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□□□□□□□□ (□□, 1.7)

□ : □□□□□□

cf. $\prod_{i=1}^n \prod_{j=1}^n (1 + \frac{1}{i^2 j^2})$ (15.13) (9.18)

“你(你)的 名字 是(是) 什么 什么 什么 什么. 告诉我 “你 叫什么”的 名字 是 什么 名字. “你 叫什么 名字, 你 叫什么 名字 名字 名字? 你 叫什么 名字 名字 名字?” 告诉我 名字 名字. “你 叫什么 名字 名字 名字 名字.”

()
(, 11.25)

☐☐: Chai is simple. Shen is dull and pompous. Shi is specious.
You (Zi Lu) is rough and tough.

$\square(=\square\square)\square\square\square\square(=\square\square)\square\square\square\square(=\square\square)\square\square\square\square(=\square\square)\square\square(\square; \text{rough and tough}) \square(\square\square, 11.18)$

[illegible][illegible]

□□□□□□□□□□□□□□□□□□□□(□□□, □□, □□□□ 62)

$$\square\square = \square, \square, \square, \square, \square, \square\square \quad (\square\square\square\square, \square\square 5)$$
[illegible]

“你這人，怎麼這樣？”

$$\square = \square + \square$$

‘□□□’ □□□□?

0000 000 000: “0 000 0000 000 000 00 0000 0000, 00 000 00. 00 00 0 00 00 0000 0000, 0000 0000 0000 0000 0. 00 00 00 0000.”

[illegible]

[illegible]

□□□□□□□□□□□□□□□□ (□□, 2.15)

□□□□□□□□□□□□□□□□□□□□ (□□□, 15.31)

[illegible]

□ □ : □ □ □ □ □ □ □ □

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[illegible][illegible]

6.3)

子曰。 “知者不惑，仁者不憂，勇者不懼，天下之民莫不歸之。”

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 19.5)

子曰。 “知者不惑，仁者不憂，勇者不懼，天下之民莫不歸之。”

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 5.28)

子曰。 “知者不惑，仁者不憂，勇者不懼，天下之民莫不歸之。”

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 17.4)

子曰。

子曰。 “知者不惑，仁者不憂，勇者不懼，天下之民莫不歸之。”

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 1.15)

Confucius said, ‘Some people just understand. They are the top class. Those who learn and then understand are in the next class. Some people are dim and yet they learn. They are in the next class. Those who are dim and yet do not learn; they are in the lowest class.’

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 16.9)

子曰。

子曰。 “知者不惑，仁者不憂，勇者不懼，天下之民莫不歸之。”

Confucius said, “The wise are not confused, the benevolent are not anxious, the brave are not afraid, and all the people of the world do not fail to follow them.” (Lunyu, 10.18)

[illegible]

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“... ()” “... () ... ?” “...”

... (, 5.8)

... . “... ()” “... .” “... ... ?” “... ?” “... ()” “... .” “... ()” “... .” “... ... ?” “... .” “... ... ?” “... .” “... ... ?”

... (, 5.19)

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... ‘...’

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 0000000000000000 000000000000 0000 (00, 12.22)

[illegible][illegible][illegible]

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[illegible]

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 0 00 0000 000 0000.”
 000000000000000000000000()000000 (00, 8.10)

[illegible]

[illegible]

1111

[illegible][illegible][illegible][illegible]

[In preparing ceremonial offerings] The dishes are not fully cooked, the elaborately piled meat is not to be tasted. They are to be sniffed three times and not eaten. (Xun Zi, Li Lun)

□□□ □□□□(c. 563-483BC):

[illegible]

2. , underdog 'input'

[illegible][illegible][illegible]

0000 000000 00 0000 00. 00 000 000. “000 000 000 0000?” 0000 0
 00 000. “000 000 0000 000 00 0000000?”
 00 (00, 9.14)

3. ' '

[illegible]

[illegible]

7. □□□ □□□?

[illegible]

□□□34□(□□□213): □□(□□)

[illegible][illegible]7.

