 19 June 2000

Grading plan:

- Class participation, tests - 30%
- Essay – 10%
- Essay presentation – 10%
- Written exam – 50% (in class, 120 minutes).

PART 2. COURSE CONTENTS

2.1 Types of work

Types of work	Academic hours
Total	108
<i>Total for lectures, seminars</i>	32
Lectures	16
Seminars	16
Homework	76
Essay	36
Preparation for lectures, seminars	40

2.2 Course outline

Course Outline	Academic hours			
	Lectures	Seminars	Homework	Hours per topic
Topic 1 Russian Contractual Law	8	8	40	56
Formation of Contract	2	2	10	14
Means of Securing Obligations	2	2	10	14
Breach of Contract & Consequences	2	2	10	14
Non-Contractual Obligations	2	2	10	14
Topic 2 UK Contractual Law	4	4	18	26
Law of Contract	2	2	10	14
Law of Tort	2	2	8	12
Topic 3 International Business Transactions. ICC.	4	4	18	26
Formation of Contract. Obligations	2	2	8	12
Risk & Payment	2	2	8	12
Total	16	16	76	108

2.3. COURSE CONTENTS

Topic 1 «Russian Contractual Law».

Lecture 1.1 «Formation of Contract».

Summary: Distinctions between a contract & a transaction, forms of contracts, offer & acceptance, due execution of obligations.

Seminar 1.1 «Formation of Contract».

Lecture 1.2 «Means of Securing Obligations».

Summary: Mortgage, pledge, surety, bank guarantee, forfeit, earnest money, retaining.
Seminar 1.2 «Means of Securing Obligations».

Lecture 1.3 «Breach of Contract & Consequences».

Summary: Types of breach, remedies, termination of a contract.

Seminar 1.3 «Breach of Contract & Consequences».

Lecture 1.4 «Non-Contractual Obligations».

Summary: Obligations in tort, moral damages, vicarious liability.

Seminar 1.4 «Non-Contractual Obligations».

Reading list for Topic 1:

Essential Readings:

- Shashkova A. Study Manual on the Bases of Russian Law. Cambridge Scholars Publishing. – 2015.

General Readings:

- A.Shashkova, Russian Company Law – textbook. M.: Izdatel'stvo Jurajt. – 2017. p.244. ISBN 978-5-9916-8565-8.
- A.Shashkova, Russian corporate law : practical material. “MGIMO-University” Publishing House. 2018. p. 115. ISBN 978-5-9228-1901-5.
- A.Shashkova, Financial & Legal Aspects of Doing Business in Russia, M. – 2011.
- A.Shashkova, Russian Corporate Law, M. – 2009
- Modern Russian Law of Contracts: A Functional Analysis.
<http://digitalcommons.lmu.edu/cgi/viewcontent.cgi?article=1510&context=ilr>

Official sources:

- The Constitution of the Russian Federation, dated 12 December 1993
- The Civil Code of the Russian Federation, Part I No.51-FZ, dated 30 November 1994, Part II No.14-FZ, dated 26 January 1996
- The Federal Law No.82-FZ “On Minimum Amount of Wages and Salaries”, dated 19 June 2000
- The Arbitrazh Procedural Code of the Russian Federation No.95-FZ, dated 24 July 2002
- The Civil Procedural Code of the Russian Federation No.138-FZ, dated 14 November 2002
- The Civil Code of the RF, Part III No.146-FZ, dated 26 November 2001, Part IV No.230-FZ, dated 24 November 2006

Internet resources:

- www.pravo.gov.ru
- www.rsnet.ru
- www.legislature.ru
- www.consultant.ru
- www.garant.ru
- Stepanov, Dmitry, Articles of Association as a Form of Transaction (November 17, 2009). Civil Law Review, Vol. 9, pp. 4-62, 2009. <http://ssrn.com/abstract=1507850>

- Contract law in Russia and USA. <http://prezi.com/nhftwydd6oh5/contract-law-in-russia-and-usa/>
- A. Shashkova. PLEDGE – RECENT CHANGES IN RUSSIAN LEGISLATION. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/changes-russian-legislation.html>

Topic 2 «UK Contractual Law».

Lecture 2.1. «Law of Contract».

