ST MARY’S UNIVERSITY

TWICKENHAM, LONDON

LLB, CRIMINOLOGY & BUSINESS LAW Degree Examination students registered for Level **FOUR**

Title: **Law of Contract**

Code: **LAW4013**

Semester: **TWO**

Date: **May 14th 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.**

Students should answer all the Multiple Choice Questions in Part A. This part attracts 20% of the mark for the exam.

Students should answer the problem question in Part B of the exam. This attracts 40% of the mark for the exam.

Students should answer any ONE question from Part C. This attracts 40% of the mark for the exam.

PART A

1. Which of the following is correct?

a. An offer can never be terminated

b. A counter offer will leave the initial offer intact

c. An offer is not the same as an invitation to treat

d. An offer is the same as an invitation to treat.

1. Minors are incapable of entering into any contract. True or false?

a. True

b. False

1. Terms can never be implied into a contract by statute. True or false?

a. True

b. False

1. Duress has the effect of rendering a contract void ‘ab initio’. True or false?

a. True

b. False

1. A contract is rendered terminated by which of the following?

a. Breach of contract

b. Revocation

c. Counter-offer

d. None of the above

1. James has placed an advert in the Twickly times which reads “ Ford Fiesta for sale, £5000 or nearest offer”. The advert is an example of:

a. Invitation to treat

b. A counter offer

c. An offer

d. A statement of intention

1. An innominate term is the same as a warranty. True or false?

a. True

b. False

1. An offer can never be made to the world at large. True or false?

a. True

b. False

1. Consideration need not be adequate but must be sufficient. True or false?

a. True

b. False

1. Which of the following is correct?
2. The claimant is under a duty to mitigate their loss if the claim is for more

than £5000

b. Undue influence is not a vitiating factor

c. Conditions are minor terms in a contract

d. Undue influence is a vitiating factor

PART B

Gillian has borrowed money from Jemima. The amount borrowed is £1000. Gillian agrees with Jemima that it will be paid by March 2019. Gillian and Jemima meet up in February and Jemima has suggested that as she needs some money urgently, she is willing to accept £800 as full and final settlement. Once she receives this money she reassures Gillian she will not make any further claims. A few months later, Jemima is asking for the balance to be paid to her and has threatened Gillian with legal proceedings.

Advise Gillian based on the law in relation to consideration.

PART C

1. Explain the difference between fraudulent misrepresentation and negligent misrepresentation.

2. Explain how a contract can be brought to an end.

3. Distinguish between conditions and warranties.

4. Explain how The Contract (Rights of Third Parties) Act 1999 changed the law on privity of contract.

**END OF EXAMINATION**