

## QUESTIONS: MISREPRESENTATION

1. What is needed in order to establish that there has been an actionable misrepresentation? (2)
2. In what circumstances can a statement of opinion establish liability in misrepresentation? (2)
3. What does the decision in *Edgington v Fitzmaurice* establish? (2)
4. Define fraudulent, negligent and wholly innocent misrepresentations. (3)
5. What are the possible remedies available for an actionable misrepresentation? (3)
6. What is the effect of rescission on a contract? (1)
7. What are the bars to rescission? (5)
8. What is the basis and aim of damages for fraudulent misrepresentation? (2)  
What is the remoteness rule for fraudulent misrepresentation? (1) Give authority. (1)
9. On what basis can loss of profit damages be recovered where there has been a fraudulent misrepresentation? (3)  
Give authority. (1)
10. What are the alternative damages claims for negligent misrepresentation? (2)  
What are the limitations and advantages of each? (6)
11. What is the significance of the decision in *Howard Marine & Dredging Co. Ltd v Ogden & Sons (Excavations) Ltd*? (3)
12. Give TWO criticisms that might be made of the decision in *Royscot Trust Ltd v Rogerson*. (4)
13. What factors will be relevant in the decision to exercise the discretion to award damages instead of rescission under s.2(2) M.A. 1967? (6)

14. In what circumstances will it be possible to apportion damages for misrepresentation to take account of the misrepresentee's contributory negligence?

(3)

Total available points: 50