Cambridge Assessment International Education

Cambridge International AS & A Level

LAW **9084/33**

Paper 3 Law of Contract **May/June 2023**

1 hour 30 minutes

8769042223

You must answer on the enclosed answer booklet.

You will need: Answer booklet (enclosed)

INSTRUCTIONS

- Answer **three** questions in total:
  - Section A: answer **one** question.
  - Section B: answer **two** questions.
- Follow the instructions on the front cover of the answer booklet. If you need additional answer paper, ask the invigilator for a continuation booklet.

INFORMATION

- The total mark for this paper is 75.
- The number of marks for each question or part question is shown in brackets [ ].

This document has **4** pages. Any blank pages are indicated.

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Section A

Answer **one** question from this section.

EITHER

1 Razia decides to park her car in a car park that she regularly uses. At the entrance to the car park, there is a large sign which clearly states:

> *'No liability is accepted by XYZ Parking for any damage to vehicles howsoever caused.'*

Thirty metres further on, Razia has to stop at the barrier in order to pay to park. She pays the required amount into the pay machine. This lifts the barrier and she parks her car.

She then visits a nearby clothing shop where she tells the salesperson that she wants to buy a waterproof coat to keep her dry in the rain. The salesperson shows Razia several coats which have the label 'waterproof' attached. She chooses one and pays for it.

When Razia returns to her car she finds her windscreen broken. One week later her new coat does not keep her dry when she wears it in the rain.

Razia seeks compensation from XYZ Parking for the damage to her car but it refuses, arguing that the clause on the sign at the entrance to the car park protects it from liability. She claims that she did not see the sign. She also demands a refund for the coat from the shop but the manager refuses.

Advise Razia of the validity of the exemption clause in the car park and her consumer rights in relation to the coat. [25]

OR

2 Len is planning an auction sale (to sell items on behalf of many owners) and distributes catalogues to advertise it. Mike, Neil and Paula all receive copies and decide to bid for items.

Mike travels 100 miles to the auction in order to bid for a painting he saw listed in the catalogue. When he arrives he is annoyed to discover that Len has withdrawn the painting from the auction.

Neil sees a vase in the catalogue, which is to be sold 'without reserve'. Neil is the highest bidder for the vase in the auction room, but Len says that he cannot sell it to him as it did not reach the price the owner wanted. Neil insists the vase is his.

Paula sees a gold ring in the catalogue that she would like to buy. On auction day, a bidder in the auction room bids £1000 for the ring. Over the telephone, Paula bids £1100 but Len does not hear her as the telephone connection is very bad. There are no further bids and Paula is upset when she discovers that the ring has been sold to the bidder in the auction room for £1000.

Advise Len of his potential contractual liability, if any, to Mike, Neil and Paula. [25]

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Section B

Answer **two** questions from this section.

3 The law regarding the contractual capacity of minors successfully balances the protection of minors with fairness towards adults who make contracts with them.

Assess to what extent this statement is true. [25]

4 In developing the doctrine of frustration, there has been reluctance to allow it to be used for the purpose of escaping a bad bargain.

Assess to what extent this statement is true. [25]

5 Performance of an existing duty can never amount to valuable consideration to enforce a new promise.

Assess to what extent this statement is true. [25]

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