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STORY #1: Short Supply: A Contract Dispute

Instructions: Read the story. The numbered bold expressions you find in the story are not the correct legal terms. Replace each one with the appropriate expression from the word bank.





Word Bank

a) delays | b) fixed price | c) losses | d) competitor

Background

Emma's client, Halden Manufacturing Ltd, makes precision components for the automotive industry. Eighteen months ago, Halden signed a three-year supply contract with Corvex Metals PLC: Halden agreed to buy all its titanium alloy sheeting exclusively from Corvex at a **(1)** *) fixed price*, and in exchange Corvex promised guaranteed priority delivery if supplies ever ran short.

Six months later, a global titanium shortage hit the market. Corvex began quietly diverting shipments to other customers willing to pay above the fixed contract price, while telling Halden that "supply chain **(2)** *delays*" explained the late deliveries. Halden's production line shut down twice as a result, causing significant **(3)** *losses*. The truth only came out when a Corvex sales rep's email was leaked, revealing that stock earmarked for Halden had been sold to a **(4)** *competitor* at a higher price.

Word Bank:

e) back and forth | f) amicable settlement | g) pre-mediation meeting | h) instructed

The dispute

Once Halden discovered the leaked email, the company **(5)** *instructed* Emma to act. Rather than going straight to court, the parties first agreed to try mediation. Before it took place, the lawyers on both sides attended a **(6)** *) pre-mediation meeting* to agree the timetable and exchange key documents, including the leaked email and Corvex's shipping records.

In the weeks that followed, there was a great deal of **(7)** *back and forth* correspondence between the parties by email, as Emma pushed for compensation and Corvex continued to deny any wrongdoing. Emma's client genuinely hoped to reach an **(8)** *amicable settlement* without the cost and delay of court proceedings, but Corvex rejected every proposal Emma put forward.

Word Bank:

|*i) challenge* | *j) acting in bad faith* | *k) started litigation*

With settlement talks going nowhere, Halden ran out of patience and **(9)** *started litigation* against Corvex, while remaining open to a negotiated outcome if Corvex changed its position.

Once proceedings were underway, Emma set out the core of Halden's case: Corvex had been **(10)** *acting in bad faith* by secretly selling Halden's contracted stock to a third party while telling Halden the delays were unavoidable. Corvex's lawyers tried to **(11)** *challenge* this argument, claiming a "reasonable efforts" clause excused their conduct during a shortage.

Word Bank:

l) applicable law | m) make a counterclaim | n) going to trial | o) threat

Emma was confident the court would reject this defence, since the contract clearly named English law as the **(12)** *applicable law* and English courts had little sympathy for suppliers who prioritised profit over existing contractual promises.

Realising their main defence was weak, Corvex changed tactics: they threatened to **(13)** *make a counterclaim*, pointing to a single Halden invoice that had been paid two weeks late, in the hope of pressuring Halden into dropping the case.

Emma advised her client not to be distracted by this **(14)** *threat.*

With Corvex refusing to shift its position and the counterclaim proving weak, both sides accepted that the case was now **(15)** *going to trial.*