

Mock Trial Script

2016 Round 3

INDEX

The Plaintiffs' team will receive the following:

1. Legal Case Notes
2. Statement of Claim
3. Defence
4. Affidavit of Mitchell/Michelle Sail
5. Affidavit of Adam/Adrianne Bos

The Defendants' team will receive the following:

1. Legal Case Notes
2. Statement of Claim
3. Defence
4. Affidavit of Danny/Dani Bye
5. Affidavit of Peter/Patricia Bye

2016 Round 3 Plaintiff Script

LEGAL NOTES

The plaintiff brings a civil action for damages against the defendant alleging breach of contract. To be entitled to relief, the plaintiff must prove on the balance of probabilities:

- The formation of a contract;
- The contract was breached (this is not an issue in the proceedings); and
- The amount of damages. Otherwise only nominal damages may be awarded.

Formation of a contract

Traditionally, a contract requires a distinct offer by one party and an acceptance by the other, although this rule is not absolute.

Carlill v Carbolic Smoke Ball Company [1893] EWCA Civ 1:

“Unquestionably, as a general proposition, when an offer is made, it is necessary in order to make a binding contract, not only that it should be accepted, but that the acceptance should be notified”

Empirnall Holdings Pty Ltd v Machon Paull Partners Pty Ltd (1988) 14 NSWLR 523 per Kirby P at 527:

“The starting point ...is that an offeror may not impose a contractual obligation upon an offeree by stating, that if the latter does not expressly reject the offer as made, it will be taken to have accepted it ... However, in particular circumstances, the general rule have been seen to work an apparent injustice. Accordingly, courts have come to conclude that sometimes, out of some circumstances, an acceptance can be inferred, notwithstanding the absence of specific assent...”

Recently Hammerschlag J in J P Morgan Australia Limited v Consolidated Minerals Limited [2010] NSWSC 100 discussed circumstances in which acceptance may be inferred from conduct. His Honour stated:

“In Homeguard Products v Kiwi Packaging [1981] 2 NZLR 322 a cheque was sent in “full settlement of our account” which was disputed. The offeree made no reply to that communication but instead banked the cheque ...The Court held that the inevitable inference was that the banking of the cheque was done “in conformity with the condition by which it was accompanied”, that is, in full settlement of the account... The offeree was precluded from disclaiming the condition on which the cheque was tendered and treating the cheque as payment towards the original amount, “for it could only adopt that course by committing against the appellant the tort of conversion”.

2016 Round 3 Plaintiff Script

Contractual Damages

In *Robinson v Harman* (1848) 1 Ex Rep 850, Parke B set out the general position as follows:

“The rule of the common law is, that where a party sustains loss by reason of a breach of contract, he is, so far as money can do it to be placed in the same situation, with respect to damages, as if the contract had been performed.”

Deane J in *Commonwealth v Amann Aviation Pty Ltd* (1992) 174 CLR 64 said:

“...a plaintiff bears the onus of establishing the extent of her loss or injury on the balance of probabilities. To satisfy the requirements of that rule, a plaintiff must... affirmatively establish assessable damage, that is to say, loss or injury which is capable of being measured in monetary terms”

Malec v JC Hutton Pty Ltd (1990) 169 CLR 638 at 643.

“If the law is to take account of future or hypothetical events in assessing damages, it can only do so in terms of the degree of probability of those events occurring ... But unless the chance is so low as to be regarded as speculative — say less than 1% — or so high as to be practically certain — say over 99% — the court will take that chance into account in assessing the damages... the court assesses the degree of probability that an event would have occurred, or might occur, and adjusts its award of damages to reflect the degree of probability.”