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 0000 0000 000, 00 000 0000 000.
 000000000000000000(00, 9.4)

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በሥነ ምግባር ዘመን፣ ሥነ ምግባር ምስጢር ምስ ሥነ ምግባር (ሥነ)፣ ሥነ(ሥነ)ምስ? ሥነ ሥነ ሥነ(ሥነ)ም ሥነ(ሥነ)ም ሥነ ሥነ፣ ሥነ ሥነምስ ሥነ ሥነ ሥነ ሥነምስ ሥነ. ሥነ(ሥነ)ም ሥነ(ሥነ)ም ሥነምስ ሥነ ሥነምስ ሥነ ሥነ ሥነ ሥነምስ ሥነምስ ሥነምስ ሥነ ሥነ ሥነ ሥነምስ.

ሥነ ሥነ ሥነምስ ሥነ. ሥነ ሥነ ሥነ ሥነ፣ ሥነ ሥነምስ ሥነ ሥነ (ሥነምስምስምስምስ) (ሥነ፣ 18.8)

ሥነ ሥነ ሥነ ሥነ ሥነ ሥነ፣ ሥነ ሥነ ሥነምስ ሥነ ሥነ ሥነ ሥነ፣ ሥነ(ሥነ) ሥነ ሥነ ሥነ ሥነምስ ሥነ፣ ሥነ(ሥነ)ም ሥነ ሥነ ሥነ ሥነ ሥነ፣ ሥነ ሥነ(ሥነ) ሥነ ሥነ ሥነ ሥነ ሥነ፣ ሥነ ሥነ ሥነ ሥነ ሥነ ሥነ. ... ሥነ ሥነ ሥነ ሥነ ሥነ ሥነምስ ሥነ ሥነ ሥነ(ሥነምስምስ). ሥነ፣ ሥነ፣ 5

ሥነ ሥነምስ ሥነ ሥነ

[ሥነምስ_ሥነምስ](#)

ሥነ ሥነ ሥነ ሥነ ሥነ

1. ሥነ ሥነ ሥነ

(ሥነ) “ሥነ ሥነ”

ሥነ 2፣ 5፡ “ሥነ ሥነ ሥነ ሥነ ሥነምስ ሥነ ሥነምስ ሥነ”

“ሥነ ሥነ”ምስ ሥነ ሥነ ሥነምስ ሥነ ሥነ ሥነ ሥነ. ሥነ ሥነምስ ሥነ ሥነ ሥነ ሥነ ሥነ ሥነምስ ሥነምስ ሥነ ሥነ ሥነምስ ሥነምስ ሥነ.

(ሥነ) “ሥነ ሥነ”

ሥነ 2፣ 1፡ “ሥነምስ ሥነ ሥነ፣ ሥነ.ሥነ ሥነ ሥነ ሥነ

UN Convention 2005, Art. 4(c): “Data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited

to, electronic data interchange, electronic mail, telegram, telex or telecopy;

UN Convention 2005, Art. 4(b): “Electronic communication” means any communication that the parties make by means of data messages;

UN Convention 2005, Art. 4(a): “Communication” means any statement, declaration, demand, notice or request, including an offer and the acceptance of an offer, that the parties are required to make or choose to make in connection with the formation or performance of a contract

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0 000 0000 000 00.

UNCITRAL Model Law 1996 Article 9. Admissibility and evidential weight of data messages [].

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000, “000 000 000 000 000 000 000 00”, 000 0000 0 36 0 0 2 0
 (2013) 307-334

Interpretation Act – “writing”:

“Writing” includes typing, printing, lithography, photography and other modes of representing or reproducing words in a visible form, and expressions referring to writing are

construed accordingly.

