

DEGREE OF  
BARRISTER-AT-LAW  
THE HONORABLE SOCIETY OF KING'S INNS

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ENTRANCE EXAMINATION

# CONTRACT LAW

2025

DATE: 11 August 2025

TIME: 3 hours

EXAMINER Professor Raymond Friel University of Limerick

EXTERNAL EXAMINER | The Hon Mr Justice Conor Dignam

## INSTRUCTIONS

A candidate must answer Question 1 (50% of marks) and **TWO** other questions (each 25% of marks).

This paper is 5 pages long including the cover sheet.

## CONTRACT LAW

### Q1 | COMPULSORY QUESTION

50 MARKS

Cathal owns a financial services firm operating from Dublin but with international clients. On February 4, during a dinner party Cathal had talked to his friend Brandon, a free-lance web developer, about re-designing Cathal's website and had said "If I ever hire you to do the work, I will let you have my lake house in Longford for a week of your choosing!!"

On 1st June, he emailed Brandon, stating:

*"As we discussed, I am going to bite the bullet – I would like you to redesign my website. I'm willing to pay you €10,000 if you can complete it by 15th July. It needs to be consistent with both EU and US law. Let me know if that works for you."*

Brandon read the email on the same day but did not respond immediately. However, on 3rd June, he began working on initial design drafts as well as researching US law, believing this would impress Cathal. On 5th June, Brandon emailed Cathal saying:

*"Sounds good. I am on it! Should have it done by 10th July. I will need to finish checking out what US law applies to see if I can do that part."*

Cathal responded with a "thumb's up" emoji on 10th June. By that time, Brandon had in fact completed a substantial part of the re-design.

On 12th June, Cathal was talking to his niece, Everly, and discovered that she was just starting out as a website designer. Everly offered to re-design Cathal's website for €5,000 and promised him it would be US law compliant as she had interned with a major US firm during the summer.

Cathal was thrilled and sent Brandon a message stating:

*"Hi Brandon, don't worry about the re-design – I have got someone who knows the US regulations. Thanks for considering it though."*

Brandon was shocked. In reply he emailed Cathal the completed website re-design. He demanded the full payment for his time as well as the use of the lake house in Longford. Cathal refused, insisting no binding contract had been formed.

Brandon now insists both the website deal and the promise of the use of the lake house should be honoured. Cathal disputes both.

**Advise Cathal as to his legal position under the law of contract and whether he is liable to Brandon for any work undertaken.**

# CONTRACT LAW

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Q2 |

25 MARKS

In April 2025, Shannon decided to purchase a second-hand car to commute to her new job in Manchester. She visited a used car dealership, where she spoke to John, the owner of the car dealership.

John showed her a 2020 Eagle Viper sports car and said:

*“Everything works on this car, it has only done 40,000 kilometres and I am positive that it has never been in an accident. It’s in as perfect a condition as one would expect from a car of this age and mileage.”*

Relying on this, Shannon purchased the car for €30,000. She signed a standard contract, although she never read it, that included a clause stating:

“The buyer acknowledges that no representations have been relied upon other than those in writing.”

Two weeks later, the car broke down. After having it inspected by a mechanic, Shannon discovered that the dashboard was faulty and was not recording the correct mileage. It was also noted that the car had been incorrectly repaired after an accident and would need further work to remedy this.

Shannon contacted John to complain. John admitted he had never the seen the car before it arrived in the showroom and was only relying on his own visual inspection of the vehicle.

**Advise Shannon if she has any cause of action in contract at common law.**

# CONTRACT LAW

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Q3 |

25 MARKS

Kevin, a marketing executive, attended a work celebration at a local pub. Over the course of several hours, he consumed a significant amount of alcohol and became noticeably intoxicated. While in this state, he was approached by Erin, an acquaintance of his who ran an antiques business.

Erin told Kevin that she needed cash quickly and asked would he be willing to buy a Ming Vase from her at a knock down price of €5,000 – far below what she would

ordinarily sell it at. Kevin, slurring his speech and struggling to remain balanced, agreed and signed a handwritten contract on a napkin, confirming the sale. He also transferred €5,000 to Erin via the banking app on his phone.

The next morning, Kevin awoke with sketchy memories of what had transpired. Looking at the transfer to Erin, he realised what he had done. When he looked up the value of the Ming vase it was €5,000 so he hadn't got a bargain, and he certainly did not want the vase.

**Advise Kevin whether this contract is valid at law.**

## CONTRACT LAW

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Q4 |

25 MARKS

Kelly operates a go-kart business called Kelly Go-Karts. All customers wishing to drive a go-kart, must sign the terms of a contract that contains an exemption clause which reads as follows:

"All guests hereby acknowledge that Kelly Go-Karts shall not be liable for any injury caused to them by operation of their Go-Karts howsoever arising where it can be established that they have taken any alcohol or have been instructed to take medication under medical supervision, whether prescription medication or not, regardless of whether the alcohol or medication was a causal element of the harm incurred."

Una was a guest of Kelly Go-Karts and while she signed the contract she did not read nor was her attention drawn to the specific exemption clause. Due to Kelly's negligence, one of the wheels on the go-kart had been incorrectly fitted and came off while Una was driving it. She was thrown from the go-kart and landed on the ground, breaking her leg.

In the hospital, Una admitted that the day beforehand she had seen her doctor about migraine and he had recommended that she take two over the counter pain killers, available at any chemist, every 4 hours and she had taken them just before driving the go-kart onto the track.

Kelly is denying liability for her negligence based on the above exemption clause.

**Advise Una whether this exemption clause is effective under contract law.**

# CONTRACT LAW

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Q5 |

25 MARKS

In relation to any **TWO** of the following issues, comment on whether the law is in need of reform, illustrating your answer with relevant case law or legislation.

- (i) Agreements to agree.
- (ii) Economic duress in contract enforcement.
- (iii) Enforcement of contracts contrary to public policy.