Summary: Formation of contract: offer, acceptance & consideration, estoppel, content of contracts, exclusion clauses, breach of contract & remedies.

Seminar 2.1. «Law of Contract».

Lecture 2.2. «Law of Tort».

Summary: Negligence, misstatement, loss, defenses, passing off.

Seminar 2.2. «Law of Tort».

Reading list for Topic 2:

Essential Readings:

- Shashkova A. Study Manual on the Bases of Russian Law. Cambridge Scholars Publishing. – 2015.

General Readings:

- BASIC PRINCIPLES OF ENGLISH CONTRACT LAW. <http://a4id.org/sites/default/files/user/documents/english-contract-law.pdf>
- Jack Beatson and Daniel Friedman. Good Faith and Fault in Contract Law. Published to Oxford Scholarship Online: March 2012
- Damages for breach of contract: a Russian and English law comparison. <http://uk.practicallaw.com/6-504-1460>
- 10 key facts about English contract law. <http://www.seqlegal.com/blog/10-key-facts-about-english-contract-law>

Internet resources:

- <http://www.legislation.gov.uk>
- <http://britishlawcentre.co.uk>
- <http://www.e-lawresources.co.uk>
- <http://www.outsourcing-law.com>
- <http://www.lawsociety.org.uk>
- *Fisher v Bell* [1961]. <http://www.e-lawresources.co.uk/Fisher-v-Bell.php>
- *Balfour v Balfour* [1919]. <http://www.e-lawresources.co.uk/Balfour-v-Balfour.php>
- *Bettini v Gye* [1876]. <http://www.e-lawresources.co.uk/Bettini-v-Gye.php>
- *Olley v Marlborough Court* [1949]. <http://www.e-lawresources.co.uk/Olley-v-Marlborough-Court.php>
- KEY ASPECTS OF THE LAW OF CONTRACT AND THE TORT OF NEGLIGENCE. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/key-aspects-of-the-law-of-contract-and-the-tort-of-negligence.html>

- DAMAGES. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/damages.html>
- THE TORT OF NEGLIGENCE. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/tort-negligence.html>

Topic 3 «International Business Transactions. ICC».

Lecture 3.1. «Formation of Contract. Obligations».

Summary: ICC: F-terms, E-terms, C-terms, D-terms, obligations of a seller & a buyer.

Seminar 3.1. «Formation of Contract. Obligations».

Lecture 3.2. «Risk & Payment».

Summary: Passing of risk, bill of lading, methods of payment, guarantees, letter of credit.

Seminar 3.2. «Risk & Payment».

Reading list for Topic 3:

Essential Readings:

- Shashkova A. Study Manual on the Bases of Russian Law. Cambridge Scholars Publishing. – 2015.

Official sources:

- INCOTERMS. <http://www.foreign-trade.com/reference/incoterms.cfm>
- UNCCISG. http://www.uncitral.org/uncitral/ru/uncitral_texts/sale_goods/1980CISG.html

General Readings:

- ICC INTRODUCES NEW INTERNATIONAL COMMERCIAL TERMS. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/icc-introduces-new-international-commercial-terms.html>
- Ralph H. Folsom, Michael W. Gordon. International Business Transactions: A Problem-Oriented Coursebook. 2012.
- INCOTERMS 2010: ICC OFFICIAL RULES FOR THE INTERPRETATION OF TRADE TERMS. <http://www.searates.com/reference/incoterms/fca/>
- INCOTERMS 2013. <http://www2.miq.com/cms/INCOTERMS2013/>
- Incoterms Definitions. <http://www.universalcargo.com/blog/bid/94731/Incoterms-Definitions-Part-3-DAT-DAP-DDP>
- UN Convention on Carriage of Goods by Sea (Hamburg, 1978)
- UN Convention on Contract for International Sale of Goods (1980)
- UNCITRAL Model Law for ICC (1985)
- UN Conventions on International Bills of Exchange & International Promissory Notes (NY, 1988)
- UNCITRAL Model Law on International Credit Transfers (1992)
- UN Convention on Independent Guarantees & Stand-by Letters of Credit (NY, 1995)
- UNCITRAL Model Law on Electronic Commerce (1996)
- UNCITRAL Model Law on Cross-Border Insolvency (1997)

Internet resources:

