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You are the judge The claim by Daniel for medical costs would not be framed as a breach of contract because the claim covers injury suffered as a result of negligent installation of the compass by Corrigan and seeks for medical costs which are more than unlikely to be covered under a contract. The issue that arises is that Zoom has not installed the compass and will make this argument.

The act which has led to the injury is clearly not an intentional act and so this is not an intentional tort. Thus an action under unintentional torts that is of negligence would be brought about by Daniel. Negligence is defined as a failure to act by a person where such an act would have been performed by a reasonable man or a person does something which a reasonable person would not have committed. This act or failure to act subsequently leads to foreseeable harm. The main elements to prove negligence are duty of care being owed; breach of that duty which results in injury to the plaintiff and proximity between the act and the injuries that is the injury caused was a foreseeable consequence of the negligence.

It can be seen from the facts that Corrigan was responsible for installing the compass and so a clear duty of care arose between the final user that is Daniel and Corrigan. The breach of duty occurred because as per the facts the compass had not been properly installed. Now the issue that arises is whether an action against Zoom can lead to such a claim for medical costs. Clearly Zoom had a contract with Corrigan and so Corrigan would be a party to this action and so medical costs can be recovered subject to proximity which will now be discussed.

The question of proximity would require proving whether it was foreseeable that the faulty compass would lead to Daniel getting lost and being beaten. It

can be said that because of the faulty compass it is evident that Daniel would get lost. As for the area that he reached as a result there is a strong possibility of it happening and suffering injury in a high crime area. Thus it can be said that there was proximity.

The defence that can be relied upon by Zoom/Corrigan is that the event was unforeseen because even though there was a possibility of getting lost, the injury caused was farfetched. Furthermore they can argue that the plaintiff would have been aware that he was going wrong and so knowingly took the risk.

All these arguments are likely to fail and thus Daniel can recover for the medical costs under the head of negligence. The proper defendant for the action can be determined by the courts and would be Corrigan or if Zoom is held liable, he can recover the medical costs from Corrigan for the injuries that have been caused as a result of the faulty installation of the compass.

References

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