

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

Question One: 18/50 marks

Answer Just Six of the following Questions:

1) Pressure exerted on the other contracting party must be illegitimate for voidable contract. Explain.

.....
.....
.....

2) How mistake as to the existence of the subject matter could make the contract void?

.....
.....
.....

3) Mistake must induce the contract. Explain.

.....
.....
.....

4) What is the *Quantum Meruit* principle?

.....
.....
.....

5) Mention the five conditions need to be satisfied to amount for duress.

.....
.....
.....
.....
.....

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

6) What is the entire performance rule?

.....
.....
.....

7) Mention the three categories of remedies.

.....
.....
.....

Question Two: 10/50marks

Define Just Five of the following Expressions:

1. The Usual Remedy

.....
.....

2. Pecuniary loss.....

.....
.....

3. Fundamental Mistake.....

.....
.....


4. Undue influence

.....
.....

5. Breach of the contract.....

.....
.....

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

their products. After the contract with the carriers was made, the carriers insisted on raising their charges, threatening to stop deliveries unless the higher price was paid. This happened at a vulnerable time for Kafco, when the shops were beginning to require deliveries for the Christmas period, so they had no time to find an alternative carrier. They reluctantly agreed to the new terms, but later refused to pay the extra.

Does the carrier (Atlas Ltd) has the right to get the extra price from Kafco? Discuss.

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

3. The leading House of Lords’ case on common mistake is Bell v Lever Brothers (1932). In that case, Bell and Snelling had been appointed chairman and vice-chairman of a company controlled by Lever Brothers. Their contracts were for five years but, before that time was up, a company merger occurred, which meant that there was no longer enough work for the two men. Consequently, at Lever Brothers’ suggestion, Bell and Snelling agreed that their contracts should be terminated, and that they would be paid a total of £50,000 compensation. Lever Brothers later discovered that both men had committed breaches of their contract, and so could have been dismissed without compensation. The company then sued the men to get the £50,000 back, arguing that their agreement was void for mistake.

Will the claimant (Lever Brothers) succeed to get back their compensating money given to the two brothers? Discuss.

.....
.....
.....
.....
.....

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

.....
.....
.....
.....
.....

4. **Pilbrow v Pearless de Rougemont & Co** (1999). The appellant had telephoned a firm of solicitors and asked to make an appointment with a solicitor. The appointment was arranged with an employee who was not a qualified solicitor. He was not informed that the employee was not a solicitor. The appellant was dissatisfied with the quality of the legal services he had received and refused to pay the outstanding fees. The firm sued for their fees.

Does the firm of solicitors have the right for fees? Discuss.

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Extra Question : (Make up for Mid-Exams) 30/30 marks

Read the assumptions carefully, answer the following questions:

1. If Ali offer £100 to anyone who finds his lost dog. Does finding the dog will be an acceptance of the offer, making my promise binding for him? Why?

.....
.....
.....
.....

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

.....
.....
.....

2. If Sally advertise her car at a certain price for selling at the back of a newspaper. Does this type of advertisement considered as an offer? Why?

.....
.....
.....
.....
.....
.....
.....
.....

3. If Ann sent a telex to Ben accepting his offer of selling his laptop with the same price, but the telex does not reach Ben. Does the telex message sufficient to be considered as acceptance? Why?

.....
.....
.....
.....
.....
.....
.....
.....

Read the cases carefully, then answer the following questions:

1. In **Thomas v Thomas (1842)** the claimant was a widow whose husband had stated that if he died before his wife, she should be allowed to live in his house for the rest of her life, after which it was to pass to his sons. When the man died, the defendant, who was his executor, agreed that the widow could continue to occupy the house in return for a promise that she would pay £1 a year and keep the house in good repair. Despite this, sometime later, the

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine

Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

defendant tried to evict the widow, so she sued for breach of contract. **Does the promise binding? What was the defendant claim? What was the decision and argument of the court?**

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

2. In **Alliance Bank Ltd v Broom (1864)** Broom had an overdraft of £22,000 with the bank, and they asked him to provide some security. Mr. Broom promised to do so, but never did, and as a result the bank sued him. **What was the argument of Mr. Broom? What was the decision and argument of the court?**

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

3. In **Scotson v Pegg (1861)** Scotson contracted with A to supply a cargo of coal to A, or to anyone A nominated. Scotson was instructed by A to deliver the coal to Pegg who was a third party to the original contract between Scotson and A. Pegg promised to unload the coal at a stated rate of pay. He subsequently failed to do the agreed unloading. Scotson sued Pegg, claiming that their promise to deliver the coal to him was consideration for his promise to unload it. Pegg claimed this could not be consideration, since Scotson was already bound to supply the coal under the contract with A. **what was the decision and argument of the court?**

Course No: LAWN 2313
Course Title: Law of Contract
Date:12/1/2017
No. of Questions: (3)
Time: 2 hours
Using Calculator (No)

University of Palestine



Final Exam
2016/2017
Total Grade:50

Instructor Name: Dr. Anwar El Tawil
Student No.: _____
Student Name: _____
College Name: _____
Dep. / Specialist: _____
Using Dictionary (No)

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Good Luck