



UNIVERSITY OF MINES AND TECHNOLOGY, TARKWA
SECOND SEMESTER EXAMINATION, AUG/SEPT. 2023

COURSE CODE: GM/GL/MN/MC/EL/RN/MR/PE/ES/CE/MA 466

COURSE: LAW OF CONTRACT AND TORT Unihubgh.com

CLASS: GM/GL/MN/MC/EL/RN/MR/PE/ES/CE/MA IV TIME: 2 HRS

CLASS: _____

INDEX NUMBER: _____

ANSWER ALL QUESTIONS IN THE ANSWER BOOKLET

Answer ALL Questions in this section. Choose the best answer among the alternatives provided. All questions carry equal marks (60 marks)

1. Judge-made law is known as:
A) Statute law or legislation ✗
B) Common law
C) Rule of law ✓
D) Supreme law ✓
2. Law made by Parliament is known as:
A) Supreme law
B) Common law
C) Rule of law
D) Statute law or legislation ✓
3. Choose the odd one
A) Judicial precedent
B) Judge-made law
C) Civil law
D) Case law
4. An agreement becomes a contract if:
A) It is by free consent of the parties.
B) Parties are competent.
C) It is enforceable by law.
D) None of the above ✓
5. According to Sir Frederick Pollock, a contract is
A) "a promise or set of promises which the law will enforce"
B) "a legally binding agreement made between two or more parties by which rights are acquired by one or more to act or forbearances on the part of the other or others"
C) "a promise or set of promises for the breach of which the law gives a remedy or the performance of which the law in some way recognizes as a duty"
D) "a legally enforceable agreement"
6. The correct sequence in the formation of a contract is:
A) Offer, acceptance, agreement, consideration.
B) Agreement, consideration, offer, acceptance.
C) Offer, Consideration, acceptance, agreement.
D) Offer, acceptance, consideration, agreement.
7. A patient in a lunatic Asylum who is at intervals of sound mind:
A) May not contract.
B) May contract during those intervals when he is of sound mind.

- C) May contract.
D) May contract only after he becomes completely of sound mind.
8. The sale of land, the conveyance of any realty, the sale of shares, guarantee for a transaction are examples of
- A) Unilateral contract
B) Parol contract
C) Contract under seal
D) Bilateral contract
9. Where both the parties to an agreement are under a mistake as to a matter of fact essential to the agreement, the agreement:
- A) Enforceable B). Voidable C) Not void (D) Void
10. Which of the following statements is incorrect?
- A) There is a difference in law between an offer and an invitation to treat. ✓
B) An offer is a set of terms by which the offeror is willing to be bound. ✓
C) In bilateral contracts the parties exchange promises. ✓
D) Acceptance in contract can not take effect through conduct and need not necessarily be communicated.
11. The case Fisher v Bell established the following point of law:
- A) All adverts in a magazine will constitute an offer to sell.
B) A price tag on an item displayed in a shop window must be sold at the displayed price by the retailer.
C) An item in a shop window displaying a price tag is generally held as an invitation to treat.
D) All adverts through the internet are considered offers and are not examples of an invitation to treat.
12. According to Geoffrey Rivlin (2002), All the which could result in the court taking action against us if we break them are called laws.
- A) rules B) regulations C) court orders D) judicial precedence
13. Where a contract does not stipulate an expiry date, it will remain open:
- A) forever, until accepted by the offeree. C) for a reasonable time, after which it will automatically expire.
B) until expressly revoked by the offeror. D) until a counter-offer is made.
14. The case of sets a judicial precedence for law cases that specifically addresses the issue of display of price in a store or shop?
- A) Pharmaceutical Society v. Boots C) Partridge v. Crittenden
B) Carlil v. Carbolic Smoke Ball D) Harvey v. Facey
15.case establishes general and consequential damages.
- A) Hadley v. Baxendale
B) Dunlop Pneumatic Tyre Co. Ltd v. New Garage & Motor Co. Ltd
C) Latter V Badell
D) Couturier v Hastle