“Communication” 係 ‘國際法’，‘國際法’，‘國際’ 國際 國際 國際 ‘國際’ 國際 國際 國際。 ‘國際法’ 國際， 國際 國際。 ‘國際’ 國際 國際 國際 國際。 ‘國際’ 國際 國際 國際 國際 國際 國際 國際 國際 國際 國際。 cf. 國際， “UN 國際 國際 國際 國際”， 國際 國際， 國際 19 國際 1 (2010)， 87； 國際， “UNCITRAL 國際 國際 國際 國際 國際 國際 國際 國際 國際 國際 國際”， 國際 國際， 國際 13 4 (2006)， 97； 國際， “UNCITRAL 國際 國際 國際 國際 國際 國際 國際 國際 國際 國際 國際”， 國際 國際， 國際 16 2 (2009)， 52-53

2. □□ □□□ '□□'

4. 在下列各数中，找出与 100 最接近的数，并圈出来。

[illegible]

□□ □428□□2 □1□

[illegible]

UNCITRAL Model Law 1996, Art 11(1)

In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of data messages. Where a data message is used in the formation of a contract, that contract shall not be denied validity or enforceability on the sole ground that a data message was used for that purpose.

E-Commerce Directive 2000 Art 9(1)

Member States shall ensure that their legal system allows contracts to be concluded by electronic means. Member States shall in particular ensure that the legal requirements applicable to the contractual process neither create obstacles for the use of electronic contracts nor result in such contracts being deprived of legal effectiveness and validity on account of their having been made by electronic means.

UN Convention 2005, Art. 8(1) A communication or a contract shall not be denied validity or enforceability on the sole

ground that it is in the form of an electronic communication.

3.

第 6 頁 1 段: “關於 2002 年 1 月 19 日，本公司與中國政府簽署的《關於在江蘇省、浙江省、安徽省、江西省、湖北省、湖南省、四川省、貴州省、雲南省、廣西壯族

[(1999)
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[illegible]

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 "000000 000" 950 000.

[illegible]

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 00(2000) 00.

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UNCITRAL Model Law 1996 Article 15(1)

Unless otherwise agreed between the originator and the addressee, the dispatch of a data message occurs when it enters an information system outside the control of the originator or of the person who sent the data message on behalf of the originator.

UN Convention 2005, Art. 10(1)

The time of dispatch of an electronic communication is the time when it leaves an information system under the control of the originator or of the party who sent it on behalf of the originator or, if the electronic communication has not left an information system under the control of the originator or of the party who sent it on behalf of the originator, the time when the electronic communication is received.

4.

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1. □□□□ □□□□ □□ □□□□□□□□ □□ □□: □□ □□□□□□□□ □□ □. □□, □□□ □□ □□□□□□□□ □□ □□□□□□□□ □□ □□□□ □□ □□ □□ □□.

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UNCITRAL Model Law 1996 Art. 15(2)

□□□ □□ □□□ □□□ □□: when the data message enters the designated information system

□□□□□ □□□□□□ □□ □□□□□ □□□ □□: when the data message is retrieved by the addressee.

□□□□□ □□□□ □□□ □□: when the data message enters an information system of the addressee

UN Convention 2005 Art. 10(2)

designated address□ □□□ □□: when it becomes capable of being retrieved by the addressee at an electronic address designated by the addressee.

□□ address□ □□□ □□: when it becomes capable of being retrieved by the addressee at that address and the addressee becomes aware that the electronic communication has been sent to that address.

□□ □□□ □□□ □□□□, □□ □□ □□□□ □□ (An electronic communication is presumed to be capable of being retrieved by the addressee when it reaches the addressee's electronic address.)

5. □□□□ □□□ □□ □□

□ 9□1□: □□□□ □□ □□□ □□□□ □□□□□ □□□ □□ □□□ □□ □□ □□□ □□ □□□□ □□□ □□□ □□□ □□. □ □□ □□□□ □534□□ □□□□ □□□□.

□ 92: □□□□ □□ □□□ □□□□ □□□□ □□ □□ □□ □□ □□ □□ □□ (□ □□□ □□ □□ □□□□ □□ □□ □□ □□ □□ □□ □□ □□) □□ □□□□ □ □ □□ □□ □□ □□□□ □□ □□□□ □□ □□ □□.