- <http://www.foreign-trade.com>
- <https://www.gov.uk/incoterms-international-commercial-terms>
- <http://www.universalcargo.com>

2.4 ESSAY TOPICS / EXAM QUESTIONS

1. In relation to the Law of Contract:
 - State what is meant by the term ‘mortgage’ and explain the form that a mortgage contract should take.
 - State to what extent it is possible for more than one obligation to be secured on the same property.
 - Describe how a commitment secured by mortgage can be further supported by a personal obligation entered into by a third party.
2. In respect to the law of contract explain the following:
 - Determining the moment of conclusion of a contract
 - Form of contract and legal consequences of breach of form of contract
 - Due execution of a contract (time, place, subject, way, currency).
3. In relation to the law of contract, state and explain the circumstances under which an individual or entity that is not a party to a contract can enforce the obligations under the contract.
4. In relation to the law of obligations, explain the meaning and operation of the following:
 - Forfeit
 - Pledge
5. An agreement between two parties stated “not subject to legal jurisdiction in the courts.” There was a breach of the contract and the plaintiff sued.
Shall the court consider the claim on its merits?
6. Lebedev borrowed 50 000 roubles from Rikov to be paid back by 20 December 2002. On 25 January 2003 Rikov died not receiving the debt. Rikov has a 20 year old son.
Has the obligation on payment of the debt terminated with the death of Rikov?
7. A bank and a J-SC “Step” concluded a contract of surety, which secured the return of the credit given to the debtor LLC “Zolotaya corona”. The commercial director of the J-SC “Step” signed the contract on behalf of the J-SC “Step”. However, under the Charter of the J-SC “Step” adoption of decisions concerning surety was referred to the jurisdiction of the board of directors. As the board of directors of the J-SC “Step” neither adopted the decision on entering into the contract of surety nor approved the transaction later, the J-SC “Step” filed a suit to the Arbitrazh court on recognition of the contract of surety as invalid because it was signed by the commercial director ultra vires.
 - Which is the relationship between the main obligation and the securing obligation?
 - Shall the suit be satisfied?
8. A crude oil refinery and a LLC “Sous-5” entered into a contract on elaboration of crude oil into crude oil production. Under the contract crude oil production had to be delivered to recipients, indicated by the LLC “Sous-5”. In the contract was the following provision: “The crude oil refinery keeps the elaborated crude oil production in its premises free of charge for 10 days. Later on the crude oil refinery will charge 0,3 USD per day for keeping of the elaborated production in its premises. In case of non-payment or delay in payment of the bailment services the crude oil production, equal in the sum of the indebtedness for the bailment services, will become the property of the crude oil refinery”.
 - Which obligation security means is provided in the contract?
 - Does the legislation provide the possibility of transfer of the retained property to the ownership of the retaining person?
 - Which is the procedure of realization of the retained property?

- Evaluate such provision in the contract.
9. Kireev badly needing money borrowed 10 000 roubles from Siniaev for two months. Siniaev agreed to lend the above sum if Kireev pledged the painting of Korovin, which was at the ownership of Kireev. The agreement on pledge was in the form of receipt, which Siniaev gave to Kireev, but there was no written agreement on pledge. The price of the painting was 20 000 roubles. In three months Kireev returned 10 000 roubles to Siniaev, but Siniaev refused to give the painting back to Kireev, telling that as Kireev delayed to return the money, the painting became the property of Siniaev.
- How will you resolve the case?
 - Will the decision be other if the agreement on pledge was in written form?
10. Elena is a wealthy businesswoman. Her friend Sasha has approached her with a view to securing her assistance to set up a new business. Elena is prepared to assist Sasha but does not want to take undue risks.
- Sasha has existing borrowings already secured by way of pledge over real estate that he owns.
- Sasha's bank is prepared to make funds available subject to Elena acting as surety. Elena is unsure what this entails and seeks appropriate advice.
- Explain what is the meaning of the term 'surety' and what is the nature of the legal relationship between debtor, creditor and surety.
 - Explain what are the rights and obligations of the surety if the arrangement goes ahead.
 - State how may the surety arrangement be terminated.
11. Alexander took out a mortgage five years ago in order to purchase a property. In the last year his income had reduced due to ill health forcing him to take a lower paid job. He now has serious financial difficulties and can no longer service the repayments on the mortgage.
- The company that advanced the money has reserved the right in the mortgage contract to dispose of the property to repay the debt in the event of default by the borrower. The company is now preparing to do this. The value of the property has been appraised and the lender has been informed that it is probably worth less than the value of the mortgage. This may result in an eventual loss when the security is realised. It is in serious disrepair and substantial work is necessary to restore it to a reasonable condition. The professional valuer has also stated that the property seemed to have been over-valued when the mortgage was originally executed.
- The Securities Manager is concerned that the lending company now has several mortgaged properties on which the company faces a prospect of loss. He is in favour of pursuing a quick sale of these in order to reduce administration costs, bringing them to market at a discount of up to 25%.
- Explain the steps that the lender will take to realise the security.
 - Explain whether the proposal by the Securities Manager to sell the properties quickly at a discount should be considered by the company.
12. Nosov has entered into a contract with a charity organization. Under the contract Nosov has promised to bequeath his flat to the charity organization and the charity organization shall pay him 50% of his retirement benefit for the term of life. Five years later Nosov died and left the testament under which all his property (including the flat) was bequeathed to the son of his friend. The charity organization applied to court with the suit to acknowledge the testament as contradicting the contract and therefore null and void.
- Which decision should the court take?
13. On Monday X offers to sell his car to Y for £5,000.

