

APPENDIX E

PRETEST-POSTTEST

Matric Number: _____ Semester: _____

Instructions: Answer all the questions below.

Section 1. Gap-filling Exercise

Instructions: Fill in the blanks with correct prepositions. Write an (X) in the blanks if prepositions are not necessary.

1. The letter did not constitute a contract binding _____ law but was only a record of terms.
2. There was an unresolved discussion _____ the case as to whether the lessee continued liable for the entire rent or merely for an apportioned part of it.
3. In the absence of fraud and misrepresentation, a person is bound _____ a writing to which he has put his signature.
4. Notice of the withdrawal must be given and must reach _____ the offeree before the stated date.
5. It was unnecessary for the House of Lords to discuss _____ the meaning and effect of fundamental breach.
6. The court will then look _____ the entire course of the negotiations to decide whether an apparently unqualified acceptance did in fact conclude the agreement.

7. His words were quoted with considerable approval _____ Lord Pearce in Beswick v. Beswick.
8. It has, however, recently been held in Farley v. Skinner that it suffices that the provision _____ peace of mind, or the prevention of distress is 'an important object' of the contract.
9. The promisee may provide consideration _____ giving up a job or the tenancy of a flat, even though no direct benefit results to the promisor from these acts.
10. It was a condition of the agreement that the sale should be subject to the approval _____ the Foreign Investment Committee.

(30 marks)

Section 2: Error Identification and Correction

Instructions: Identify whether the word in bold in each of the phrases underlined below is correct or wrong. If it is correct, write (C), and if it is incorrect, write (I) to replace IN the space provided next to the sentence. Then, make corrections to the errors you have identified earlier in the space below. Write an (X) in the space if the answer is correct. See examples 1 and 2.

Example 1. The plaintiff needs to rely **on** private investigators for information.

_____ C _____

Correction: _____ X _____

Example 2. The plaintiff needs to depend **at** private investigators for information.

_____ I _____

Correction: _____ on _____

(1). The language in the Contracts Act 1950 appears to confine 'proposal' to an offer to be legally bound to a promise. _____

Correction: _____

(2). If they were not offers, then no contract could come to existence between the parties at the moment when the appellants' printing orders were issued. _____

Correction: _____

(3). In the case of Schawel v Reade, the defendant interrupted the plaintiff from examining the horse by saying, 'You need not look for anything: the horse is perfectly sound'. _____

Correction: _____

(4). Section 8(2) of the Sale of Goods Act provides that silence as to the price, and will not apply where an agreement states that the parties will subsequently agree the price to be paid. _____

Correction: _____

(5). If the terms or the circumstances of the offer do no more than suggest a mode of acceptance, it seems that the offeree would not be bound to this mode. _____

Correction: _____

(6). A written agreement was drawn up whereby the defendant agreed to take a lease of a house for a definite period and at a fixed rent, but 'subject to the preparation and approval from a formal contract'. _____

Correction: _____

(7). It is undoubtedly true that every man is by the law of nature bound to fulfil his engagements. _____

Correction: _____

(8). If the contracts are not continuous in their operation, they are not binding towards the minor unless he ratified them within a reasonable time after attaining majority.

Correction: _____

(9). The first problem is whether the offeree has at this stage accepted the offer, and the second is whether he has provided consideration for the offeror's promise. _____

Correction: _____

(10). As it is impossible for the offeror to ensure that the notice of withdrawal comes to the attention of everyone who knew of the offer, it seems to be enough for him to take reasonable steps to bring the withdrawal to the attention of such persons. _____

Correction: _____

(20 marks)

Section 3: Determining the Semantic functions of the Prepositions and Prepositional Phrases

Instructions: Provide the semantic functions of the prepositions and prepositional phrases in bold in the underlined phrases below. See example 1.

Example 1. That the parties eventually agree **on the rent** does not make a concluded agreement.

concerning/ about

(1) The **provisions of the Marine Insurance Act** offer an obvious example of terms implied by statute as the culmination of a long process of development.

(2) There was much academic **discussion on** the nature of the doctrine and puzzlement as to its content.

(3) In general, the parties are entitled to **provide for the exclusion of terms** which would otherwise be implied.

(4) The plaintiff agreed with X to buy a plot of land from him subject to the **approval by the plaintiff's solicitor 'of title and restrictions'**.

(5) We confess we cannot see any difference between this condition and the requirement for FIC **approval in the case under the present appeal.**

(10 marks)

Section 4: Single-sentence Construction

Instructions: Construct sentences based on the words given below. Use more than FIVE words in each sentence. You may change the parts of speech of the words (if possible).

1. bind: _____

2. contrary: _____

3. provide: _____

4. contravene: _____

5. seek: _____

(20 marks)