



UNIVERSITY OF CAMBRIDGE INTERNATIONAL EXAMINATIONS
General Certificate of Education Advanced Level

LAW

Paper 3 Law of Contract

9084/33

May/June 2011

1 hour 30 minutes

Additional Materials: Answer Booklet/Paper

READ THESE INSTRUCTIONS FIRST

If you have been given an Answer Booklet, follow the instructions on the front cover of the Booklet.

Write your Centre number, candidate number and name on all the work you hand in.

Write in dark blue or black pen.

Do not use staples, paper clips, highlighters, glue or correction fluid.

Answer **one** question from **Section A**, **one** from **Section B** and **one other**, thus making a total of **three** responses required.

At the end of the examination, fasten all your work securely together.

The number of marks is given in brackets [] at the end of each question or part question.

This document consists of **3** printed pages and **1** blank page.



Candidates must attempt **one** question from **Section A**, **one** from **Section B** and **one other**, thus making a total of **three** responses required.

Section A

- 1** English law strikes a delicate balance between rules based on freedom of contract and doctrines designed to protect those people in society unable to protect themselves.

Consider the current rules relating to capacity of minors to make contracts and, using examples, discuss the extent to which such a balance has been achieved. [25]

- 2** Unless there are exceptional circumstances, the buyer of goods becomes the owner when payment is made or arranged and possession is taken of them.

Assess the extent to which this is true when the contract in question is induced by:

(a) misrepresentation;

(b) operative mistake. [25]

- 3** Specific Performance is a discretionary remedy in civil law.

Explain why discretionary remedies exist and examine whether the limited conditions under which specific performance is granted for breach of contract are justifiable and fair. [25]

Section B

- 4 Amanda arranges to have her car repaired at Simon's workshop. Simon quotes her a price of £500 for the work. Halfway through the job, Simon realises that he has miscalculated the amount of work involved and he contacts Amanda to say that the job will cost an extra £100 and that he will not finish the work unless she agrees to pay the extra amount. Amanda reluctantly agrees.

Having paid him £600 to get the car back, she discovers oil and grease all over the floor of the car. She complains to Simon who simply points to a notice stating that he accepts no liability for damage caused to vehicles whilst on his premises.

Advise Simon and Amanda of any legal rights, duties and remedies arising from the above situation. [25]

- 5 Club Mencer post letters to their credit card account-holders inviting them to join a new wine club. The letter says that members of the club will benefit from special price wine delivered to their homes at regular intervals, that membership lasts for one year and that members must order at least 12 bottles of wine every 3 months. The letter also says that new members are entitled to an introductory bonus of 12 bottles at half the normal price. In smaller print, however, it says that to qualify for the introductory bonus, stocks of which are limited, new members must have placed their order by 1 April.

Lorraine receives a copy of the letter, applies for membership and places an order for the introductory bonus. Her application is posted on 24 March but it fails to arrive until 3 April, by which time the stock of introductory bonus wine has all been sold. Carol also receives the letter from Club Mencer. She applies for the introductory bonus wine and it is delivered to her. She then orders no further wine during her year's membership because she claims that she didn't know she had to.

Taking into account the rules on formation of contract, consider whether Lorraine and Carol are each bound by a contract of membership to the wine club and analyse their respective rights and liabilities in the light of the above circumstances. [25]

- 6 Samira is a well-known writer. She is planning a party on 20 April in order to launch her new book and a number of well-known writers are going to attend.

Javed, a carpenter, agrees to build and fit two bookcases, each for a separate price, to replace an interior door and handle for £100 and to supply and fit three kitchen cupboards for £1000. All of the work is to be completed in time for the party.

Javed manages to build and fit one bookcase in time, to replace the interior door (but not to fit its handle), but when he arrives at Samira's house to fit the kitchen cupboards, she turns him away because she is busy in the kitchen preparing food for the following day's celebration.

Advise Javed as to his contractual entitlement to payment for the work he has done for Samira and the remedies that he might be granted should he need to sue her. [25]

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