



Oxford Cambridge and RSA

**Monday 20 June 2022 – Afternoon**

**A Level Law**

**H418/04** The nature of law and the law of contract

**Time allowed: 2 hours**



**You must have:**

- the OCR 12-page Answer Booklet

**INSTRUCTIONS**

- Use black ink.
- Write your answer to each question in the Answer Booklet. The question numbers must be clearly shown.
- Answer **four** questions in total:  
Section A: answer **one** question using examples from your full course of study  
Section B: choose Part 1 **or** Part 2 and answer the **three** questions for that part.

**INFORMATION**

- The total mark for this paper is **80**.
- The marks for each question are shown in brackets [ ].
- Quality of extended response will be assessed in questions marked with an asterisk (\*).
- This document has **4** pages.

**ADVICE**

- Read each question carefully before you start your answer.

**SECTION A****The nature of law**

Answer **one** question using examples from your full course of study.

- 1** 'The courts of England and Wales are courts of law, not courts of morality.'

Discuss the challenges faced by judges in separating law from morality.

**[20]**

- 2** 'Justice is a concept which is difficult to define but is easily identified in practical examples.'

Discuss the meaning of justice in light of this statement.

**[20]**

**SECTION B****Law of contract**Choose **Part 1** or **Part 2**.**Part 1**Answer the **three** questions below.The first two questions are based on the scenarios below. The scenarios are **not** related.

Kareem wanted to park his car in a car park run by Fine Parking. He paid for 2 hours parking using an app on his phone. He had to tick a box on the app to agree to the terms of the contract. One of the terms imposed a £100 fee if the car stayed in the car park for longer than he had paid for. Kareem returned to his car ten minutes late and has now received a bill demanding that he pays £100. Kareem considers that this penalty charge is excessive. The next day, Kareem parked at a car park owned by Dent Parking. He had to take a ticket when he entered the car park. On the back of the ticket, there was a notice that said Dent Parking would not be liable for any injuries or damage that happened in the car park. After he parked his car, a part of the car park wall collapsed, injuring Kareem and damaging his car.

Nina wanted to buy some animals for her farm.

- She asked James how much he would sell his horse for. James said he could not accept less than £3000 so Nina said that she was willing to buy it for that price.
- On Monday, Mia offered to sell a prize goat to Nina. Mia told Nina that she had until Friday to let her know. On Wednesday, Nina heard that the goat had been sold to someone else, so she quickly emailed Mia to accept.
- Nina's neighbour, Beth, offered to sell her a bull. Beth said that if Nina wanted to buy the bull, she should come and tell her before 12 noon the next day. At 11.45am the next day, Nina realised that time was running out, so she sent her acceptance by text message instead.

- 3 Advise whether Kareem must pay the £100 to Fine Parking **and** whether the terms on Dent Parking's ticket will prevent Kareem from suing them for compensation. **[20]**
- 4 Advise whether each of the communications between Nina and James, Nina and Mia **and** Nina and Beth constitute a binding offer and acceptance. **[20]**

**Essay question on the law of contract**

- 5\* Discuss the extent to which the courts take a consistent approach to the requirement of consideration. **[20]**

## Part 2

Answer the **three** questions below.

The first two questions are based on the scenarios below. The scenarios are **not** related.

Zac owns a factory which makes candles. Half of all the candles he makes are sold to the Grabit supermarket chain. Grabit recently told Zac that they would like to buy all his candles but that he would need to pay Grabit for an expensive advertising campaign as a condition of the deal. If he refused, Grabit would not place any further orders. Zac felt he had no choice but to agree to pay for the advertising campaign as he could not afford to lose all his sales to Grabit.

Zac also had a one-year contract to buy candle wax from Busy B, a local supplier, at a fixed price. When Busy B heard about the Grabit deal, they increased their prices immediately, in breach of the terms of the one-year contract. Zac protested but as there were no other suitable suppliers, he had no choice but to agree to the increased price. Two months into the contracts with Grabit and Busy B, Zac makes better deals with an alternative candle buyer and a different candle wax supplier. He now wishes to terminate the contracts with Grabit and Busy B.

Sara is the manager of a restaurant and is arranging a large birthday party. One month before the party she made a contract with Boozers for 200 bottles of champagne. She also made a contract with Trad Jazz to supply a 20-person musical band to play at the party. A week before the party, Boozers told Sara that they could no longer supply the champagne. Sara then made an alternative contract with Poppers for the same champagne but for a lower price than Boozers were going to charge. Trad Jazz arrived to play at the party but they only had four musicians. Sara was annoyed as she had spent a lot of money to rent a stage for the expected 20 musicians. Sara also contracted with Musica, a media company, to film the event in order to make a publicity video for the restaurant. Musica were unable to film as the stage was too empty but Sara still had to pay them.

