

1- Where a statement made during contractual negotiations does not become a term of the contract, it remains a

- a) pre- contractual representation
- b) restitution
- c) promissory estoppel
- d) rescission

2- Which of the following items is not of the three types of misrepresentation?

- a) innocent
- b) mistake
- c) fraudulent
- d) negligent

3- Contracts contrary to public policy are, e.g. contracts prejudicial to the institution of marriage, contracts in unreasonable restraint of trade, gambling and wagering contracts.

- a) legal
- b) void
- c) valid
- d) voidable

4- Where one party is mistaken as to the identify of other party, this will only make the contract void where the precise identity of the person is relevant to the decision to enter the contract. This mistake in legal term is called

- a) mistake as to the subject matter
- b) misrepresentation
- c) mistake as to the exercise of the subject matter
- d) mistake as to the person

5- Where a contract is void the general rule is that parties must be returned to their pre- contractual positions this is known as

- a) rescission
- b) restitution
- c) misrepresentation
- d) duress

6- Where the contract is voidable, the party wishing to avoid it can apply for the equitable remedy of

- a) illegality
- b) restitution
- c) consideration
- d) rescission

7- Where a person has been pressurized to enter into a contract, it will be

- a) void
- b) valid
- c) voidable
- d) effective

8- "Commercial pressure" is a kind of

- a) duress
- b) undue influence
- c) mistake
- d) offer

9- A presumption of arsis where the parties were in a special fiduciar relationship, for example doctor and patient, solicitor and client.

- a) treat
- b) contract
- c) undue influence
- d) duress

10- A contract is if it illegal either in its objective or manner performance.

- a) void
- b) voidable
- c) mistake
- d) offence