

Ollscoil na hÉireann, Gaillimh  
*National University of Ireland, Galway*

GX 1799

**Semester II Examinations, 2002/2003**  
**Front Page Template**

Exam Code(s) 1BA1, 1BL1, 1BL2 1EM1 1OA1  
 1<sup>ST</sup> ARTS, 1<sup>ST</sup> LL.B. ERASMUS & OCCASIONAL

Exam(s)

Module Code(s)

LW106/LW328

Module(s)

CONTRACT LAW

Paper No.

PAPER 1 FOR 1<sup>ST</sup> BA'S  
 N/A FOR LL.B.

Repeat Paper

Special Paper

External Examiner(s)

Mr. David Capper

Internal Examiner(s)

Ms. Noelle Higgins

**Instructions:**

**Answer FOUR questions.**

Erasmus students may answer 1 less question

Duration

**THREE HOURS**

No. of Answer books

1

**Requirements:**

Handout

MCQ

Statistical Tables

Graph Paper

Log Graph Paper

Other Material

No. of Pages

2

Department(s)

LAW

1. 'Consideration' is often a mere fiction devised to make a promise enforceable and, as such, serves little purpose. It would be advantageous to abolish consideration and leave the more satisfactory requirement of intention to create legal relations as the test of an agreement's enforceability.  
Discuss.
2. **Answer both (a) and (b)**  
 (a) With regard to terms of a contract distinguish between conditions and warranties.  
 (b) Explain innominate / intermediate terms with reference to the relevant case law.
3. Melanie is a first year student in NUI, Galway. She is from a village 30 miles away from college and travels home by train every weekend to work in the local shop. Just above the ticket office window in the train station is a sign which states that all tickets are issued subject to certain conditions which are displayed in all carriages of all trains. Melanie bought a ticket, on which there was no reference to terms or conditions. The ticket collector accidentally kicked Melanie's bag which contained a very expensive personal stereo which broke.  
 One of the terms displayed in the train carriages was: 'Passengers travel with their baggage at their own risk. Neither the Train Company nor any of its servants will accept liability for damage or loss to passengers' goods. The Company's servants are parties to this contract.'  
 Advise Melanie.
4. Comment on the way in which the issue of mistake may be treated differently in equity and at common law.
5. Briefly explain the different categories of misrepresentation and discuss the issue of misrepresentation with regard to the nature of the representation.
6. Mary Beth worked as a fitness instructor in a gym belonging to 'Healthy Habits Company' in Galway City. Her contract of employment provided that she would not 'undertake or carry on either alone or in partnership or be employed or interested directly or indirectly in any capacity whatsoever in any Health industry business' in Co. Galway for a period of 3 years following termination of her contract with Healthy Habits.  
 Mary Beth left employment with 'Healthy Habits' and began to work for 'Fitness Freaks', a gym in a small town just 5 miles outside Galway City, as a fitness consultant. Some of her former clients moved from 'Healthy Habits' to 'Fitness Freaks' when Mary Beth moved.  
 Her former employers now wish to enforce this provision against her.  
 Advise Mary Beth.

PTO

7. Twenty members of the Ballybuffer handball club had planned to attend the All Ireland handball club semi-final in Dublin to support their local player Ray Keane. The club had won free tickets to the game and all the Ballybuffer fans had to do was to hire a bus to take them to the stadium. Mickey Joe, the bus driver, agreed to drive them there for €200. They had to pay a deposit of €80, with the balance due on the day of the journey.

On the morning of the semi-final, Mr Keane made a statement to the effect that he would not take part in the semi-final because he no longer wished to represent his club as they had never provided adequate training facilities for him and that he hated all the attention he was getting in his local town from his fans.

The Ballybuffer fans were very upset and contacted Mickey Joe to tell him that they no longer wanted to go to the game and that they wanted their deposit back. Mickey Joe stated that they had a contract and he was still willing to bring the fans to Dublin where they could see the other semi-final and that he wanted the balance of the contract price.

Advise both the Ballybuffer fans and Mickey Joe as to the merits of their arguments.

8. **Briefly discuss any 2 of the following**

- (a) The ways in which the relationship of Agency can arise.
- (b) Economic Duress.
- (c) The distinction between an Offer and an Invitation to Treat.
- (d) Factors which mitigate the harshness of the doctrine of Perfect Performance.

**END**