

OXFORD CAMBRIDGE AND RSA EXAMINATIONS

Advanced GCE

LAW

2576

Law of Contract Special Study

Friday **28 JANUARY 2005** Morning 1 hour 30 minutes

Additional materials:
16-page Answer Booklet
Special Study Materials

TIME 1 hour 30 minutes

INSTRUCTIONS TO CANDIDATES

- Write your name, Centre number and candidate number in the spaces provided on the answer booklet.
- Answer **all** questions.
- If you use additional sheets of paper, fasten these securely to the answer booklet.

INFORMATION FOR CANDIDATES

- The number of marks is given in brackets [] at the end of each question or part question.
- The total number of marks for this paper is **100**.
- **All questions should be answered in continuous prose. You are reminded, therefore, that you will be assessed on your ability to organise and present information and arguments logically and coherently, and to communicate clearly and accurately, taking into account grammar, punctuation and spelling.**

This question paper consists of 2 printed pages.

You are reminded of the importance of including relevant knowledge from all areas of your course, where appropriate, including the English Legal System.

Answer all questions.

- 1 In Source 1 [page 2 lines 22–24 Special Study Materials] Lord Denning identifies that: “in times past the House of Lords used to correct errors into which the lower courts had fallen – and indeed errors into which the House itself or its predecessors had fallen – and ... it used to create new precedents to meet new situations.”

Consider the extent to which this is an accurate description of the application of precedent in the House of Lords before and after the introduction of the Practice Statement 1966. [25]

- 2 Discuss the extent to which the precedent in *Chappel & Co Ltd v Nestle* [Source 3 page 3 and Source 4 page 4 Special Study Materials] represents a development of the law on sufficiency of consideration. [15]

- 3 According to Major and Taylor [Source 12 page 8 lines 1–3 Special Study Materials] “If a party performs an act which is merely a discharge of a pre-existing obligation, there is no consideration, but where a party does more than he was already bound to do, there may be consideration.”

Consider the extent to which the development of the rules on performance of an existing duty mean that for there to be consideration for a fresh promise, a party must do ‘more than he was already bound to do’ under the existing duty. [30]

- 4 Clare, Maureen and Pauline all work in the law school where Chris is a lecturer. Consider whether or not each of them could enforce the following agreements in each situation:
- Chris asks Clare if she will type out the manuscript for his latest Contract Law text book. No mention is made of payment but after the work is completed Chris says that he will pay Clare £300.
 - Maureen who has previous experience as a proof reader volunteers to proof read the manuscript. Chris gratefully accepts. After the work is done Chris promises to pay Maureen £100.
 - When the typed manuscript is completed and proof read Chris has lectures all day and cannot get to the post. He promises Pauline that in future he will try to stop moaning about his workload if she will take the manuscript to the post and send it to the publishers for him.

[30]