

Common Topics for Improving Comparative Law and Legal Education in Asian Universities

2.4 Contractual Liabilities

[Case 3]

On October 10, 2018, Company A, a dealer of fresh fruits, concluded a contract with company B, a manufacture of canned fruits, to sell 500 boxes of oranges at the price of USD 50 per box. A promised B to deliver them by October 30, 2018 at the B's warehouse, and B promised to pay the purchase money in exchange of the delivery.

On October 15, 2018, B concluded a contract with C to sell 1000 cans of oranges to be made of those oranges at the price of USD 5 per can.

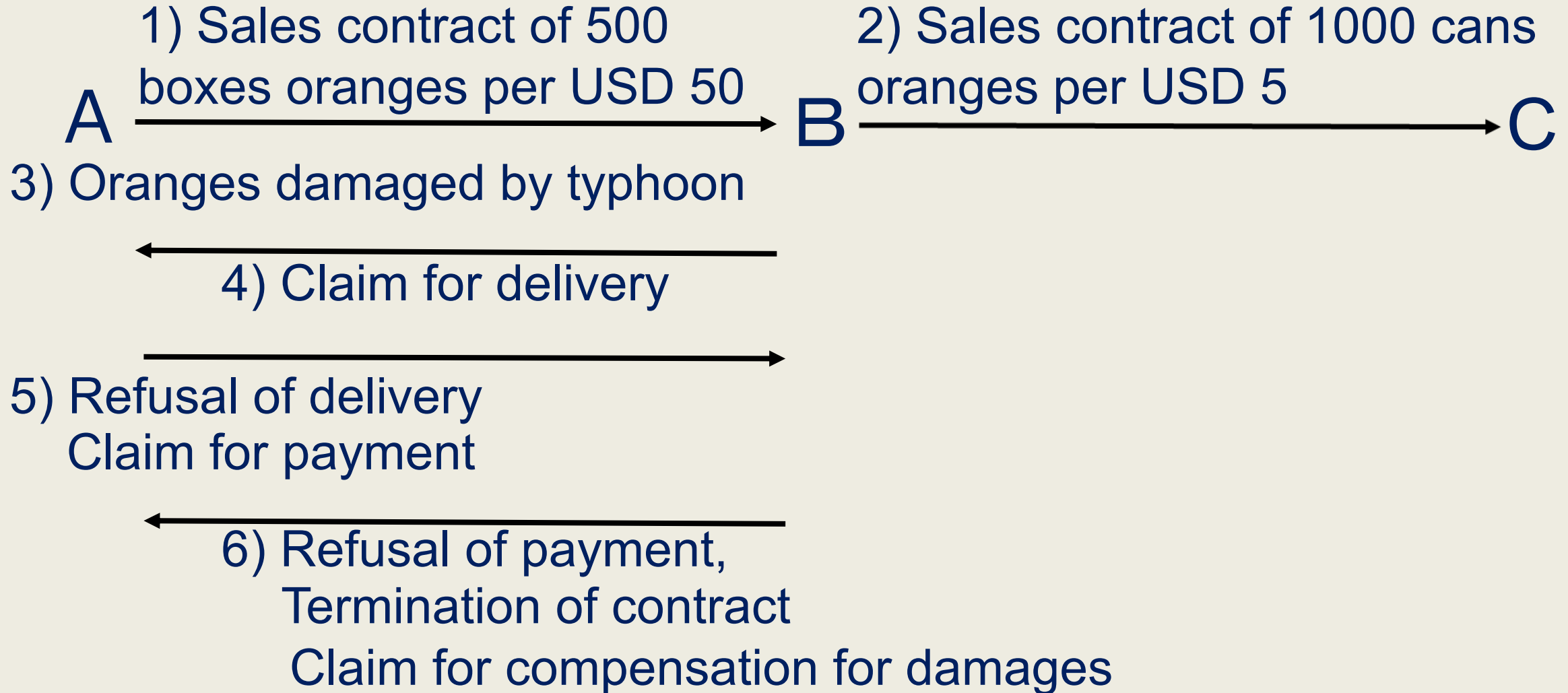
The following [Question1], [Question 2] and [Question 3] are different questions.

[Question 1]

On October 20, 2018, a big typhoon hit the oranges field from where A was to buy oranges to sell to B, and all the oranges fell or were seriously damaged so that they could not be used for the canned oranges. As a result, A could not deliver the oranges to B as A had promised.

In this case, what claim can B make against A?

What defense can A make against B's claim?



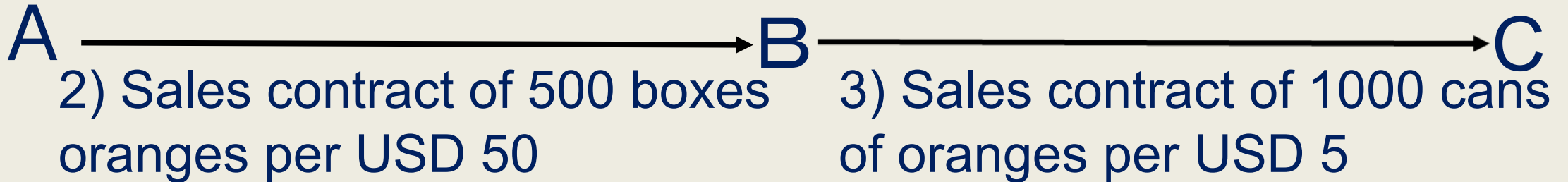
[Question 2]

On October 8, 2018, a big typhoon had hit the oranges field which A was to buy oranges to sell to B in accordance with the contract which was concluded afterwards. All the oranges had fallen or been damaged seriously by that typhoon so that they could not be used for the canned oranges. However, without the knowledge of this damage, A concluded the sales contract of 500 boxes of oranges with B on October 10, 2018 as is shown in [Case3]. B was not aware of the damage caused by the typhoon at the conclusion of the contract.

In this case, what claim can B make against A?

What defense can A make against B's claim?

1) Oranges damaged by typhoon



← 4) Claim for delivery



5) Refusal of delivery
Claim for payment



6) Refusal of payment
Termination of contract
Claim for compensation for damages

[Question 3]

On October 20, 2018, a big typhoon hit the area near the oranges field from where A was to buy oranges to sell to B, and it caused the flood and cut off the traffic, so that the collection and transportation of the oranges were delayed for 15 days. B could not manufacture the oranges cans by the date promised with C, which caused the damage of USD 1,000 on the part of B.

B claimed against A for paying compensation for damages of USD 1,000 caused by the delay of the delivery.

What defense can A make against A's B's claim?

What re-defense can B make against A's defense?