

Chapter 3: Exercises

The punctuation has been removed from the following sentences. Replace it.

- (1) the purchaser and the seller agree as follows the goods will be sold for the sum of four hundred pounds £400 per unit delivery will take place on 4 august 2021 and payment will be made in cash no later than 27 august 2021
- (2) dear sirs thank you for your letter of 12 may with regard to your contention that our client is in breach of his agreement with your client it is clear that this is not the case your letter of 3 february to our client constitutes a clear waiver of paragraph 3 sub paragraph b of the agreement between our respective clients dated 9 june 2020
- (3) dear sir thank you for your letter of 3 march we have now had the opportunity of taking our clients instructions on the points you raise and are able to respond as follows no discussions took place between our client and mr jones at any time prior to january 2020 the property situated at 1 the firs clansdown was at no time occupied by mr jones nor any other party to the knowledge of our client and the company was wound up on 6 july 2020
- (4) industrial property rights shall mean any and all rights under patents design patents trademarks and copyrights and applications thereof presently owned or hereafter acquired by licensor but shall not include any patents currently owned by dessor ltd
- (5) you said or at least this is what the report states you can all go to hell do you accept first of all that you made this comment and if so do you not think that it was a highly unwise comment for you to have made

Suggested answers

- (1) The purchaser and the seller agree as follows: **(1)** the goods will be sold for the sum of four hundred pounds (£400) per unit; **(2)** delivery will take place on 4 **August** 2021; and **(3)** payment will be made in cash no later than 27 **August** 2021.
- (2) **Dear Sirs**

Thank you for your letter of 12 **May**. **With** regard to your contention that our client is in breach of his agreement with your client, it is clear that this is not the case. **Your** letter of 3 **February** to our client constitutes a clear waiver of paragraph 3**(b)** ~~sub paragraph b~~ of the agreement between our respective clients dated 9 **June** 2020.
- (3) **Dear Sir**

Thank you for your letter of 3 **March**. **We** have now had the opportunity of taking our client's instructions on the points you raise, and are able to respond as follows: **(1)** no discussions took place between our client and **Mr. Jones** at any time prior to **January** 2020; **(2)** the property situated at 1 **The Firs, Clansdown** was at no time occupied by **Mr. Jones**, nor any other party to the knowledge of our client; and **(3)** the company was wound up on 6 **July** 2020.

- (4) 'Industrial **P**roperty **R**ights' shall mean any and all rights under patents, design patents, trademarks and copyrights and applications thereof presently owned or hereafter acquired by **L**icensor but shall not include any patents currently owned by **D**essor **L**td.
- (5) You said - or at least this is what the report states – 'you can all go to hell!' **D**o you accept, first of all, that you made this comment, and, if so, do you not think that it was a highly unwise comment for you to have made?