



Please write clearly in block capitals.

Centre number

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Candidate number

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Surname

Forename(s)

Candidate signature

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A-level LAW

Paper 3A Contract

Monday 15 June 2020

Afternoon

Time allowed: 2 hours

Materials

- You will need no other materials.

Instructions

- Use black ink or black ball-point pen.
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For Examiner's Use	
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6	
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J U N 2 0 7 1 6 2 3 A 0 1

IB/G/Jun20/E6

7162/3A

Answer **all** questions in the spaces provided.

Only **one** answer per question is allowed.

For each question completely fill in the circle alongside the appropriate answer.

CORRECT METHOD



WRONG METHODS



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If you wish to return to an answer previously crossed out, ring the answer you now wish to select as shown.



0 1

Select the **false** statement about offer and acceptance in contract.

[1 mark]

A An acceptance always has to be communicated.

☐

B An offer made to a named person can be accepted only by that person.

☐

C An offeror cannot impose acceptance on an offeree based solely on the offeree's silence.

☐

D An offeror cannot withdraw an offer once it has been accepted.

☐

0 2

Select the **true** statement about formation of contract.

[1 mark]

A Agreements are not enforceable unless both parties provide something of equal value.

☐

B Agreements between friends are not legally enforceable.

☐

C Commercial agreements are always legally enforceable.

☐

D Contracts can come into existence where only one party makes a promise.

☐


0 3

Select the **true** statement about judges in civil cases.

[1 mark]

- A** Circuit judges mainly hear appeal cases. ☐
- B** Court of Appeal judges try some cases and hear appeals in others. ☐
- C** District judges try small claims cases in the County Court. ☐
- D** Supreme Court judges hear appeals on issues of fact and law. ☐

0 4

Select the **false** statement about the independence of the judiciary.

[1 mark]

- A** It is difficult to remove superior judges from office. ☐
- B** Judges cannot be sued for their decisions in cases, even if they make mistakes. ☐
- C** Judges do not take part in cases in which they have any personal interest. ☐
- D** The Lord Chancellor is the only government minister allowed to influence the decision of a judge in a case. ☐

0 5

Delegated legislation in the form of statutory instruments is subject to various controls.
Select the **true** statement about controls on statutory instruments.

[1 mark]

- A** A court can rewrite a statutory instrument if it decides that it was issued beyond the powers available to the minister. ☐
- B** A statutory instrument issued by a local council has to be approved by a government minister. ☐
- C** Many statutory instruments become law unless Parliament votes to reject them within a specified time (usually 40 days) of being issued. ☐
- D** The Scrutiny Committee has the power to stop any proposed statutory instrument from becoming law. ☐

5

Turn over ►



[5 marks]

[illegible]

5



Ash bought a television from Bigmedia Store and gave it to her mother, Carol, as a birthday present. The television never worked properly and Carol wanted to exchange it for another one.

[5 marks]

[illegible]

5

Turn over for the next question

Turn over ►



[10 marks]

[illegible]

Extra space



0	9
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Examine the concept of freedom of contract. Discuss the extent to which the effect of the Consumer Rights Act 2015 on the contractual relationship between traders and consumers is in conflict with freedom of contract.

[illegible]

Extra space



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Maya agreed to pay Oscar £40 000 to replace a number of windows in another building that she owned. The sum of £8000 was payable immediately and the remainder on completion of the work. Oscar spent £5000 on materials and did part of the work, to a value of £10 000. Then, a fire caused by poor electrical wiring severely damaged the building and Oscar had to stop work. Part of the building had to be demolished but the remainder could still be used. However, Maya had to change her plans for the use of the building and the windows would no longer be suitable.

[30 marks]

[illegible]

[illegible]

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[illegible]

[illegible]

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Jax wanted to make improvements to a flat that he intended to move into soon. He bought kitchen cupboards from Kentstore for £12 000 and employed a kitchen-fitter to install them. When he inspected the kitchen after two weeks, he was satisfied with the work done by the kitchen-fitter but very upset to find that some of the cupboards supplied by Kentstore were of a different design from those ordered. Additionally, some cupboards were much larger than the size ordered and left much less space in the kitchen than expected. One wall cupboard seemed too weak to hold the kitchen items he had planned to store in it. Kentstore rejected Jax's complaints.

