ST MARY’S UNIVERSITY

TWICKENHAM, LONDON

LLB, Criminology and Business Law Degree Examination students registered for

Level **[FOUR]**

Title: **Law of Contract**

Code: **Law4013**

Semester: **Resit**

Date: **2nd July 2019**

Time: **09:30 – 11:30 AM**

TIME ALLOWED: **TWO** HOURS

The examination for this module is open-book. This means you will be able to take into the exam an unmarked and un-annotated copy of Francis Rose, (2018) Blackstone’s Statutes on Contract, Tort & Restitution 2018-19 (29th Ed.) Oxford University Press. No other books or materials (including text books containing case law) will be allowed.

This paper is in THREE parts. You must attempt ALL parts of the paper. Part A contains TEN multiple choice questions. Each question carries equal marks. There is only ONE correct answer to each question in Part A. This Part is worth 20% of the final mark. Part B contains ONE problem question. This question is a mandatory question and therefore must be answered. This part is worth 40%. Part C contains FOUR essay questions and ONE must be answered. Each question carries equal marks. You must attempt ONE question from this section. This part is worth 40% of the final mark.

PART A

1. For an exclusion clause to be regarded as valid, it may be properly incorporated into the contract. True or false?

a. True

b. False

1. Within what period must a claim for breach of contract be made in a simple contract?

a. 2 years

b. 12 years

c. 3 years

d. 6 years

1. According to the postal rule, when does acceptance take place?

a. When the letter is received by the offeror

b. When the letter is read by the offeror

c. When the letter is posted

d. None of the above are correct

1. Anticipatory breach of contract takes place on the due date for performance?

a. True

b. False

1. Which of the following is correct?

a. The claimant in a case is never under a duty to mitigate their loss.

b. Damages which are too remote will always be recoverable

c. The claimant in a case is under a duty to mitigate their loss

d. None of the above are correct

1. Executed and executory consideration are valid forms of consideration. True or false?

a. True

b. False

1. Terms can be implied by the courts to give the contract business efficacy. True or false?

a. True

b. False

1. There is no such thing as the parole evidence rule. True or false?

a. True

b. False

1. Which of the following is correct?

a. Damages are designed to punish the defendant

b. Damages are punitive in nature

c. Damages are designed to compensate the claimant

d. None of the above are correct

1. In domestic, social and family contexts there is a rebuttable presumption that there is no intention to create a legal relationship. True or false?

a. True

b. False

PART B

Ali has been a very good neighbour to Alison and they have been living next to one another for 10 years. Alison has recently been away on a weekend visit to her mothers home in Yorkshire. When she returns she realises that Ali has mowed the front lawn, fixed her broken fence and painted her front door. When Alison sees what has happened, she is very happy and promises to pay Ali £500. Despite many weeks passing, Ali has not yet been paid.

Advise Ali in the light of the relevant rules of consideration.

PART C

1. Explain the ways in which terms in contracts are categorised.
2. Explain the rules as they apply to misrepresentation
3. Explain the salient rules as they apply to breach of contract
4. Explain the remedies available for breach of contract under the common law and equity.

**END OF EXAMINATION**