

QUESTIONS: TERMS AND BREACH OF CONTRACT

1. What distinguishes a pre-contractual statement that is a term from a pre-contractual statement that is only a mere representation? (2)
2. What is the basic test for determining if a pre-contractual statement is a contractual term or mere representation? (1)
3. What differences exist between statements that are terms and statements that are representations in terms of the remedy of damages? (3)
4. What is the effect of signature to a written document? (1)
5. Explain the methods used by the Court of Appeal in *J. Evans v Andrea Merzario* to avoid the operation of the parol evidence rule. (2)
6. How may a party seek to ensure that he gives reasonable notice of written terms that he seeks to include in an oral contract? (3)
7. What did Lord Denning say in *Thornton v Shoe Lane Parking* about the process of contract formation in
 - (a) ticket cases (2)
 - (b) contracts involving automatic machines (2)?
8. Distinguish between terms implied in fact and terms implied in law. (4)
9. Distinguish strict contractual obligations and qualified contractual obligations and give an example of each. (4)
10. What are the legal consequences of a breach of contract? (2)
11. What constitutes a repudiatory breach of contract? (2)
12. Is a term a condition where the parties classify it as such? (2)
13. What is the significance of s.15A Sale of Goods Act 1979 (as inserted by the Sale and Supply of Goods Act 1994)? (2)

14. What are the advantages and disadvantages of using the effects of the breach test to determine the right to terminate the contract? (3)

15. What is the case authority for the fact that if the innocent party chooses to affirm the contract following an anticipatory repudiatory breach, he can continue to perform the contract and claim the contract price? (2)

16. What are the limitations on the availability of the principle mentioned in question 15? (3)

Total available points: 40