Assess what options are open to Jax to pay for any legal advice and representation that may be needed in his dispute with Kentstore.

[30 marks]

[illegible]

Turn over ►



[illegible]



[illegible]

[illegible]

[illegible]

30



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A-level LAW

Paper 3A Contract

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CORRECT METHOD



WRONG METHODS



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0 1

Select the **false** statement about various aspects of contractual remedies.

[1 mark]

- A** An award of damages is the only remedy for an anticipatory breach of contract. ☐
- B** Rescission of contract requires parties to be restored to their pre-contractual positions. ☐
- C** The standard measure of damages in contract aims to put the innocent party in the same position as if the contract had been performed. ☐
- D** The victim of a breach of contract must take reasonable steps to reduce the loss suffered. ☐

0 2

Select the **true** statement about consideration in the law of contract.

[1 mark]

- A** Consideration can never be something which a party is already bound by contract to do. ☐
- B** Consideration cannot be an act in return for a promise. ☐
- C** Consideration cannot usually be something done by one party before a promise is made by the other party. ☐
- D** Consideration requires each party to provide money to the other. ☐



0 3Select the **false** statement about delegated legislation.**[1 mark]**

- A** By-laws can be made by some public corporations as well as by local authorities. ☐
- B** Delegated legislation is made by a person or body under powers given by the Government. ☐
- C** The Scrutiny Committee can report on problems with delegated legislation but cannot make changes to it. ☐
- D** The validity of delegated legislation can be challenged by an action for judicial review. ☐

0 4Select the **false** statement about judges.**[1 mark]**

- A** Circuit judges can award damages in civil cases. ☐
- B** High Court judges generally try civil cases without juries. ☐
- C** Judges cannot be sued for defamation for things said about parties or witnesses in a civil trial. ☐
- D** Supreme Court judges can only be removed from office by the Prime Minister. ☐

0 5Select the **true** statement about advice and funding in civil cases.**[1 mark]**

- A** A claimant in a contract case can obtain public funding if a means test is satisfied. ☐
- B** A conditional fee agreement may result in a successful claimant having to pay a significant amount of the damages to the claimant's solicitor. ☐
- C** A duty solicitor is available in civil courts to offer free advice to parties to cases. ☐
- D** Public funding is not available for any civil law cases. ☐

5**Turn over for the next question****Turn over ►**

0	6
---	---

Explain **three** aspects of the rule of law.**[5 marks]**

Extra space

5



[5 marks]

[illegible]

5

Turn over ►



Claire owned land on which she arranged outdoor events including tree climbing and zip-wire experiences. Dylan agreed to pay Claire £2000 for himself and a party of friends to hire the land for a day and enjoy the experiences. This also included food for the whole day. Dylan paid £400 immediately, the remainder to be paid on the day of the event. Claire spent £600 in preparation for the event. Two days before the event was to take place, wet weather that had been forecast was upgraded to a severe storm. Claire was forced to cancel the tree climbing and zip-wire experiences but said that she would still provide the food in indoor accommodation.

[10 marks]

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[15 marks]

Examine what is meant by 'justice' and discuss the extent to which the legal rules on privity of contract may achieve justice for everyone concerned.

[illegible]

Extra space



1	0
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A spell of very bad weather had been forecast to arrive in about two weeks. Imani agreed to pay Jadon £200 to clean the gutters on her house 'in the next few days' and made an immediate £50 part-payment. A little later, Jadon told Imani that he would have to delay the work. The bad weather arrived before Jadon could start. Persistent heavy rain poured over the gutters and flooded Imani's conservatory, causing damage valued at £400.

[30 marks]

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[illegible]

[illegible]

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[illegible]

[illegible]

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In Question 11 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.

1	1
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Mark sent messages to two different friends, Naz and Owen, which said, “I need to raise some cash. Would sell my car for £8000.” Naz replied first, saying, “Sounds good. I can give you £6000.” Mark then received a reply from Owen, which said, “Yes, I will take it! Pay you £2000 a month for four months?” When Naz discovered what Owen had said, Naz sent another message, saying, “OK. I’ll give you £8000.” Shortly afterwards, Owen told Mark that he would pay the £8000 in one payment. The next day, Mark informed both Naz and Owen that he had just sold the car for £9000 to someone else.

