

ADVANCED GCE

G146

LAW

Law of Contract Special Study

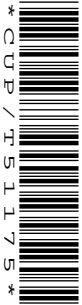
FRIDAY 20 JUNE 2008

Afternoon

Time: 1 hour 30 minutes

Additional materials (enclosed): Answer Booklet (8 page)
Law of Contract Special Study Materials

Additional materials (required):
None



INSTRUCTIONS TO CANDIDATES

- Write your name in capital letters, your Centre number and Candidate Number in the spaces provided on the Answer Booklet.
- Read each question carefully and make sure you know what you have to do before starting your answer.
- Answer **all** questions.
- If you use additional sheets of paper, fasten these securely to the Answer Booklet.
- Write the numbers of the questions you answer on the front of your Answer Booklet.
- You are reminded of the importance of including relevant knowledge from **all** areas of your course, where appropriate, including the English Legal System.

INFORMATION FOR CANDIDATES

- The special study materials have provided a starting point for study of the topics set. Each booklet contains source material which indicates the area of substantive law to be tested. You are expected to demonstrate understanding of the area of law and the development of law and to use legal methods and reasoning to analyse legal material, to select appropriate legal rules and apply these in order to draw conclusions.
- **Quality of Written Communication (QWC)**
Candidates are reminded of the need to write in continuous prose where appropriate. You will be assessed on your written communication and your use of appropriate legal terminology.
- The number of marks for each question is given in brackets [] at the end of each question or part question.
- The total number of marks for this paper is **80**.

This document consists of **2** printed pages.

Answer **all** questions.

- 1 Discuss the significance of the case of *Thomas v Thomas* [Source 1 page 2 Special Study Materials] to the development of the law on consideration. [12]
- 2 In Source 6 [page 5 lines 1–4 Special Study Materials] the author states that “*In many contractual situations, it makes perfectly good sense for a party to promise an extra reward in return for the other party performing what he is already obliged to do. Provided that the promise is given freely, it is irrational for the law to obstruct the enforcement of the promise by insisting on the classical requirement of exchange . . .*”

Discuss how the courts have developed the rules on consideration in the light of the above statement. [30]

- 3 Examine whether or not good consideration could be identified in each of the following situations.
- a) Ross, a professional golfer, has been driving for several hours to get to a tournament. Ross is very thirsty and can find no shops open. He stops by a young boy, Stephen, who is drinking a bottle of cola. Ross asks for a drink and when Stephen asks ‘What’s it worth?’, Ross agrees to pay £50 for the whole bottle. Ross drinks the cola and then refuses to give Stephen any money. (10)
- b) Tim is desperate to become a professional cricketer. He asks Uriah, who plays for a local cricket club, if Uriah will help him to get a trial with his club. Uriah arranges a trial for Tim, who is then appointed as an apprentice. Tim is so pleased that he then promises to pay Uriah £100 from his first month’s wages but Tim never does so. (10)
- c) Vijay, a football fan, meets the Wanderers’ player Xaviera outside the football ground. Vijay asks for Xaviera’s autograph. Xaviera says that he will only sign the autograph for Vijay if Vijay brings him luck by cheering for him during the game so that Xaviera scores. Xaviera does score twice but he still refuses to sign an autograph for Vijay. (10)

[30]

QWC [8]