

QUESTIONS: AGREEMENT MISTAKES

1. Explain what is meant by stating that a contract is void for agreement mistake. (2)
2. How can *Hartog v Colin & Shields* and *Smith v Hughes* be distinguished? (3)
3. What is the essential difference between a mutual mistake and a unilateral mistake? (2)
4. Why is it important to determine whether a contract is void for mistake as to identity or voidable for fraudulent misrepresentation as to identity? (3)
5. What does a mistaken party need to show in order for a contract to be void for mistake as to identity? (6)
6. What is the consequence if the contract is in fact void? (1)
7. In *Ingram v Little* what did Devlin LJ propose as an alternative to the void or voidable solution? (3)

Total available points: 20