

Rescission

[CLL234] One of the following statements in relation to actual undue influence is true
The party seeking to rely upon actual undue influence must show that his/her free will to enter or to decline the contract has been overcome by the influence of the other party.

[CLL234] What is the aim of an award of damages for breach of contract?
To put the innocent party in the same financial position he would have been in if the contract had been carried out.

[CLL234] The Statute of _____ requires that certain types of contracts be in writing.
Contracts

[CLL234] A breach of contract occurs when the time for performing a duty under the contract arrives and that duty is not performed. Which one of the following statements most accurately describes the legal consequence of a breach of contract
Every breach of contract makes the contract-breaker liable to pay damages to the non-breaching party.

[CLL234] The case of Hadley v Baxendale (1854) laid down:
Test of remoteness of damage.

[CLL234] If a typographical error occurs in a contract that is not the result of gross negligence, it
will cause the contract to be unenforceable.

[CLL234] Which ONE of the following statements best summarises the criteria that must be present for an operative mistake to arise?
There must be a mistake existing at the time the contract was entered.

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