

Question set one:

Question1

Sam is considering buying Robert's property, which has a house and 5 acres of land. Robert is very keen to sell the property and tells Sam that if he buys it, Robert will leave all the gardening equipment in the shed of the property including a ride on over valued at about \$10,000. Sam is happy with this and a contract is drawn up and both Robert and Sam sign it. There is no mention of the gardening equipment in the written and signed contract. When Sam moves in to the property he realises Robert did not leave the gardening equipment as agreed. Robert says he is not obliged to as it was not in the written contract. Sam says it is a collateral warranty, which forms a collateral contract. Advise Sam.

Answer

The issue of this question is

Multiple Choice Questions

(Spend only two minutes for a question)

1. Which of the following is not a relationship that would give rise to a duty of care where there has been a failure to act?

- A. Doctor and patient
- B. Prisoner and prison authority
- C. Employer and employee
- D. Accident victim and bystander**

Lecture Revision Topic 2 – Topic 3

- Offer
 - Acceptance
 - Legal intention
 - Consideration
 - Capacity
 - Consent
 - Legality
- } **Agreement = meeting of the mind = consensus ad idem**

1- Offer:

- i- it's a proposal by one party to the other and acceptance of which an agreement
- ii- Offer should be very clear and very specific
- iii- I can make an offer to specific person, group of people and world at large (case : smoke company)
- iv- Offer → invitation to treat (deal)-EX. paper advertisement –supermarket shelves – auction and tenders.
- v- Communication of offer : offer should be communicated (case: R V Clarke)
- vi- **Option:** should be consideration if no consideration option not valid.
- vii- **Laps of offer:** should be in specific time if no specific time should be reasonable time.
- viii- **Counter offer:** change the original offer come at the end. However request for information is not counter offer
- ix- Death of offeror and offeror

2- Acceptance:

- I. An acceptance occurs when the party to whom an offer is made agrees to the proposal of the offeror
- II. An equivocal statement
- III. **Rules of acceptance :**

must be communicated → some exception 1- waive the requirement 2- implied by conduct 3- postal rule (only apply to acceptance)