Mark did some roof work on a house. He told Rosie, who lived next door to that house, that he could see her roof also needed significant repair work. He said that he could do it in the next few days if Rosie now paid £500 in full. Rosie agreed and paid the money but then had second thoughts. She asked a surveyor to look at the roof before Mark started work. The surveyor said that only minor repairs costing about £80 were necessary.

Consider whether Naz and Owen have any rights and remedies against Mark in connection with the sale of the car. Consider Rosie's rights and remedies against Mark in connection with the payment to do work on the roof.

Assess the contribution of sources of law to the rules which you have explained and applied in considering the dispute between Mark and Rosie.

[30 marks]

[illegible]

Turn over ►



[illegible]

[illegible]

[illegible]

[illegible]

30



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A-level LAW

Paper 3A Contract

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IB/G/Jun22/E5

7162/3A

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CORRECT METHOD



WRONG METHODS



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0 1

Select the **true** statement about misrepresentation in the Law of Contract.

[1 mark]

A A false statement can be misrepresentation even if it is not the only factor which induces the claimant to make the contract.

☐

B A fraudulent misrepresentation immediately brings the contract to an end.

☐

C Rescission is not available as a remedy for an innocent misrepresentation.

☐

D Silence can never amount to a misrepresentation.

☐

0 2

Select the **false** statement about the rules of contract.

[1 mark]

A A contract is not necessarily terminated by a party's breach of its terms.

☐

B A party's performance of a contract will be a breach only if it was negligent.

☐

C Parties can agree to terminate the contract without performing all of their obligations.

☐

D There can be more than two parties to a contract.

☐


0 3Select the **false** statement about the rule of law.**[1 mark]**

- A** As far as possible, the law should apply equally to all citizens.
- B** Citizens should be given as much access to the courts as is necessary.
- C** Public officials should be given maximum freedom to make decisions affecting the legal rights of citizens.
- D** The law should be written in language which is clear and accurate.

☐☐☐☐**0 4**Select the **true** statement about the independence of the judiciary.**[1 mark]**

- A** High Court judges should take advice from a government minister when interpreting a statute.
- B** Judges cannot be prosecuted for committing criminal offences.
- C** Judges in superior courts cannot easily be removed from office.
- D** Judicial independence is not considered to be important for judges in lower courts.

☐☐☐☐**0 5**Select the **false** statement about delegated legislation.**[1 mark]**

- A** It can be introduced to deal with emergency situations.
- B** It is generally well publicised.
- C** It often saves time in law-making.
- D** It permits contributions from experts.

☐☐☐☐**5****Turn over for the next question****Turn over ►**

[5 marks]

[illegible]

5



Leah saw a car she wanted to buy. Kara, Leah's aunt, promised to buy the car for Leah if Leah passed her university examinations. Leah succeeded in passing the examinations, but Kara refused to keep her promise.

[5 marks]

[illegible]

5

Turn over for the next question

Turn over ►



Matt was an electrician and his neighbour, Nirmal, was a builder. Nirmal sometimes employed Matt to work for him on building sites. Additionally, they sometimes helped each other out by doing work on each other's houses. Whilst Nirmal was away for a week, there was a problem with electrical installations in his house, which Matt fixed. When Nirmal returned, he learned that Matt needed repairs to a wall of his house. Nirmal told Matt that he would do the repairs because of the electrical work that Matt had just done for him. However, Nirmal did not do the repairs and other builders quoted £700 to do them.

[10 marks]

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[15 marks]

Examine the suggestion that the law has an important role to play in balancing conflicting interests. Discuss the extent to which this role is evident in the context of the Law of Contract.

[illegible]

Extra space



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Paul bought a 'slim-fit' shirt costing £200 from a store, Shirtsails. A week later, he carefully followed the washing instructions after he had worn it for the first time. He then discovered that the shirt had shrunk in the wash and would no longer fit him. He immediately took the shirt back to Shirtsails. They informed Paul that there was nothing that they could do because the receipt clearly stated that no complaints about clothes could be accepted once they had been washed or dry-cleaned.

[30 marks]

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[illegible]



[illegible]

[illegible]

1	1
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Tess also paid £400 to Will for a ticket to attend a set of 10 events introducing 'Punchball', a newly established, violent contact sport. Punchball had attracted a lot of public criticism, including calls for it to be banned. After Tess had attended two of the Punchball events organised by Will, legislation was passed which made it an offence to participate in or promote Punchball in any way. Will reluctantly informed Tess that there would be no further events for her to attend.