UNCITRAL Model Law 1996 Art. 14(3)

Where the originator has stated that the data message is conditional on receipt of the acknowledgement, the data message is treated as though it has never been sent, until the acknowledgement is received.

UNCITRAL Model Law 1996 Art. 14(4)(b)

if the acknowledgement is not received within the time specified in subparagraph (a), [the originator] may, upon notice to the addressee, treat the data message as though it had never been sent, or exercise any other rights it may have.

6. Attribution

□ 7 □1 □□ □ □□ □□ □□□ □□□□ □□ □□□□ □□□ □□ □□ □□.

1. □□□□ □□□□ □□□ □□□ □□□□
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□□□:

presumption □ □□□ □□□□ □□ irrebuttable presumption □ □□□ □□ (“The purpose of article 13 is not to assign responsibility. It deals rather with attribution of data messages by establishing a presumption that under certain circumstances a data message would be considered as a message of the originator” p. 49)

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UNCITRAL Model Law 1996 Art. 13

data message to be deemed to be that of the originator

1. if it was sent by the originator itself.
2. if it was sent by a person who has the authority to do so
3. if it was sent by an information system programmed by, or on behalf of, the originator to operate automatically.

1. 000000 00000 0000000 00000 000 00000 00 00000 0000 000 000 00 00
2. 000 000000 000 00 0 000000 0000 0000 00000 0000 0000 00 0 00000 0000
00 00000 00 00 0000 0000 00 00 0000 0000 00

“000 00” 000 000 000000, 0 000 000 00 000 000 unreasonable 0 0
000? 070 020 0200 000 0 0.

(a) (if) the addressee properly applied a procedure previously agreed to by the originator for that purpose (= to ascertain whether the data message was that of the originator)

UN Convention 2005 Art. 12

7. ☐ ☐

□□ □□, □□

the automated message system does not provide the person with an opportunity to correct the error

□□ □□ + has not used or received any material benefit or value
□ □□□ □□□ □□□□.

8. □□

□ □11□ □□□□ □□□ □□□□□ □□ □□□ □□□□□□□□□ □□□ □□ □□□.

UNCITRAL Model Law 1996 Art. 7

Where the law requires a signature of a person, that requirement is met in relation to a data message if:

(a) a method is used to identify that person and to indicate that person's approval of the information contained in the data message; and

(b) that method is as reliable as was appropriate for the purpose for which the data message was generated or communicated, in the light of all the circumstances, including any relevant agreement.

“the risk of tying the legal framework provided by the Model Law to a given state of technical development.” □□□ p. 38

appropriate □□□ □□□□ □□□ □□□:

(1) the sophistication of the equipment used by each of the parties;

(2) the nature of their trade activity;

(3) the frequency at which commercial transactions take place between the parties;

(4) the kind and size of the transaction;

(5) the function of signature requirements in a given statutory and regulatory environment;

(6) the capability of communication systems;

(7) compliance with authentication procedures set forth by intermediaries;

(8) the range of authentication procedures made available by any intermediary;

(9) compliance with trade customs and practice;

(10) the existence of insurance coverage mechanisms against unauthorized messages;

- (11) the importance and the value of the information contained in the data message;
- (12) the availability of alternative methods of identification and the cost of implementation;
- (13) the degree of acceptance or non-acceptance of the method of identification in the relevant industry or field both at the time the method was agreed upon and the time when the data message was communicated; and
- (14) any other relevant factor.