16. A specific performance is obtainable for the breach of a contract to sell land or real estate on such grounds that the property has a
- (A) multiple ownership
B) unique value
C) maximum value
D) questionable ownership
17. case has to do with mistake as to the identity of the other party in contract.
- A) Cundy v Linsay.
B) McRae v. Commonwealth Disposals Commission
C) Saunders vs. Anglia Building Society 1970
D) Hadley v. Baxendale
18. judicial decision dealt with mistake as to the nature of the contract itself.
- A) McRae v. Commonwealth Disposals Commission
B) Saunders vs. Anglia Building Society 1970
C) Cundy v Linsay
D) Hadley v. Baxendale
19. Where the offeror has promised to keep open an offer for a specific period of time, he/she:
- A) may refuse to go ahead with contract if he/she changed his/her mind but failed to communicate this to the offeree.
B) must keep the offer open for this period of time.
C) may revoke the offer before the time has expired where this has been communicated to the offeree.
D) may revoke the offer before the expiry of the time limit only where he/she has obtained permission from the offeree.
20. An intention to create legal relations will be presumed in which of the following situations?
- A) Between friends and social acquaintances
B) Between parties in a commercial relationship
C) Where parties in a commercial relationship have established the agreement between them is 'in honour only'
D) Between husband and wife
21. In relation to minors, which of the following types of contract is not voidable but binds the minor?
- (A) A contract for necessities
B) Contracts involving the sale of shares
C) Leasing property
D) Contracts of partnership
22. Below are frustrating events Except
- A) Non-occurrence of an event. E.g., a contract made based on the occurrence of some future events which does not take place.
B) Destruction of the subject matter i.e., if the subject matter is destroyed.
C) Death or permanent incapacitation of the promisor especially for contracts for personal services.
D) If one party has expressly undertaken that he will do something which he later finds it difficult to achieve.
23. Which of the following elements is incorrect in establishing an actionable misrepresentation?
- (A) A statement of material fact that induces the other party into the contract.
B) A false representation.

- C) The innocent party did or did not believe the statement to be true.
- D) The representation induced the party into the contract.

24. Which of the following is a type of misrepresentation?

- A) Factual misrepresentation
- B) Innocent misrepresentation
- C) Criminal misrepresentation
- D) Loyal misrepresentation

25. are really a pre-estimate of loss agreed upon in the contract, so that the court is saved the process of calculating compensatory damages and the parties have greater certainty.

- A) Liquidated damages
- B) Exemplary damages
- C) Nominal damages
- D) Loss Valuation

26. The loss or injury suffered or sustained as a result of breach of the contract by one party to the other is known as

- A) Damages
- B) Damage
- C) Compensation
- D) Repudiation

27. At common law, duress makes the contract:

- A) Voidable
- B) Void
- C) Illegal
- D) A valid contract that binds both parties

28. Where undue influence has been used to form the contract, the effect is that the contract is:

- A) Void
- B) A valid contract that binds both parties
- C) Illegal
- D) Voidable

29. An ultra vires contract is void but can be made valid or ratified even if all members of the company agree to the making of the contract.

- A) True
- B) False

30. Under which situation will there be no liability awarded against a defendant in a trespass to land case?

- A) Where a Edwish has been thrown onto the land by a third party.
- B) Where Wonder's action is voluntary.
- C) Where Anablah considers the land her father's property
- D) Where the action is intentional but not voluntary

31. Who cannot sue in a trespass to land case?

- A) The daughter of Senne (plaintiff) who has a legal estate and exclusive possession.
- B) Dr EK, a tenant, if a third party trespasses the land demised.
- C) Cherif, son of the landlord
- D) Oheneba Matthew who is owner with an equitable interest with possession.

32. The case, Graham v Peat (1801) reminds us

- A) that people will always be people no matter what.
- B) that mistakes are part of contracts.
- C) that contracts involve two main people.
- D) that bare possession of a land gives room for legal action.

33. What type of damage is recoverable under public nuisance but not under private nuisance?

- A) Loss of amenity
- B) Property damage
- C) Economic loss
- D) Personal injury

34. In what situation might there be said to be a positive duty to act to prevent a nuisance?

- A) In the case of a nuisance created by an independent contractor
- B) In the case of a nuisance created by a landlord
- C) In the case of a nuisance created due to a natural event