Assess the extent to which justice may have been achieved by application of the rules concerning the rights and remedies of Tess and Will against each other.

[30 marks]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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A-level LAW

Paper 3A Contract

Monday 12 June 2023

Morning

Time allowed: 2 hours

Materials

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Instructions

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7162/3A

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CORRECT METHOD



WRONG METHODS



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0 1

Select the **false** statement about the effect of the Consumer Rights Act 2015 (CRA) on a contract for services.

[1 mark]

- A** The CRA creates a right to a price reduction in some circumstances if the service does not comply with the requirements of the contract. ☐
- B** The CRA creates a right to a repeat performance in some circumstances if the service does not comply with the requirements of the contract. ☐
- C** The CRA imposes a term requiring performance of the service with absolute care and skill. ☐
- D** The CRA imposes a term requiring performance of the service within a reasonable time. ☐

0 2

Select the **true** statement about a term which attempts to exclude or limit liability for breach of the 'satisfactory quality' requirement in a consumer contract for supply of goods (Consumer Rights Act 2015 s9).

[1 mark]

- A** Liability can be excluded if the term is validly incorporated into the contract. ☐
- B** Liability can be excluded or limited if the term is reasonable. ☐
- C** Liability can be limited but not excluded. ☐
- D** Liability cannot be excluded or limited. ☐



0 3Which of the following **best** describes what happens in an action for breach of contract?**[1 mark]****A** The claimant prosecutes the defendant.☐**B** The claimant sues the defendant.☐**C** The Crown prosecutes the defendant.☐**D** The Crown sues the defendant.☐**0 4**Which of the following **best** describes where the rules of contract law can be found?**[1 mark]****A** Entirely in common law.☐**B** Entirely in statute law.☐**C** In neither common law nor statute law.☐**D** Partly in common law and partly in statute law.☐**0 5**

In the context of a statutory instrument (a form of delegated legislation), what does the term 'ultra vires' mean?

[1 mark]**A** The statutory instrument cannot be challenged in court.☐**B** The statutory instrument can only be enacted by Parliament.☐**C** The statutory instrument has gone beyond the powers granted by Parliament to make laws.☐**D** The statutory instrument only applies outside the United Kingdom.☐**5****Turn over for the next question****Turn over ►**

0	6
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Explain **two** ways in which the law tries to achieve judicial independence.

[5 marks]

Extra space

5



Asif had a contract with Belle. Seven days before performance was due, Asif informed Belle that he did not intend to perform his obligations under the contract. Belle did not accept Asif's refusal to perform and continued to prepare for performance of her own obligations. This included spending £500 necessary to carry out those obligations. Asif never did perform his obligations under the contract. Subsequently, Belle sued for damages for breach of contract, including the £500 that she had spent.

[5 marks]

[illegible]

5

Turn over for the next question

Turn over ►



[10 marks]

[illegible]

Extra space



[15 marks]

Examine the extent to which legal rules and moral rules are related. Discuss the extent to which rules in contract law reflect rules of morality.

[illegible]

Extra space

Turn over ►



1	0
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Greta had recently bought land to extend the grounds of her house. She arranged for Fred, a landscape gardener, to design and create a new large garden on the land for a fee of £20 000. Greta paid £5000 immediately, the remainder to be paid on completion. Fred spent £7000 on materials and had partly completed the work when heavy rain, forecast for some months, resulted in serious flooding. The flooding damaged Greta's house so severely that it would have to be demolished. However, the garden area of land was largely unaffected.

[30 marks]

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[illegible]

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Two months ago, Lewis's sister, Mandy, had given him a new garden barbecue as a birthday present. Mandy had bought the barbecue from NiceCook Ltd, a well-known cooking equipment shop. Mandy asked NiceCook Ltd to send the barbecue directly to Lewis and to include a note wishing Lewis many happy barbecues. When Lewis first used the barbecue, he was disappointed to note that the paint on the lid was noticeably scratched. In addition, much of the food Lewis prepared was undercooked because the barbecue was unable to reach the correct temperature.

In respect of a consumer contract for the supply of goods, assess whether the Consumer Rights Act 2015 is successful in balancing the interests of traders and consumers.

[illegible]

[illegible]

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[illegible]

[illegible]

[illegible]

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