Cambridge International AS & A Level

Cambridge Assessment International Education
Cambridge International Advanced Subsidiary and Advanced Level

LAW **9084/32**

Paper 3 Law of Contract **May/June 2019**

1 hour 30 minutes

No Additional Materials are required.

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READ THESE INSTRUCTIONS FIRST

An answer booklet is provided inside this question paper. You should follow the instructions on the front cover of the answer booklet. If you need additional answer paper ask the invigilator for a continuation booklet.

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

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

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

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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 An offer does not stay open indefinitely.

Describe the ways in which an offer can come to an end and assess whether the law in this area is still subject to uncertainty. [25]

2 Describe the vitiating factors of fraudulent misrepresentation and unilateral mistake as to identity and assess their respective merits when bringing an action. [25]

3 Describe the legal rules governing expectation loss and reliance loss in a claim for damages. Assess the extent to which limitations imposed by the law restrict a claimant's right to choose on what basis to make a claim. [25]

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Section B

4 Julius has to present a history lecture in London on Roman Britain. When he sets out, his car will not start. His neighbour, Kira, agrees to his request to drive him there and back in her car. When they return Julius says he is so grateful for her help and he will pay her £100. He does not.

After the lecture Julius meets Mia. She has published a book by Julius and is contracted to pay him £1000. Mia explains that she cannot pay the full amount and asks if Julius would settle for £500 plus a copy of a rare first edition book on Roman coins. He agrees.

Consider whether or not consideration will be found to make Julius's agreements with Kira and Mia enforceable. [25]

5 Ranjit is a regular paying visitor to Thrillseekers Theme Park (TTP). On this particular visit, he breaks his arm when he is thrown from a ride because TTP has failed to properly maintain the safety belt. The camera he is holding is damaged beyond repair.

When Ranjit seeks compensation, TTP denies liability. They highlight a clause printed on the back of his admission ticket and displayed on a notice at the ticket office which states:

> Thrillseekers Theme Park accepts no liability for any loss or injury to visitors however this may arise.

Advise Ranjit whether he can successfully claim against TTP in Contract Law for his injury and the loss of his camera. [25]

6 Nina invites her brother, Omar, to her house to watch the final of a tennis tournament being shown on a pay-per-view sports channel. She says she will pay for the broadcast if Omar supplies some food. He agrees but fails to bring anything to eat.

Feeling hungry, Nina visits Premium Pizza. She has seen the company's advertisement in a newspaper promising a free soft drink to every customer who buys a pizza. When she has paid and received her pizza, she is told the free drink is not available because they have run out of stock.

Advise Nina whether the agreements she has made with Omar and Premium Pizza are enforceable. [25]

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