2016 Round 3 Plaintiff Script

Form 3A (version 2)
 UCPR 6.2

STATEMENT OF CLAIM

COURT DETAILS

Court	District Court of New South Wales
Division	Common Law
List	General List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Mitchell/Michelle Sail
Defendant	Danny/Dani Bye

FILING DETAILS

Filed for	Mitchell/Michelle Sail plaintiff
Legal representative	
Legal representative reference	
Contact name and telephone	

TYPE OF CLAIM

Breach of contract

RELIEF CLAIMED

1. Damages
2. Interest
3. Costs

Amount of claim	\$ 5000
TOTAL	\$ 5000

2016 Round 3 Plaintiff Script

PLEADINGS AND PARTICULARS

1. The plaintiff is a natural person able to sue and be sued in his/her own name
2. At about 1pm on 1 June 2015, the plaintiff received a telephone enquiry from the defendant concerning a vehicle the plaintiff had advertised for sale

Particulars of vehicle

- i. The vehicle is a red Toyota Corolla 2009
 - ii. The vehicle was purchased for \$21 000 in May 2015
 - iii. The vehicle was advertised on carsales.com.au
3. The defendant met the plaintiff at his/her house where he/she was shown the vehicle.
 4. The plaintiff and defendant had a conversation in which they agreed on the terms of sale for the vehicle

Particulars of terms of sale

- iv. The vehicle was to be purchased by the defendant from the plaintiff for \$25 000
 - v. The defendant was to take the vehicle away immediately and leave his/her licence as security
 - vi. At any time before Monday 3 June 2015 the defendant could contact the plaintiff to return the vehicle
 - vii. If the vehicle was not returned by Monday 3 June, the defendant was to be taken to have accepted the agreement
 - viii. The plaintiff was to subsequently contact the defendant and arrange for the exchange of money and return of licence
5. The defendant did not contact the plaintiff between 2pm on 1 June 2015 and 3 June 2015
 6. At about 11am on Monday 3 June 2015, Adam/Arianne Bos contacted the defendant to arrange the exchange of money
 7. The defendant breached the contract by denying the agreement and refusing to pay \$25 000

2016 Round 3 Plaintiff Script

8. As a result of the defendant's breach of contract, the plaintiff has suffered loss

Particulars of loss

- ix. The vehicle was purchased for \$21 000
- x. The contract price for the vehicle was \$25 000
- xi. The vehicle was sold for \$20 000

SIGNATURE OF LEGAL REPRESENTATIVE

This statement of claim does not require a certificate under section 347 of the Legal Profession Act 2004.

I certify under section 347 of the Legal Profession Act 2004 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiff[s] that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature

Capacity

Date of signature

2016 Round 3 Plaintiff Script

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- You will be in default in these proceedings.
- The court may enter judgment against you without any further notice to you.

The judgment may be for the relief claimed in the statement of claim and for the plaintiff's costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

HOW TO RESPOND

Please read this statement of claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the claim you should get legal advice as soon as possible. You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au
- The court registry for limited procedural information.

You can respond in one of the following ways:

1. If you intend to dispute the claim or part of the claim, by filing a defence and/or making a cross-claim.
2. If money is claimed, and you believe you owe the money claimed, by:
 - Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR

6.17 further proceedings against you will be stayed unless the court otherwise orders.

- Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
3. If money is claimed, and you believe you owe part of the money claimed, by:
 - Paying the plaintiff that part of the money that is claimed.
 - Filing a defence in relation to the part that you do not believe is owed.
- Court forms are available on the UCPR website at www.lawlink.nsw.gov.au/ucpr or at any NSW court registry.

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Form 7A (version 2)
 UCPR 14.3

DEFENCE

COURT DETAILS

Court	District Court of New South Wales
Division	Common Law
List	General List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Mitchell/Michelle Sail
Defendant	Danny/Dani Bye

FILING DETAILS

Filed for	Danny/Dani Bye defendant
Filed in relation to	Plaintiff's breach of contract claim
Legal representative	
Legal representative reference	
Contact name and telephone	

PLEADINGS AND PARTICULARS

1. The defendant admits paragraphs 1, 2 and 3 of the statement of claim
2. The defendant denies paragraph 4 and says the plaintiff and defendant had a conversation where the plaintiff offered to allow the defendant to test drive the vehicle on condition.

Particulars of conditions

- a) The defendant was to take the vehicle immediately and leave the plaintiff his/her licence as security

2016 Round 3 Plaintiff Script

- b) The plaintiff was to contact the defendant on Monday 3 June 2015 to offer the defendant the option to purchase the vehicle
 - c) The agreed price of the vehicle was \$25 000
 - d) The defendant had the right to deny to purchase the vehicle on Monday 3 June 2015 or any time before this date
 - e) Failure to contact the plaintiff was not to be seen as acceptance of the offer
3. The defendant admits paragraphs 5 and 6
4. The defendant denies paragraph 7 and says that there was no agreement to purchase the vehicle. The defendant does not admit the loss plead in paragraph 8 and says that the loss is speculative.

