

Plagiarism Scan Report

Summary

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Content Checked For Plagiarism:

19) Peccatum peccato addit qui culpae quam facit patrocinium defensionis adjungit. He adds one offence to another, who, when he commits a crime, joins to it the protection of a defence. 5 Co. 49.

20) Quando do una et eadem re, duo onerabiles existunt, unus, pro insufficientia alterius, de integro onerabitur. When two persons are liable on a joint obligation, if one makes default the other must bear the whole. 2 Co. Inst. 277.

21) Qui non libere veritatem pronunciat, proditor est veritatis. He, who does not willingly speak the truth, is a betrayer of the truth.

22) Qui non obstat quod obstare potest facere videtur. He who does not prevent what he can seem to commit the thing. 2 Co. Inst. 146.

23) Qui non prohibet quod prohibere potest assentire videtur. He, who does not forbid what he can forbid, seems to assent. 2 Inst. 305.

24) Qui non propulsat injuriam quando potest, infert. He, who does not repel a wrong when he can, induces it. Jenk. Cent. 271.

25) Qui tacet consentire videtur. He who is silent appears to consent. Jenk. Cent. 32.

26) Reprobata pecunia liberat solventum. Money refused liberates the debtor. 9 Co. 79.

FRAUD ACT 2006

1 Fraud

(1) A person is guilty of fraud if he is in breach of any of the sections listed on subsection (2) which provide for different ways of committing the offence.

(3) The sections are -

(a) section 2 (fraud by false representation),

(b) section 3 (fraud by failing to disclose information), and

(c) section 4 (fraud by abuse of position).

Private & International Law

UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS

Article 3.8 - Fraud

A party may avoid the contract when it has been led to conclude the contract by the other party's fraudulent representation, including language, practices, or fraudulent non-disclosure of circumstances which, according to reasonable standards of fair dealing, the latter party should have disclosed.

Article 5.1.3 - Cooperation between the parties

Each party shall cooperate with the other party when such co-operation may reasonably be expected for the performance of that party's obligations.

Article 7.3.4 – Adequate Assurance of Due Performance

A party who reasonably believes that there will be a fundamental non-performance by the other party may meanwhile withhold its performance. Where this assurance is not provided within a reasonable time the party demanding it may terminate the contract.

Article 7.4.1 – Right to damages

Any non-performance gives the aggrieved party a right to damages either exclusively or in conjunction with any other remedies except where the non-performance is excused under these principles.

Article 7.4.2 – Full compensation

(1) The aggrieved party is entitled to full compensation for harm sustained as a result of the non-performance. Such harm includes both any loss which it suffered and any gain of which it was deprived, taking into account any gain to the aggrieved party resulting from its avoidance of cost or harm

(2) Such harm may be non-pecuniary and includes, for instance, physical suffering and emotional distress.