

1

If a poster in a shop specifies that goods are on 'special offer' the law would definitely consider that this was an offer to sell those goods?

<https://selldocx.com/products/test-bank-the-modern-law-of-contract-10e-stone>

(A)  
) True

**Answer:**

(B) False

(B)  
) False

2

**An offer remains valid for...**

(A) An infinite period of time

(B) No more than 28 days in any circumstances

**Answer:**

(C) As long as is reasonable in the circumstances

(C) As long as is reasonable in the circumstances

(D) Until the offer is revoked by the offeror

(D)  
) Until the offer is revoked by the offeror

3

**Which of the following are true of the postal rule of acceptance?**

(A) Parties can exclude the operation of the rule if they choose

(B) It does not apply if the letter is in any way delayed in the post

**Answer:**

(A) Parties can exclude the operation of the rule if they choose

(C) It applies even where the offeror specifies that they will not accept acceptance by post

(D) It applies only where postage would be an appropriately speedy means of replying to an offer

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**Two features of all acceptances are...**

(A) They are in writing.

**Answer:**

(B) They do not seek to alter or amend the terms of the offer

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(C) They cannot take the form of the offeree

(C) They cannot take the form of the offeree

(D They indicate to the offeror on what  
) terms the offeree will contract

5

**What difficulties are presented by oral contracts?**

**Answer:**

6

**With reference to the key cases, how would you define offer, acceptance and consideration?**

**Answer:**

7

**How would you distinguish between an offer and an invitation to treat? Can a clear line be drawn between these two concepts in reality?**

**Answer:**

8

**To what extent is the offer/acceptance analysis of contract formation a fiction that exists only to assist lawyers?**

**Answer:**

9

**When will an advertisement be regarded as an offer rather than invitation to treat?**

**Answer:**

10

**Distinguish between an acceptance and a counter offer.**

**Answer:**

11

**Do you think it is likely that a court would apply the postal rule to a contract made by email?**

**Answer:**

12

**How do the concepts of offer and acceptance operate in respect of online transactions?**

**Answer:**

13

**An offer can be accepted in which of the following ways?**

(A) By silence

(B) By conduct

(C) By counter-offer

**Answer:**

(B) By conduct

(D By telephone  
)

(D ) By telephone

14

**Which of the following types of contract must be made in writing?**

(A) Contract governed by the Consumer Credit Act 1974

(B) Contract for the sale of disposal of interest in land

(C) Contract for the sale of goods over a value of £1,000

(D ) Contract for the sale of shares

**Answer:**

(A ) Contract governed by the Consumer Credit Act 1974

(B ) Contract for the sale of disposal of interest in land

15

**In *Dickinson v Dodds* it was held that...**

(A) a third party may effectively communicate the revocation of an offer by an offeror

(B) only the offeror can effectively revoke his or her own offer

(C) a third party may effectively revoke an offer even if they do not have the offeror's permission

(D ) offers once made cannot be revoked

**Answer:**

(A a third party may effectively communicate the revocation of an offer by an offeror

16

**A printed advertisement of any kind can never be a legally binding offer?**

(A ) True

(B ) False

**Answer:**

(B)False

17

**In a unilateral contract the offeree can be sued if they fail to perform.**

**Answer:**

(B)False

(A True  
)

(B False  
)

18

**The postal rule can apply equally to offers as it can to acceptances?**

(A True  
)

**Answer:**  
(B)False

(B False  
)

19

**The terms 'battle of the forms' refers to a situation in which two parties repeatedly exchange their respective standard written terms and conditions?**

(A True  
)

**Answer:**  
(A)True

(B False  
)

20

**A party can be deemed to have accepted an offer by beginning performance of the contract?**

(A True  
)

**Answer:**  
(A)True

(B False  
)

21

**In *Vitol v Norelf SA* the House of Lords suggested that in some very limited circumstances silence could be deemed to be acceptance?**

(A True  
)

**Answer:**  
(A)True

(B False  
)

22

**A person cannot 'accept' an offer that they are not aware of?**

(A  
) True

**Answer:**  
(A) True

(B  
) False

**23**

**The law provides that only specified types of electronic communications equipment can be used to make binding contracts?**

(A  
) True

**Answer:**  
(B) False

(B  
) False

**24**

**When goods are purchased in a shop and selected by the customer, where is the contract usually deemed to have been made?**

(A) When the goods are taken off the shelf

(B) At the cash desk

(C) When the customer leaves the shop

(D  
) When the customer has paid for the goods and decided that they definitely want to keep them

**Answer:**  
(B  
) At the cash desk

**25**

**A unilateral contract is one where...**

(A) Only the offeror is legally bound to do an act

(B) Each party promises to do one thing

(C) Only the offeree is legally bound to do an act

(D  
) Neither party can sue the other

**Answer:**  
(A  
) Only the offeror is legally bound to do an act

**26**

**The case of *Fisher v Bell* establishes that goods displayed in a shop window...**

(A) Are deemed to be an offer to sell the

**Answer:**

goods

(B) Are deemed to be an invitation to treat

(C) Are simply on display - they are neither an offer nor invitation to treat

(B) Are deemed to be an invitation to treat

(D) Will be regarded as being on offer only to the first person that sees them

**27**

**What are the limitations on the postal rule of acceptance?**

**Answer:**