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Affidavit of Mitchell/Michelle Sail

1. My name is Mitchell/Michelle Sail, I live at 25 Princess St, Maroubra and am the plaintiff in this matter.
2. I have been buying used cars and reselling them privately for 5 years. I did not go to university but I still out perform my competitors who have university degrees.
3. At about 1pm on 1 June 2015, Danny/Dani Bye called me on my mobile in response to an advertisement I placed on carsales.com.au.
4. Danny/Dani said to me: "I just got my licence and am looking to buy a Corolla. I like the red 2009 model you have advertised. When can I come and have a look?"
5. From our phone conversation I could tell that Danny/Dani wasn't an experienced car buyer and probably had never been involved in a commercial transaction before.
6. I told him/her "Meet me outside my house at 2pm and I will go through the car with you".
7. Danny/Dani arrived a little late. I should have known straight away he/she was untrustworthy.
8. We had a brief discussion in which I explained the features of the car. We then sat down at my desk and I explained in some length that any final deal must be approved by my business advisor Adam/Arianne Bos. I was sure this wouldn't be a problem as Adam/Adrianne has been hassling me about not making enough sales and told me "Unless you make more, I'm going to move to one of your competitors". This would have been devastating for my business and as such I was eager to make another sale.
9. Danny/Dani really liked the car and we agreed on a price of \$25 000. I could tell Danny/Dani was hesitant to do a deal on the spot, he/she said to me "I

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want some time to think about this” and “I want to look around at other dealers”. I was happy with the price and wanted to do everything I could to keep Danny/Dani interested.

10. I said to Danny/Dani “How about we do a deal. You take the keys and drive away the car. Leave me your licence so I know your address for security reasons. If you want the car, don’t bring it back. I’ll give you a call on Monday and we’ll settle for the agreed \$25 000.”
11. Dani agreed with the offer.
12. I said “Great we have a deal! I will call you Monday. If at any time you decide you don’t want to go ahead with the deal simply call me.”
13. I did not hear from Danny/Dani all weekend. I was very busy on Monday so my business advisor Adam/Arianne Bos called Danny/Dani to collect the money.
14. He/She was shocked when Danny/Dani told him/her “We never had a deal, Mitchell/Michelle told me that he/she would call me Monday after I drove the car to discuss a settlement deal”
15. The scoundrel backed out of a deal we had. The terms of my offer were abundantly clear.
16. As a result of Danny/Dani not keeping his/her bargain I missed out on five potential buyers. I had five enquiries on carsales.com.au which I turned down because of this deal. It is usual for 1 in 5 inquiries to result in a sale. I am particularly upset because one potential buyer called me and said “The fair value of the car is \$26 000, I will give you that if I can have it right now”.
17. After Danny/Dani broke our deal, I felt like the car was bad luck and sold it as quickly as I could for \$20 000. I bought the car for \$21 000. This meant I made a \$1000 loss instead of a \$5000 profit.

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Affidavit of Adam/Arianne Bos

1. My name is Adam/Arianne Bos. I live at 30 Wentworth St Kingsford. I am Mitchell/Michelle Sail's business advisor.
2. Mitchell/Michelle and I met at the Sydney motor show 3 years ago. I was already in the sales business and a friend introduced us, telling me "Mitchell/Michelle is the most honest person I know".
3. For the first week of June in 2015 I was overseas in Italy. I went to a few wineries and also sunbaked in the Italian sun. I had a great trip.
4. When I returned on the Sunday, I met Mitchell/Michelle to catch up on how our business was going. I knew about all the sales we had made while I was away, as Mitchell/Michelle emailed me to confirm that I agreed with each one before it was finalised. However, I was happy to hear that he/she also sold a Corolla which he/she forgot to tell me about. Mitchell/Michelle had been getting slack in sales and it was starting to agitate me, so this surprise sale was good news. Indeed unless he/she started making some more sales I was thinking about leaving.
5. The story behind the sale was great. Mitchell/Michelle told me how Danny/Dani almost walked away, but then he/she offered for him/her to take the car home and that kept him/her interested.
6. He/she told me that "If Danny/Dani doesn't call by Monday then he/she said we have a deal and we can collect the money"
7. At 9.30am on Monday morning, Mitchell/Michelle called me and said "I am really busy. Danny/Dani hasn't called me which means we have a deal. Can you please call him/her to collect the \$25 000 he/she owes".
8. At 11am that day I telephoned Danny/Dani. I could tell she was very nervous and clearly bothered by something.
9. I said to him/her "My name is Adam/Arianne and I work for Mitchell/Michelle. Congratulations on the car, when can I come around to collect the money?"

