

QUESTIONS: AGREEMENT AND CERTAINTY

1. Is a display on supermarket shelves an offer or an invitation to treat? (1)
Give an authority for your conclusion. (1)
2. There are some **special** rules which apply to unilateral contracts. State four such rules (giving authority for each proposition stated). (4)
3. What is the postal rule? (1) Give a case example to illustrate this rule. (1)
4. What is the case authority for the fact that the postal rule may be ousted by requiring actual communication? (1)
5. Explain the mirror image rule. (1)
What is the effect of introducing a new term or amendment of the offer terms when the offeree purports to accept? (2) Give authority for this last proposition. (1)
6. What is the leading case authority on battle of forms? (1)
What does this case decide? (2)
7. *Dickinson v Dodds* can be cited as authority for two propositions of law. What are they? (2)
8. What did the CA decide in *Blackpool & Fylde Aero Club v Blackpool BC*? (1)
9. If the offeror has prescribed a particular method of acceptance and has not made that method mandatory, when will acceptance by a different method suffice? (2)
Give an authority for this principle. (1)
10. Cite three cases that discuss the effect of telex communications and briefly explain the significance of each decision. (3)
11. What is the significance of the decision in *Errington v Errington*? (2)
12. How is it possible to distinguish *Errington* and the decision of the House of Lords in *Luxor v Cooper*? (2)
13. Which of the following statements is correct? (1)

Shuey v US decides that

- (a) It is not necessary to communicate a revocation of a unilateral offer;
- (b) It is not necessary to communicate revocation in the case of unilateral offers to the whole world;
- (c) It is sufficient, in the case of a unilateral offer to the whole world where the offerees are unascertained, to communicate the revocation via the same channel as used for the offer;
- (d) It is sufficient to communicate the revocation of a unilateral offer via the same channel as used for the offer.

14. Where an essential term in an agreement is vague, in what circumstances are the courts likely to supply details of the terms? (2)

15. In what circumstances do agreements to negotiate constitute an enforceable contract? (3)

Total available points: 35