Y says he would like time to think about it and offers X £60 to keep the offer open until Thursday. X agrees and takes the £60.

On Tuesday X decides that he doesn't want to sell his car after all and, in passing, mentions this to you.

On Wednesday you happen to meet Y and tell him that X's car is no longer for sale. Y immediately text messages X with the words: "I'm accepting your offer".

a. Can X revoke his offer before Thursday?

YES/NO

b. When was the revocation effective?

c. Does Y have the contractual right to buy the car?

YES/NO

d. Any further advice to Y?

14. X says to Y: "I offer to sell you this car for £6,000."

Y replies: "What about £5,500?"

X says: "No, I'm not selling at that price."

Y says: "OK, I'll buy for £6,000."

X says: "Sorry, I've changed my mind and I don't want to sell after all."

Is X contractually bound to sell his car to Y?

15. 1 Oct: offer posted by L

8 Oct: revocation posted by L

11 Oct am: offer received by B

11 Oct pm: acceptance posted by B

15 Oct: revocation received by B.

20 Oct: acceptance received by L.

Is there a contract between B and L?

16. In relation to the law of contract, explain the meaning and effect of:

(a) the intention to create legal relations;

(b) the doctrine of privity.

17. In the context of the law of torts explain:

(a) the general meaning of tort;

(b) the specific meaning of the torts of:

(i) negligence;

(ii) passing off.

18. Explain the meaning of exclusion clauses, also known as exemption clauses, in contract law.

How are such clauses controlled:

(i) at common law;

(ii) by statute?

19. In the context of the UN Convention on Contracts for the International Sale of Goods, explain the obligations relating to price placed on the buyer.

20. Within the context of the UN Convention on Contracts for the International Sale of Goods, explain when risk for loss or damage to goods passes from the seller to the buyer.

21. Within the context of the UN Convention on Contracts for the International Sale of Goods, explain:

- an offer
- an invitation to treat
- a counter-offer.

22. Within the context of the UN Convention on Contracts for the International Sale of Goods, explain the meaning of, and rules relating to, damages for breach of contract.

23. Explain the seller's obligations in respect of requirements as to the quality of goods supplied, under Article 35 of the UN Convention on Contracts for the International Sale of Goods.

24. Within the context of the UN Convention on Contracts for the International Sale of Goods, explain the obligations placed on the contractual parties to preserve goods, in their possession, belonging to the other contractual party.
25. Within the context of the UN Convention on Contracts for the International Sale of Goods, explain the meaning of, and the rules relating to, the concept of ‘acceptance’.

Reading List for All Topics

Essential Readings:

- Shashkova A. Study Manual on the Bases of Russian Law. Cambridge Scholars Publishing. – 2015.