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10. Danny/Dani replied “I’ve driven it and decided I don’t want to buy it, thank you for the opportunity though”
11. I said: “Mitchell/Michelle explained to you the terms of the deal. If you didn’t call by Monday the car is yours.”
12. He/she replied “We never had a deal, Mitchell/Michelle told me that he/she would call me Monday after I drove the car to discuss a settlement deal”
13. Danny/Dani was insistent that there was no deal. I heard someone screaming in the background “Don’t you dare hand over any money to them; you’re not having the car without properly checking it out. Tell them whatever you have to, but you are not giving them the money”. I didn’t know what else to do, so I went to her house and picked up the car.
14. I have dealt with dishonest people before, but Danny/Dani was one of the worst. When a clear deal is done most people stick to it.
15. As a result of Danny/Dani not buying the car we sold it for much less than it was worth. Mitchell/Michelle told me he/she had quite a few inquiries. From experience about 1 in 10 inquiries results in a sale. Had Danny/Dani not kept us waiting we could have sold the car for a lot more. I’m not sure how much more, but a lot more.

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2016 Round 3 Defence Script

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2016 Round 3 Defence Script

CONTRACTUAL DAMAGES

In *Robinson v Harman* (1848) 1 Ex Rep 850, Parke B set out the general position as follows:

“The rule of the common law is, that where a party sustains loss by reason of a breach of contract, he is, so far as money can do it to be placed in the same situation, with respect to damages, as if the contract had been performed.”

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2016 Round 3 Defence Script

Form 3A (version 2)

UCPR 6.2

STATEMENT OF CLAIM

COURT DETAILS

Court	District Court of New South Wales
Division	Common Law
List	General List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Mitchell/Michelle Sail
Defendant	Danny/Dani Bye

FILING DETAILS

Filed for	Mitchell/Michelle Sail plaintiff
Legal representative	
Legal representative reference	
Contact name and telephone	

TYPE OF CLAIM

Breach of contract

RELIEF CLAIMED

1. Damages
2. Interest
3. Costs

Amount of claim	\$ 5000
TOTAL	\$ 5000

2016 Round 3 Defence Script

PLEADINGS AND PARTICULARS

1. The plaintiff is a natural person able to sue and be sued in his/her own name
2. At about 1pm on 1 June 2015, the plaintiff received a telephone enquiry from the defendant concerning a vehicle the plaintiff had advertised for sale

Particulars of vehicle

- i. The vehicle is a red Toyota Corolla 2009
 - ii. The vehicle was purchased for \$21 000 in May 2015
 - iii. The vehicle was advertised on carsales.com.au
3. The defendant met the plaintiff at his/her house where he/she was shown the vehicle.
 4. The plaintiff and defendant had a conversation in which they agreed on the terms of sale for the vehicle

Particulars of terms of sale

- iv. The vehicle was to be purchased by the defendant from the plaintiff for \$25 000
 - v. The defendant was to take the vehicle away immediately and leave his/her licence as security
 - vi. At any time before Monday 3 June 2015 the defendant could contact the plaintiff to return the vehicle
 - vii. If the vehicle was not returned by Monday 3 June, the defendant was to be taken to have accepted the agreement
 - viii. The plaintiff was to subsequently contact the defendant and arrange for the exchange of money and return of licence
5. The defendant did not contact the plaintiff between 2pm on 1 June 2015 and 3 June 2015
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 7. The defendant breached the contract by denying the agreement and refusing to pay \$25 000

2016 Round 3 Defence Script

8. As a result of the defendant's breach of contract, the plaintiff has suffered loss

Particulars of loss

- ix. The vehicle was purchased for \$21 000
- x. The contract price for the vehicle was \$25 000
- xi. The vehicle was sold for \$20 000

SIGNATURE OF LEGAL REPRESENTATIVE

This statement of claim does not require a certificate under section 347 of the Legal Profession Act 2004.

