

Checked by:

ADVANCED GCE

G146

LAW

Date:

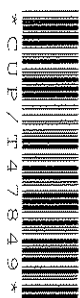
Law of Contract Special Study

FRIDAY 18 JANUARY 2008

Afternoon

Time: 1 hour 30 minutes

Additional materials: 8-page Answer Booklet
Law of Contract Special Study Materials



INSTRUCTIONS TO CANDIDATES

- Write your name in capital letters, your Centre Number and Candidate Number in the spaces provided on the separate Answer Booklet.
- Read each question carefully and make sure you know what you have to do before starting your answer.
- Answer **all** the questions.
- If you use additional sheets of paper, fasten these securely to the answer booklet.
- Write the numbers of the questions you answer on the front of your answer booklet.
- You are reminded of the importance of including relevant knowledge from **all** areas of your course, where appropriate, including the English Legal System.

INFORMATION FOR CANDIDATES

- The special study materials have provided a starting point for study of the topics set. Each booklet contains source material which indicates the area of substantive law to be tested. You are expected to demonstrate understanding of the area of law and the development of law and to use legal methods and reasoning to analyse legal material, to select appropriate legal rules and apply these in order to draw conclusions.
- **Quality of Written Communication (QWC)**
Candidates are reminded of the need to write in continuous prose where appropriate. You will be assessed on your written communication and your use of appropriate legal terminology.
- The number of marks for each question is given in brackets [] at the end of each question or part question.
- The total number of marks for this paper is **80**.

This document consists of **2** printed pages.

Answer all questions.

- 1 Discuss the ways in which *Glasbrook Bros Ltd v Glamorgan County Council* [Source 8 page 6 Special Study Materials] developed the law on consideration.

[12]

- 2 In Source 4 [page 3 lines 1–3 Special Study Materials] the author states that '*Although a nominal consideration will suffice at law, there are cases in which the act of forbearance, promised or performed, is of such a trifling character that it becomes doubtful whether it can be regarded as consideration at all.*'

Discuss the extent to which judges, in developing the rules on consideration, have been prepared to accept 'nominal consideration' and to avoid accepting things of 'a trifling character'.

[30]

- 3 Discuss whether or not good consideration could be identified in each of the following situations.

- a) Hewel is researching for an article in a modern history journal. Hewel contacts Idris, a retired history professor, and interviews him. Hewel is so pleased with the detailed information that he receives from Idris that he later phones Idris and promises to pay Idris £200. In fact Hewel never does pay Idris the money. (10)
- b) Jose contracts with Keybooks in January 2007 to write a new textbook and submit the manuscript by December 2007 for the book to be published in March 2008. Jose is to be paid £1,000 under the contract. By October 2007 Jose has only written half of the book. Knowing that Largeprint has a rival textbook due in March 2008 and that Keybooks will lose sales if their book is not out at the same time, Keybooks promises to pay Jose an extra £1,000 if he gets the textbook finished by December 2007. Jose does so but Keybooks refuses to pay Jose the extra £1,000. (10)
- c) Malik edits a law magazine for New Publishers and is paid £500 per issue. Each monthly issue includes twenty five feature articles. New Publishers decides that for the December issue it will accept all thirty articles that have been submitted and produce a larger issue. New Publishers promise to pay Malik an extra £100 but in fact fail to pay him any extra. (10)

[30]

QWC [8]