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[UNCITRAL Model Law on Electronic Commerce 1996](#)

[UN Convention on the Use of Electronic Communications in International Contracts 2005](#)

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The Electronic Communications Act 2000

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http://www.lawcom.gov.uk/wp-content/uploads/2015/09/electronic_commerce_advice.pdf

Ian Lloyd, Information Technology Law, 456-457 (Cryptography service provider □□□; □□ □□□ □□. 5□ □ □□ □□)

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一、 研究背景

随着中国人口老龄化程度的加深，养老问题已成为社会关注的焦点。根据国家统计局数据（国家统计局，2006），中国60岁以上人口比例已超过10%。随着人口老龄化程度的加深，养老问题已成为社会关注的焦点。根据国家统计局数据（国家统计局，2006），中国60岁以上人口比例已超过10%。随着人口老龄化程度的加深，养老问题已成为社会关注的焦点。根据国家统计局数据（国家统计局，2006），中国60岁以上人口比例已超过10%。

1. 研究意义

研究意义：探讨人口老龄化对养老问题的影响，为政府制定相关政策提供依据。

2. 研究内容

研究内容	人口(1250-1192), 60岁	人口 - 人口 (1191-1102), 90岁	人口 - 人口 (1101 - 1046), 40岁
人口数量	5418	1950	75
100岁人口	1000	300	30
人口比例	379%	277%	32%

数据来源(国家统计局), 人口比例数据为估算值, 118-119%

研究结论：人口老龄化对养老问题影响显著，需制定相关政策。

参考文献：

1. Minors

Upon reaching 19, a person has full capacity. Art. 4.

Upon marriage, however, minors (18 year olds) are released from parental supervision and enjoys full capacity. Art. 807, 826-2.

Unauthorised contracts concluded by unmarried minors are binding, but they may be rescinded (voided) (Art. 5(2), Art. 140)

- by the party under age, before or after coming of age
 - Can rescission be rescinded (for reasons of incapacity, duress, etc.)?
- by his parents or guardians while he is under age
- rescission can be done within three years (from coming of age, if the rescission is done by the party who was under age). Rescission is not allowed after 10 years from the contract. Art 146.

Rescission has retroactive effect

- *restitutio in integrum*
- 'innocent' third parties not protected
- the party under age needs only to return what remains as "unconsumed benefit". Art. 141. Money presumed to remain unconsumed. 2008Da58367

Rescission is not allowed if there was

- Prior approval by parents or guardians
- Ratification by parents, guardians or the party after coming of age
- Constructive ratification. Art. 145

- Deception by a minor: where a minor resorted to deceptive manœuvres causing the counterpart to believe that he is of age or that there was an approval by parents or guardians. Art. 17. Supreme Court 71Da2045
- Burden of proof lies with the party resisting the rescission (69Da1568; conf. 68Da2147)

Approval or ratification is not required for the following:

- a transaction which benefits the minor without imposing any burden. Art. 5(1)
- a transaction within the scope of an authorised line of business or authorised disposal of assets. Art. 6, Art. 8
- routine transactions related to necessities
- exercising the right to rescission. Art 140
- How about exercising the right of termination?

Protection for the counterpart

- Counterpart may allow one month or more within which ratification can be made (either by the party after coming of age or by the party's parents or guardian). Art. 15
- No answer within the period shall be deemed to be a ratification. If, however, an approval of the auditor of guardianship is required for ratification (see Art. 950), the contract shall be deemed to be rescinded if the duly approved ratification is not dispatched within the allowed time (Art 15(3)).
- Only if the counterpart did not know the incapacity of the party under age at the time of the contract, the counterpart may rescind the contract while it has not been ratified. Art. 16

2. Legal protection of adults

Guardianship for an adult (□□□□)

- The family court may order commencement of guardianship for an adult who is continuously lacking the ability to deal with one's own affairs due to ailment, disability, old age, or any other reasons. The order must be upon application of the person in question, his/her spouse, a relative within 4th degree, the guardian of a minor, the auditor of guardianship for a minor, the limited guardian, the auditor of limited guardianship, an ad hoc guardian, the auditor of ad hoc guardianship, a public prosecutor or the head of local government. (Art. 9)
- Guardian for a minor must be a natural person and there cannot be more than one person. But, guardian for an adult can be more than one person if appointment of multiple persons as guardians is appropriate under the circumstances. A corporate person may be appointed as guardian for an adult. (Art. 930)
- The adult under guardianship must act through the guardian (Art. 949). Transactions concluded by an adult under guardianship can be rescinded. (Art. 10) But the family court may stipulate a range of transactions which can be validly concluded by the legally protected adult. Guardian may, however, validly ratify a transaction concluded by the adult ward.

