

College Name: Faculty of Law.
Course No: LWEN 2313
Course Title: Law of Contract.
Instructor Name: Eman Al Burbar
Date:
Time: 2 hours.

University of Palestine

Final Exam
the First Semester – 2018/2019

Student Name: _____
Student No.: _____
No. of Questions: (4)
Using Dictionary (No)

Question One: (6 Marks)

Decide whether following sentences are True (T) or False (F).

- 1- A misrepresentation is a true statement of fact by one party which has induced the other to enter into the contract().
- 2- Consideration must be sufficient and need to be adequate ().
- 3- Actual undue influence arises where the claimant can prove that they entered the transaction as a result of undue influence from the other party. ().
- 4- Executory consideration is where something is to be done in the future after the contract has been formed().
- 5- The other party cannot object to such vicarious performance unless it prejudices their interests. ().
- 6- Personal services by its nature, unlikely to be the subject of an order for specific performance.

Question Two: (10 Marks)

Give the entire legal definition for the following terminologies.

- Quantum Meruit:
Untrue Statement:
Undue influence:
Frustration:
Injunction:

Question Three: (20 Marks)

Essay:

- 1- There are some conditions need to be satisfied in order for there to be a finding of duress. **Mention and Analyze them.**
- 2- What is breach and the effects of it, Explain its types and explain the main circumstances in which the innocent party may choose to discharge.

Question Four: (14 Marks)

What is the court decision of these cases, Define the legal principles and Analyze them.

In one of the cases the father promised not to make his son repay money he had borrowed, if the son promised not to keep boring him with complaints.

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1- A small basketware company had secured a valuable contract to supply its products to Woolworths. They then contracted with a national firm of carriers to transport 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.

End of Questions
Good Luck