QUESTIONS: ENFORCEABILITY OF PROMISES - INTENTION TO CREATE LEGAL RELATIONS, CONSIDERATION, PROMISSORY ESTOPPEL AND DURESS.

1. What is the effect of including an "honor clause" in a written agreement? (2)

2. What is the consideration to support a unilateral promise? (1)

3. Why were the chocolate wrappers held to be part of the consideration in *Chappell v Nestle*? (1)

4. *Pao On v Lau Yiu Long* is authority for two propositions relating to what can constitute consideration. Explain these propositions (4).

5. What was the difference between the approach of the majority of the Court of Appeal in *Ward v Byham* and the approach of Denning LJ in that case? (2)

6. Identify which of the following statements are true and which are false. [6]. [1 point for each statement correctly identified as true or false.]

   (a) The result of *Williams v Roffey* is that it is no longer necessary to provide consideration to support an alteration promise if duress is absent.
   (b) *Williams v Roffey* is authority for the fact that an alteration promise is enforceable if there is a factual benefit arising to the promisee.
   (c) *Williams v Roffey* is authority for the fact that an alteration promise to pay more money is enforceable if there is a factual benefit arising to the promisor from making that promise.
   (d) *Williams v Roffey* has no application to promises on the formation of contracts.
   (e) Promissory estoppel has no application to promises on the formation of contracts.
   (f) Promissory estoppel only applies where there is no consideration to support an alteration promise.

7. Can an alteration promise be enforced in the absence of consideration? (2)

8. What are the requirements in order for the defence of promissory estoppel to operate? (3)
9. What is the strongest case authority for the fact that promissory estoppel only has suspensory effect? (1)

10. What is the approach of the Australian courts to the enforcement of promises, as illustrated by *Waltons Stores (Interstate) v Maher*? (2)

11. For what propositions of law is *Combe v Combe* the authority? (2)

12. How does the enforceability of alteration promises to pay more differ from the enforceability of alteration promises to accept less in English law? (4)

13. What is the effect of duress on a contract? (1)

14. What must be shown to establish a claim based on economic duress? (4)

15. What is the significance of the decision in *CTN Cash & Carry Ltd v Gallaher Ltd*? (3)

Total available points: 38