- D) In the case of a nuisance which has been adopted by tenant
35. Which of the following torts is unlikely to overlap with private nuisance?
 A) Negligence
 B) False imprisonment
 C) Rylands v Fletcher
 D) Public nuisance
36. Which of the following is **not** an aspect of the definition of the tort of private nuisance?
 A) An indirect interference
 B) An unlawful interference
 C) A continuous interference
 D) A negligent interference
37. Which of the following is not a tort?
 A) Defamation
 B) Negligence
 C) Culpable Homicide
 D) Nuisance
38. Which of the following interests are not protected by the law of Tort?
 A) Physical injury
 B) Reputation
 C) Injury to property
 D) Loss in business due to the breach of contract
39. Some acts are regarded both as a crime as well as a tort. Which of the following is not one such example?
 A) Defamation
 B) Negligence
 C) Culpable homicide
 D) None of these
40. In the case of the trespass to the person, which of the following defences will not apply?
 A) Private Defence
 B) Lawful authority
 C) Contributory Negligence
 D) None of the above
41. The purpose behind the punishments given under the law of tort is not
 A) Giving compensation to the victim
 B) Deterrence
 C) Corrective Justice
 D) Weakening the accused.
42. Which is not part of negligence?
 A) Duty of care
 B) Risk of death
 C) Causes damage (reasonably foreseeable)
 D) Breach of duty
43. What is vicarious liability?
 A) Vicarious liability imposes liability on an employer for the acts of his employees, providing that the employer is also in some way to blame
 B) Vicarious liability refers to a situation where liability is imposed on one person for the acts of another person
 C) Vicarious liability is an independent tort that creates a cause of action against the employer of an employee who has committed a tortious act
 D) Where an employee commits a tort, vicarious liability provides that the employee will not be sued, but his employer will be sued instead
44. Which one of the following is NOT required in order to impose vicarious liability on an employer?
 A) The employee must have acted negligently
 B) The employee must have committed a tort
 C) The tort must have been committed in the course of the employee's employment
 D) There must be an employer-employee relationship
45. Which one of the following statements is NOT true?
 A) The defence of illegality can apply to all torts.
 B) The defence of volenti can apply to all torts.

- C) The defence of contributory negligence applies to all torts.
 D) The defence of self defence only applies to torts involving trespass to the person.
46. Which one of the following is NOT required to establish the defence of *volenti*?
- (A) The claimant must have voluntarily assumed the risk of injury.
 B) The claimant must have voluntarily assumed the risk of having no legal redress.
 C) The claimant must have been aware of the risk.
 D) The claimant must have agreed to waive the right to claim for any injury that might befall him.
47. Misrepresentation in a contract makes the contract:
- A) Void B) Illegal C) Voidable D) Unenforceable
48. An operative mistake in a contract makes the contract:
- (A) Void B) Illegal C) Voidable D) Unenforceable
49. When will the courts presume that there has been undue influence in the signing of a contract?
- A) Where there is a fiduciary relationship with the party against whom the undue influence is alleged.
 B) In all contracts made between a married couple (or a co-habiting partner).
 (C) The courts will not presume undue influence. The party alleging undue influence must prove it has occurred.
 D) Where the contract is oral.
50. The performance of the contract must be exactly what is promised under the contract in order for the contract to be discharged by performance but there are some exceptions. Are these:
- (I) Where there has been substantial performance of the contract.
 (II) Where the contract is a divisible contract.
 (III) Where one party is prevented by the other from completing the contract.
 (IV) Where partial performance of the contract is accepted by the other party.
- A) (I) (II) and (III) only. C) (I), (III) and (IV) only.
 B) (II) and (IV) only. D) (I) (II), (III) and (IV).
51. Which of the following have been held to amount to a public nuisance? Select all that apply
- A) Interference to television signals caused by construction work (C) Firing a shotgun to frighten foxes and prevent them from breeding
 B) An acid house party in a field that disturbed local residents D) Abusive telephone calls to 13 women
52. Which of the following is a definition of public nuisance?
- A) Something which materially affects the reasonable comfort and convenience of life of a class of Her Majesty's subjects
 B) Something which causes clear and demonstrable harm to more than one property owner in the same area
 (C) Something which alters the life of a significant cross-section of the community in an unreasonable way
 D) Something which occurs in a public place to the manifest annoyance of the general public
53. Which of the following statements is true with regards to a particularly sensitive claimant?