Official sources:

- The Constitution of the Russian Federation, dated 12 December 1993
- The Civil Code of the Russian Federation, Part I No.51-FZ, dated 30 November 1994, Part II No.14-FZ, dated 26 January 1996
- The Federal Law No.82-FZ “On Minimum Amount of Wages and Salaries”, dated 19 June 2000
- The Arbitrazh Procedural Code of the Russian Federation No.95-FZ, dated 24 July 2002
- The Civil Procedural Code of the Russian Federation No.138-FZ, dated 14 November 2002
- The Civil Code of the RF, Part III No.146-FZ, dated 26 November 2001, Part IV No.230-FZ, dated 24 November 2006
- INCOTERMS. <http://www.foreign-trade.com/reference/incoterms.cfm>
- UNCCISG. http://www.uncitral.org/uncitral/ru/uncitral_texts/sale_goods/1980CISG.html

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- A.Shashkova, Russian corporate law : practical material. “MGIMO-University” Publishing House. 2018. p. 115. ISBN 978-5-9228-1901-5.
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- A.Shashkova, Russian Corporate Law, M. – 2009
- Modern Russian Law of Contracts: A Functional Analysis. <http://digitalcommons.lmu.edu/cgi/viewcontent.cgi?article=1510&context=ilr>
- Stepanov, Dmitry, Articles of Association as a Form of Transaction (November 17, 2009). Civil Law Review, Vol. 9, pp. 4-62, 2009. <http://ssrn.com/abstract=1507850>
- Contract law in Russia and USA. <http://prezi.com/nhftwydd6oh5/contract-law-in-russia-and-usa/>
- A. Shashkova. PLEDGE – RECENT CHANGES IN RUSSIAN LEGISLATION. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/changes-russian-legislation.html>
- ICC INTRODUCES NEW INTERNATIONAL COMMERCIAL TERMS. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/icc-introduces-new-international-commercial-terms.html>
- Ralph H. Folsom, Michael W. Gordon. International Business Transactions: A Problem-Oriented Coursebook. 2012.
- INCOTERMS 2010: ICC OFFICIAL RULES FOR THE INTERPRETATION OF TRADE

- TERMS. <http://www.searates.com/reference/incoterms/fca/>
- INCOTERMS 2013. <http://www2.miq.com/cms/INCOTERMS2013/>
 - Incoterms Definitions. <http://www.universalcargo.com/blog/bid/94731/Incoterms-Definitions-Part-3-DAT-DAP-DDP>
 - UN Convention on Carriage of Goods by Sea (Hamburg, 1978)
 - UN Convention on Contract for International Sale of Goods (1980)
 - UNCITRAL Model Law for ICC (1985)
 - UN Conventions on International Bills of Exchange & International Promissory Notes (NY, 1988)
 - UNCITRAL Model Law on International Credit Transfers (1992)
 - UN Convention on Independent Guarantees & Stand-by Letters of Credit (NY, 1995)
 - UNCITRAL Model Law on Electronic Commerce (1996)
 - UNCITRAL Model Law on Cross-Border Insolvency (1997)

Internet resources:

- www.pravo.gov.ru
- www.rsnet.ru
- www.legislature.ru
- www.consultant.ru
- www.garant.ru
- <http://www.foreign-trade.com>
- <https://www.gov.uk/incoterms-international-commercial-terms>
- <http://www.universalcargo.com>
- <http://www.legislation.gov.uk>
- <http://britishlawcentre.co.uk>
- <http://www.e-lawresources.co.uk>
- <http://www.outsourcing-law.com>
- <http://www.lawsociety.org.uk>
- *Fisher v Bell* [1961]. <http://www.e-lawresources.co.uk/Fisher-v-Bell.php>
- *Balfour v Balfour* [1919]. <http://www.e-lawresources.co.uk/Balfour-v-Balfour.php>
- *Bettini v Gye* [1876]. <http://www.e-lawresources.co.uk/Bettini-v-Gye.php>
- *Olley v Marlborough Court* [1949]. <http://www.e-lawresources.co.uk/Olley-v-Marlborough-Court.php>
- KEY ASPECTS OF THE LAW OF CONTRACT AND THE TORT OF NEGLIGENCE. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/key-aspects-of-the-law-of-contract-and-the-tort-of-negligence.html>
- DAMAGES. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/damages.html>
- THE TORT OF NEGLIGENCE. <http://www.accaglobal.com/gb/en/student/acca-qual-student-journey/qual-resource/acca-qualification/f4/technical-articles/tort-negligence.html>