I certify under section 347 of the Legal Profession Act 2004 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

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Signature

Capacity

Date of signature

2016 Round 3 Defence Script

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- You will be in default in these proceedings.
- The court may enter judgment against you without any further notice to you.

The judgment may be for the relief claimed in the statement of claim and for the plaintiff's costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

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6.17 further proceedings against you will be stayed unless the court otherwise orders.

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- Court forms are available on the UCPR website at www.lawlink.nsw.gov.au/ucpr or at any NSW court registry.

2016 Round 3 Defence Script

Form 7A (version 2)

UCPR 14.3

DEFENCE

COURT DETAILS

Court	District Court of New South Wales
Division	Common Law
List	General List
Registry	Sydney
Case number	

TITLE OF PROCEEDINGS

Plaintiff	Mitchell/Michelle Sail
Defendant	Danny/Dani Bye

FILING DETAILS

Filed for	Danny/Dani Bye defendant
Filed in relation to	Plaintiff's breach of contract claim
Legal representative	
Legal representative reference	
Contact name and telephone	

PLEADINGS AND PARTICULARS

1. The defendant admits paragraphs 1, 2 and 3 of the statement of claim
2. The defendant denies paragraph 4 and says the plaintiff and defendant had a conversation where the plaintiff offered to allow the defendant to test drive the vehicle on condition.

Particulars of conditions

- a) The defendant was to take the vehicle immediately and leave the plaintiff his/her licence as security

2016 Round 3 Defence Script

- b) The plaintiff was to contact the defendant on Monday 3 June 2015 to offer the defendant the option to purchase the vehicle
 - c) The agreed price of the vehicle was \$25 000
 - d) The defendant had the right to deny to purchase the vehicle on Monday 3 June 2015 or any time before this date
 - e) Failure to contact the plaintiff was not to be seen as acceptance of the offer
3. The defendant admits paragraphs 5 and 6
4. The defendant denies paragraph 7 and says that there was no agreement to purchase the vehicle. The defendant does not admit the loss plead in paragraph 8 and says that the loss is speculative.

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Statement of Danny/Dani Bye

1. My name is Danny/Dani Bye. I live at 1A Phillip St, Coogee. I am the defendant in this matter.
2. On 1 May 2015 I received my provisional license. I had practiced for an entire year for the test and as a result I got 100%. The driving instructor told me that I was the best student he had seen.
3. Now that I had a license, I wanted a car. I had been searching online for a month, when I came across a red Toyota Corolla 2009 model on carsales.com.au. It looked like it may be suitable.
4. At about 1pm on 1 June 2015, I called the number on the website and spoke to Mitchell/Michelle Sail. During our initial conversation I formed the impression that he/she was an experienced salesman and hungry to make a sale at any cost.
5. He/She told me to come over to his/her house at 2pm and he/she would show me through the car. Mitchell/Michelle told me that he/she would discount the price by 10% if I bought it today and that he/she would love to give me the keys today.
6. Before I left my mum/dad said to me "Don't you dare buy a car today, you need to look around"
7. I said to him/her "Don't worry I am just looking!"
8. He/she said to me "Used car salesmen are bad people! They will lie, cheat and steal just to sell you a car!"
9. After my dealing with Mitchell/Michelle I understand what my mum/dad meant. He/she lied and cheated and because of that I am in Court.
10. I arrived around 2pm and Mitchell/Michelle and I had a brief discussion in which he/she explained the features of the car. We then sat down at his/her desk and he/she said to me: "I want to do a deal, but I can't finalise anything without speaking to my business advisor Adam/Arianne. I don't think it will be a problem though, because he/she is on my back about making more sales"

