



ICM

DECEMBER 2016

THE LAW OF CONTRACT

Instructions to candidates:

- a) Time allowed: Three hours (plus an extra ten minutes' reading time at the start – do not write anything during this time)
 - b) Answer any FIVE questions
 - c) All questions carry equal marks. Marks for each question are shown in []
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1. Explain what an **offer** is, the ways it can be **terminated** and distinguish it from an **invitation to treat**. [20]
 2. 'Consideration must be sufficient but need not be adequate.' Discuss this statement. [20]
 3. Explain the terms that are implied, by statute, into consumer contracts. [20]
 4. What is meant by **intention**, **capacity** and **form** in contract law? [20]
 5. Exclusion (exemption) clauses either limit or exclude liability in a contract, but for them to be effective they must form part of the contract. Using cases, explain how these clauses are incorporated into the contract. [20]
 6. Explain the differences between duress and undue influence. [20]
 7. Describe the remedies that are available for a breach of contract under common law. [20]
 8. Compare the law of mistake and the law of misrepresentation. [20]