Cambridge Assessment International Education

Cambridge International AS & A Level

LAW **9084/32**

Paper 3 Law of Contract **May/June 2024**

1 hour 30 minutes

2554635660

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.

© UCLES 2024

Section A

Answer **one** question from this section.

EITHER

1 Jada, aged 17, gains employment as an apprentice plumber with XY Plumbers. Jada's contract of employment states that she is to be paid £100 per week and is to work Monday to Thursday, 10:00–16:00. She has a one-hour lunch break each day. In addition, XY Plumbers pay for Jada to go to college on Fridays.

Jada orders the most expensive work clothes from AB Clothing. She obtains a loan from a bank to buy tools for the apprenticeship. Her parents act as guarantors for the loan.

After two months Jada no longer wants to be a plumber and stops going to work and college. She claims that:

- she is not bound by the apprenticeship contract
- she does not have to pay for the work clothes
- the bank cannot demand repayment of the loan.

Advise XY Plumbers, AB Clothing and the bank whether these contracts are enforceable. [25]

OR

2 On 1 June Euan phones Daniel offering to sell him a gold coin for £10 000. Daniel says that he will need to think about the offer. Euan agrees to keep the offer open until 16:00 on 5 June.

On 2 June Daniel emails Euan asking if he would accept payment in instalments and, if not, would he sell for £8500.

On 4 June Rachel meets Euan in person and offers him £12 000 for the coin. Euan accepts her offer immediately.

On 5 June at 10:00 Euan leaves Daniel a voicemail message letting him know the coin is no longer for sale. Daniel does not listen to the voicemail message and emails Euan at 15:45 that day agreeing to pay £10 000.

Advise the parties whether there has been offer and acceptance. [25]

© UCLES 2024

Section B

Answer **two** questions from this section.

3 Traditionally, the remedy for the breach of a contractual term has been determined according to the status of the term when the contract was made.

Assess the extent to which uncertainty has been created by the introduction of innominate terms. [25]

4 Discuss the extent to which the performance of an existing duty will amount to valuable consideration. [25]

5 The limits on the doctrine of frustration are in place to stop parties from avoiding contractual obligations.

Assess the validity of this statement. [25]

© UCLES 2024

BLANK PAGE

Permission to reproduce items where third-party owned material protected by copyright is included has been sought and cleared where possible. Every reasonable effort has been made by the publisher (UCLES) to trace copyright holders, but if any items requiring clearance have unwittingly been included, the publisher will be pleased to make amends at the earliest possible opportunity.

To avoid the issue of disclosure of answer-related information to candidates, all copyright acknowledgements are reproduced online in the Cambridge Assessment International Education Copyright Acknowledgements Booklet. This is produced for each series of examinations and is freely available to download at www.cambridgeinternational.org after the live examination series.

Cambridge Assessment International Education is part of Cambridge Assessment. Cambridge Assessment is the brand name of the University of Cambridge Local Examinations Syndicate (UCLES), which is a department of the University of Cambridge.

© UCLES 2024