Limited Guardianship (□□□□)

- Limited guardianship: the guardian with limited powers do not have the power of representation unless the family court confers it (Art. 959-4).
- Family court will stipulate the range of transactions which would require an approval of the the limited guardian.

“Respect” for the ward’s wishes, family court’s supervision for internment : Arts. 947, 947-2

Ad hoc guardianship (□□□□)

- Ad hoc guardianship (Art. 14-2) can be declared for a person requiring short-term assistance or assistance for a defined matter due to ailment, disability, old age or other reasons.
- Family court may confer the power of representation on the ad hoc guardian for a defined range of transactions (Art. 959-11). Ad hoc guardian may not have the power to rescind the transaction concluded by the ward. The ward has full capacity.

Guardianship contract

- Guardianship contract (Art. 959-14): The guardianship contract is a system where a person who has or anticipates incapacity to manage affairs due to ailment, disability, old age or other reasons, can entrust all or part of one’s affairs to another person and grant the power of representation regarding the entrusted affairs.
- The guardianship contract must be in writing, must be notarized (Art. 959-14(2)), and must be registered (Art. 959-15(1)).
- The guardianship contract shall have effect as from the moment when the family court appoints an auditor of contractual guardianship (Art. 959-14(3)).

3. Case by case assessment

In the absence of statutory or judicial recognition of incapacity, an individual contract may be void only if it is shown that the party’s mental condition was so severely affected at the time of the contract that the party was unable

to form an intention.

92Da6433

Although the party's mental condition at the time of the contract was such as to warrant a declaration of diminished capacity or absolute incapacity, as long as there was no such declaration effective at the time, the contract may not be rescinded even if the party was subsequently declared to be of diminished capacity.

4. Liability in tort

A minor or a person declared to be of diminished capacity (or of absolute incapacity) may be held liable in tort if he was intelligent enough to appreciate the responsibility and consequences of his conduct. Art. 753. 68Da2406 (18, 17, 16, 13 year old boys attacked the victim with an iron bar, killing him.)

cf. Criminal responsibility: 14 years or older (Penal Code, Art. 9)

Juvenile "protective detention": 10 years – 18 years (Juvenile Act, Art. 4)

Parents or guardian of a minor or a ward who does not have the capacity to bear responsibility, shall be held liable for the damage caused by the minor or the ward unless the former show that they fulfilled their duty of supervision. Art. 755. (Vicarious liability). 2005Da24318 (12 year old 6th grader committed suicide due to bullying. Agressors' parents and the local education authority were jointly held liable in tort. Agressors themselves – victim's classmates – were not sued.)

Even when a minor is capable of bearing responsibility in tort, the parents are not exonerated from the duty of supervision. If the neglect of parental supervision is causally connected to the loss, the parents shall also be held

liable as co-tortfeasors. The claimant must prove the causal connection between the neglect of supervision and the wrongdoing of the minor. 96Da15374 (17 year old boy driving his uncle's truck without license; parents held liable), 93Da13605 (17 year old boy causing an accident while riding a motorbike with license; parents' negligence not proven by the plaintiff)

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Korean Contract Law I – End Term Exam 2015

- The duration of the examination is 75 minutes (from 9:00 am to 10:15 am).
- You may freely consult materials of your own, including online resources.
- On each Answer sheet, you must write your student number only. Please do not write your name.
- You must attempt the following two (2) Questions.

Question 1.

Explain the difference between general damage and special damage under Korean law.

Question 2.

Adam claimed that he is the procurement manager of Beta Bicycle Co. Adam contacted Charles (who is a bicycle frame manufacturer) and ordered 100 bicycle frames on behalf of Beta Bicycle at the price of USD200 per frame. When Charles delivered the frames to Beta Bicycle Co, the latter refused to take the delivery or pay the price, claiming that Adam was fired from the company long time ago.

What are the remedies available to Charles under the Korean law?

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