- A) The claimant's sensitivity imposes a more onerous responsibility on the defendant not to cause harm irrespective of whether the defendant knew of the claimant's sensitivity
- B) A sensitive claimant is barred from bringing an action in private nuisance as his sensitivity would otherwise be an unreasonable burden to the defendant
- C) The claimant's sensitivity can only be taken into account if the defendant's behaviour would have affected the ordinary use and enjoyment of land
- D) The claimant's sensitivity is only a relevant factor if the defendant was aware of that sensitivity and realised that he should have exercised greater care
54. Private nuisance is:
- A) a criminal offence
- B) actionable only if a class of people suffer adverse effects as a result
- C) actionable per se
- D) actionable only on proof of harm
55. Which of the following is the most accurate explanation of private nuisance?
- A) Unreasonable use by a person of their land to the detriment of their neighbor
- B) Conduct that causes harassment, alarm or distress to any land owner
- C) Unreasonable and repeated misuse of land that causes annoyance to others in the immediate vicinity
- D) Causing damage or distress to other individuals within the neighbourhood.
56. Abigail agreed to buy Ebenezer's sneaker for GH¢500, mistakenly thinking it was made of Air Jordan and worth much more money. Ebenezer never told Abigail the sneaker was made by Li Ning. Abigail later learned that it was made by Li Ning and worth only GH¢200. Can Abigail get out of the contract?
- A) Yes. Because Abigail did not make mistake
- B) Yes. Because there was misrepresentation by Ebenezer
- C) No. Abigail cannot get out of her contract because she made a unilateral mistake.
- D) No because there was no misrepresentation or fraud by Ebenezer
57. Nyaadoaba persuaded his auntie (grandmother), Kwahu Nsusua, to sell him her scooter (car) for GH¢1,000. They both knew the scooter was worth much more than that. However, Kwahu Nsusua did not need the scooter anymore and loved her nephew, so she agreed to sell him the scooter. The next day Kwahu Nsusua found out that Nyaadoaba was planning to sell the scooter to a Mokope for GH¢6,000. Kwahu Nsusua can avoid the contract because of:
- A) duress
- B) fraud
- C) undue influence
- D) mistake
58. Consar Ltd. and Devtraco Ltd. are the only two construction companies available to bid on the construction of two new buildings at UMaT Campus. Executives from the two companies agree to fix bids so that Consar wins one contract and Devtraco the other. Consar reneges on the deal and wins both contracts. Devtraco sues for breach of contract. Will Devtraco win? _____
- A) No. Agreements to defeat competitive bidding are illegal.
- B) Yes. Agreements to defeat competitive bidding are legal.
- C) Yes. Agreements to defeat competitive bidding are legal only in the construction industry.
- D) No Agreements to defeat competitive bidding are illegal only in the construction industry.

59. Bright buys a vase from Angela for GH¢200. Louis believes the vase is worthless but Bright knows it is valuable. Bright later sells it for GH¢10,000. What legal action can Angela take against Bright?
- A) Sue Bright for the return of the vase as the contract is void for unilateral mistake.
 B) Sue Bright for breach of contract.
 C) Angela has no legal remedy.
 D) Sue Bright for the return of the vase as the contract is void for common mistake.
60. Obiba EK Ltd contracts with Apore Supermarket Ltd to manufacture and supply 50 packs of a soap called Candy. Apore Ltd pay the contract money, £5,000, to Obiba Ltd but before delivery takes place the Government introduces a law banning the manufacture and supply of Candy Soap. Can Apore Ltd enforce the contract?
- (A) No, the contract is frustrated.
 B) No, there is a breach of contract.
 C) Yes, because Apore Ltd has already paid the contract price of £5,000.
 D) Yes, the contract was legal when it was made.

SECTION B

Answer ALL Questions. (20 marks)

1. Why are some type of laws referred to as unwritten? (1 mark)
2. State the two (2) principal maxims upon which the laws of Ghana hang. (2 Marks)
3. What is the principal function of the law? (1 Mark)
4. State three (3) functions of the law of a state. (3 Marks)
5. List and briefly explain three (3) types of contracts. (6 Marks)
6. Explain the difference between a void and voidable contract. (2 Marks)
7. Distinguish between fraud and misrepresentation. Which of them is more serious, and why? (3 Marks)
wrongly description
8. Abu Ahmed Abu, business manager for Al-Qaeda Inc gave Alhaji Babatunde GH¢150000 down payment on his car, Infinity EK with a written contract stating that he would pay the remaining GH¢200000 the next day when he came to pick up the car. That night, while the car was parked on the street, it was demolished by another driver who lost control of his car. On what basis can the contract be discharged? (2 Marks)

Examiners: E. K. Affum/ R. Kuffour