QUESTIONS: AGREEMENT PROBLEMS

1. Where an essential term in an agreement is vague, in what circumstances are the courts likely to supply details of the terms? (2)

2. In what circumstances do agreements to negotiate constitute an enforceable contract? (2)

3. Explain what is meant by stating that a contract is void for agreement mistake. (2)

4. How can *Hartog v Colin & Shields* and *Smith v Hughes* be distinguished? (3)

5. What is the essential difference between a mutual mistake and a unilateral mistake? (2)

6. Why is it important to determine whether a contract is void for mistake as to identity or voidable for fraudulent misrepresentation as to identity? (3)

7. What does a mistaken party need to show in order for a contract to be void for mistake as to identity? (6)

8. What is the consequence if the contract is in fact void? (1)

9. In *Ingram v Little* what did Devlin LJ propose as an alternative to the void or voidable solution? (3)

Total available points: 24