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11. I quite liked the car and desperately wanted it. We agreed \$25 000 is a fair price.
12. I told Mitchell/Michelle "I am desperate for the car but will not buy it today because I want some time to think about it". I also said "I want to look around at other dealers".
13. Mitchell/Michelle was insistent and tried to bully and confuse me. He/she was using very high pressure tactics. He/she said "How about we do a deal. You take the keys and drive away the car. Leave me your license so I know your address for security reasons. I'll call you on Monday after you've driven the car, you can decide if you want it then for \$25 000"
14. I said "That seems fair, I'll take the car. Call me on Monday and if I like it I'll buy it for \$25 000 and if not I'll just give it back. I'll hear from you on Monday and I'll let you know my decision".
15. When I got home my mum/dad was furious, he/she said to me "What the hell have you bought this car for, I told you not to buy anything. You have to find a way to get out of this."
16. I calmed him/her down and explained that I didn't buy the car and that I am test driving it until Monday when I can decide.
17. He/She said "You are not buying the car on Monday, you need to look around more"
18. On Monday 3 June at about 11am I received a call from Adam/Arianne, Mitchell/Michelle's business advisor.
19. He/She said to me "My name is Adam/Arianne and I work for Mitchell/Michelle. Congratulations on the car, when can I come around to collect the money?"
20. I was very shocked and replied "I've driven it and decided I don't want to buy it, thank you for the opportunity though."
21. Adam/Arianne said: "Mitchell/Michelle explained to you the terms of the deal. If you didn't call by Monday the car is yours."
22. I replied: "We never had a deal, Mitchell/Michelle told me that he would call me Monday after I drove the car to discuss a settlement deal"

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23. At the time my mum/dad was screaming in the background that I better not be pressured into doing a deal and that I must say no.
24. Adam/Arianne came to pick up the car and the next thing I heard about the matter was when I was served with a statement of claim.
25. After being served with a statement of claim I asked around about Mitchell/Michelle. A friend of mine told me "He/she is a pretty high pressure salesman and is known for having a bad reputation".

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Statement of Peter/Patricia Bye

1. My name is Peter/Patricia Bye. I live at 1A Phillips St, Coogee. I am the defendant's father/mother.
2. My son/daughter desperately wanted a car. I was happy for him/her to have one but I wanted to make sure he/she got a good deal. I've dealt with car salesmen before and in my view they are shonky.
3. On 1 June 2015 at about 12pm, Danny/Dani called me into the study to show me a red Toyota Corolla 2009 model she was looking at on the internet. It looked like a good car and I told him/her to ring the dealer.
4. I've owned five cars in my life and my favourite one was a Toyota. They are a good build and last for a long time. The only part I didn't like was when I had to sell it to a dealer; they bargained me down to such a low price.
5. Before Danny/Dani left I warned him/her "Don't you dare buy a car today, you need to look around". Danny/Dani can be very impressionable and often makes rash decisions. I have known her to buy things spur of the moment and regret it later.
6. When Danny/Dani got home I was furious. She came home with the car. I said "What the hell have you bought this car for, I told you not to buy anything. You have to find a way to get out of this"
7. Danny/Dani was hesitant for a while and then explained the situation to me saying "We did not do a deal, I have the car until Monday to test drive and then on Monday I can decide if I want to buy it or not"
8. I said, "Even if you had a deal, you are not buying the car on Monday, you need to look around more"
9. If Danny/Dani would have been pressured into doing a deal I would have been furious. I probably would have punished him/her very severely. I was happy he/she didn't buy a car without looking around first.

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10. On Monday I was at home when Danny/Dani received a call from Adam/Arianne. He/She tried to pressure him/her into buying the car telling him/her they had a clear deal and because he/she didn't say anything before Monday he/she had to buy the car.
11. Danny/Dani replied : "We never had a deal, Mitchell/Michelle told me that he would call me Monday after I drove the car to discuss a settlement deal"
12. I was screaming at Danny/Dani in the background to make sure she didn't do a deal.
13. Adam/Arianne came to pick up the vehicle later that day and the next thing I heard, my son/daughter was served with a statement of claim.
14. I think that it is a low thing to do to not communicate with someone and then bring them to Court. There were many more options open to the plaintiff to resolve this dispute.