

Part II – The Law of contract

1. Explain the meaning of the term contract.
2. What is the usual remedy of breach of contract?
3. What is the underlying theory of a contract?
4. What standard is applied to parties in a contract?
5. Explain the meaning of an 'implied' term in a contract
6. What are the three essential elements of a contract?
7. Define the following:-
 - (a) A void contract
 - (b) A voidable contract
 - (c) An unenforceable contract
8. What case illustrates the principle that an offer can be made to a certain class of persons, a person, or the public at large?
9. Explain an 'invitation to treat'.
10. What is an invitation for tenders?
11. Is an advertisement or a request for bids at an auction an offer?
12. Which piece of legislation governs the retraction of bids at an auction?
13. Which case illustrates that the auctioneer must sell to the highest bidder?
14. An offer may be terminated in four ways. What are they?
15. Can a third party communicate revocation of an offer?
16. What does the postal rule say?
17. (a) What is the first essential element of a binding contract?
(b) What amounts to acceptance?
18. What were the two issues the House of Lords had to decide in the case of *Harvela Investments v Royal Trust Company of Canada* (1985)?
19. In *Household Fire Insurance Co v Grant* (1899) a letter was lost in the post. What did the Court hold in this important case in relations to Company Shares?
20. Does the postal rule apply to telegrams?

21. Does the postal rule apply to telephone, fax, e mail, text and telex?
22. The case of *Currie v Misa* (1875) gives a definition of consideration. What is consideration?
23. Which one of the following is true of consideration?
 - (a) It must be of adequate and sufficient value
 - (b) It must move from the promisee
 - (c) It must never be past
 - (d) It must be given in every binding agreement
 - (e) It may be performance of an existing obligation
24. Summarise the facts of *Stilk v Myrick* (1809).
25. What is the doctrine of equitable estoppel as illustrated in the case of *Central London Property Trust v High Trees House* (1947)?
26. Which case illustrates the objective test with regard to the 'intention to create legal relations'?
27. Where there is a domestic agreement there is a presumption that legal relations are not intended. What case illustrates this presumption?
28. All persons, in general, have the capacity to contract. There are four exceptions to this rule. Name those who do not have the capacity to contract?
29. What general rule applies in Commercial agreements?
30. Name three types of Corporation classified according to their mode of creation?
31. Name *four* types of contract which must be in writing.
32. What is the difference between a representation and a contract term?
33. What is the difference between a condition and a warranty?
34. Explain the significance of an innominate term.
35. In what circumstances may additional terms, not expressed in the contract, nonetheless be implied as part of the contract?
36. What is an exemption clause?
37. How can an exemption clause become a term of the contract?
38. What two techniques does the UCTA 1977 use for controlling exemption clauses?
39. What types of mistake render a contract void?

40. What is the effect of a mistake concerning the qualities of the subject matter of a contract?
41. What are the two equitable remedies that will relieve a party from the effects of his mistake in a contract where the common law would hold him/her to the contract?
42. What is a misrepresentation in contract?
43. Name three types of misrepresentation in contract.