

## Chapter 10: Exercises

Consider the questions below. In each case, which of the four statements given corresponds most closely to the meaning of the passage?

1. The purpose of a recital is to:
  - (a) lay down the key provisions of the contract.
  - (b) define certain terms used on numerous occasions in the contract.
  - (c) explain the background to the contract.
  - (d) list the main facts agreed between the parties.
2. Boilerplate clauses:
  - (a) are used in engineering contracts.
  - (b) are standard clauses routinely inserted into a large number of contracts.
  - (c) concern the assignment of agreements.
  - (d) reflect the heart of the deal to which the contract relates.
3. The idea that interpretation of the meaning and effect of a contract should take into account its purpose and the intentions of the parties is:
  - (a) sometimes called the teleological approach.
  - (b) generally applied in common law countries.
  - (c) sometimes called the textual approach.
  - (d) not the same as the purposive approach.
4. The essence of the contra proferentem rule is that:
  - (a) general words that follow a list of specific items will be treated as belonging to the same category as those specific items.
  - (b) words that have both an ordinary and a technical meaning should be given their technical meaning.
  - (c) terminology should be used consistently
  - (d) an ambiguity in a piece of drafting must be interpreted against the interests of the party that suggested that drafting if no better solution is available.
5. The term *inter alia* is used to indicate that:
  - (a) the meaning of the sentence in which it appears should be gathered from the words surrounding it.
  - (b) the inclusion of one category necessarily involves the exclusion of another.
  - (c) what follows amounts to a legal presumption.
  - (d) the examples given are illustrative only.

### Answers

- 1-(c)
- 2-(b)
- 3-(a)
- 4-(d)

5-(d)