

DelsuTools Generated Past Questions

LAW 401: Law of Contract I

Department: Law | Faculty: Law

Level: 400 | Semester: Harmattan | Session: 2016/2017

1. Question 1: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

2. Question 2: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

3. Question 3: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

4. Question 4: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

5. Question 5: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

6. Question 6: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

7. Question 7: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

8. Question 8: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

9. Question 9: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

10. Question 10: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

11. Question 11: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

12. Question 12: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

13. Question 13: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

14. Question 14: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

15. Question 15: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

16. Question 16: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate

- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

17. Question 17: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

18. Question 18: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

19. Question 19: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

20. Question 20: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

21. Question 21: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

22. Question 22: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

23. Question 23: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

24. Question 24: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

25. Question 25: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

26. Question 26: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

27. Question 27: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

28. Question 28: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

29. Question 29: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

30. Question 30: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

31. Question 31: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

32. Question 32: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co

- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

33. Question 33: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

34. Question 34: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

35. Question 35: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

36. Question 36: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

37. Question 37: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

38. Question 38: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in Hyde v Wrench.

39. Question 39: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

40. Question 40: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

41. Question 41: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

42. Question 42: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. Carlill v Carbolic Smoke Ball Co
- B. Fisher v Bell
- C. Pharmaceutical Society of Great Britain v Boots
- D. Hyde v Wrench

Answer: A

Explanation: Carlill v Carbolic Smoke Ball Co established that advertisements can constitute unilateral offers to the world.

43. Question 43: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer
- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in *Hyde v Wrench*.

44. Question 44: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

45. Question 45: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

46. Question 46: Which of the following describes an 'Invitation to Treat'?

- A. A binding offer
- B. A statement of willingness to negotiate
- C. An acceptance of an offer
- D. A counter-offer

Answer: B

Explanation: An invitation to treat is not an offer, but an invitation to other parties to make an offer (e.g. goods displayed on a shop shelf).

47. Question 47: In the law of contract, which case is the locus classicus for 'unilateral contracts' and advertisements?

- A. *Carlill v Carbolic Smoke Ball Co*
- B. *Fisher v Bell*
- C. *Pharmaceutical Society of Great Britain v Boots*
- D. *Hyde v Wrench*

Answer: A

Explanation: *Carlill v Carbolic Smoke Ball Co* established that advertisements can constitute unilateral offers to the world.

48. Question 48: A counter-offer has the legal effect of:

- A. Accepting the original offer
- B. Rejecting the original offer

- C. Suspending the original offer
- D. Enforcing the original offer

Answer: B

Explanation: A counter-offer rejects and terminates the original offer, as established in *Hyde v Wrench*.

49. Question 49: Which element refers to value given in exchange for a promise?

- A. Capacity
- B. Consideration
- C. Acceptance
- D. Legality

Answer: B

Explanation: Consideration is the price/value paid for a promise, which is essential to make a contract legally binding.

50. Question 50: At what age is a person generally deemed to have full capacity to contract under common law?

- A. 16 years
- B. 18 years
- C. 21 years
- D. 14 years

Answer: B

Explanation: Under the Infants Relief Act and modern statutory provisions, the age of full contractual capacity is 18 years.

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