- 6 Advise whether Zac's termination of the contracts with Grabit and Busy B would be lawful on the basis of economic duress. [20]
- 7 Advise what remedies Sara may be able to claim from Boozers **and** Trad Jazz, assuming that both are found to be in breach of contract. [20]

### Essay question on the law of contract

- 8\* Discuss the extent to which the courts take a consistent approach to the requirement of consideration. [20]

## END OF QUESTION PAPER

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Oxford Cambridge and RSA

**Monday 12 June 2023 – Morning**

**A Level Law**

**H418/04** The nature of law and the law of contract

**Time allowed: 2 hours**



**You must have:**

- the OCR 12-page Answer Booklet

**INSTRUCTIONS**

- Use black ink.
- Write your answer to each question in the Answer Booklet. The question numbers must be clearly shown.
- Fill in the boxes on the front of the Answer Booklet.
- Answer **four** questions in total:
- Answer **one** question in Section A.
- Choose **one** Part in Section B. Answer the **three** questions for that part.

**INFORMATION**

- The total mark for this paper is **80**.
- The marks for each question are shown in brackets [ ].
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- This document has **4** pages.

**ADVICE**

- Read each question carefully before you start your answer.

**SECTION A****The nature of law**

Answer **one** question using examples from your full course of study.

- 1** 'The rule of law is seen as an essential principle within our legal system.'

Discuss the extent to which you agree that the rule of law is central to our legal system. **[20]**

- 2** 'It is much harder for a multicultural society, reflecting a diversity of views, to arrive at a moral consensus.'

Discuss how effectively the legal system of England and Wales can adapt to changes in morality, in the light of the above statement. **[20]**

**SECTION B****Law of contract**

Choose **Part 1** or **Part 2**.

**Part 1**

Answer the **three** questions.

The first two questions are about the scenarios. The scenarios are **not** related.

Sara is a successful and wealthy singer. She has three children, Tom, Layla and Heidi. Tom has borrowed some money from Sara. Sara takes various members of her family to her concerts but she has never taken Tom. Tom complains that she is treating him unfairly. Sara says that if Tom stops complaining, she will not make him repay the money he owes her. Tom does stop complaining.

Layla drew a picture to send to Sara on her birthday. Sara liked the picture very much and the following year she used it in her stage design. After the concert, she promised to pay Layla for using the picture.

Sara owns an old and very valuable sports car. Heidi is very interested in cars so Sara offers to sell her the sports car for £100, which Heidi pays. The car is worth a lot more than this.

Amir is a gardener. He makes a contract with Rosa to work on her garden for two hours every week. When making the contract, Amir asks Rosa to sign a lengthy document, which she does. In the middle of the document there is a term that requires Rosa to pay £1000 compensation if she stops using Amir.

Before making the contract with Rosa, she explained to him that she wanted everything in her garden to be organic, and that this was very important to her. Amir agreed that he would only use organic seeds. However, this was not included in the written document.

After each gardening session, Amir always gives his customers a note to explain the hours he has worked and what he has done. On the back of the note there are some contract terms.

- 3 Advise Sara whether Tom, Layla and Heidi have given good consideration for her promises. Do **not** discuss intention to create legal relations. **[20]**
- 4 Advise whether the term about paying £1000 compensation, the promise to use organic seeds, and the terms on the back of the note are incorporated into Amir's contract with Rosa. **[20]**

**Essay question on law of contract**

- 5\* The rules of offer and acceptance can cause confusion and parties may not be clear at what point a binding agreement has been formed.

Discuss the extent to which you agree with this statement.

**[20]**

## Part 2

Answer the **three** questions.

The first two questions are about the scenarios. The scenarios are **not** related.

Ben is a car dealer. He buys and sells second-hand cars. Ben tells Yoshi that a car he is interested in has never been in an accident, which is true. The following day, another customer takes the car for a test drive and has an accident. Ben arranges for the car to be repaired straight away. Yoshi returns to Ben's garage a few days later and buys the car. Ben does not tell him about the accident and repair.

Rishi buys a car with a large boot. He tells Ben that he wants to be able to carry his wife's wheelchair. Ben knows that the boot is not big enough for a wheelchair but he does not tell Rishi.

Ben needs insurance for his own car. When he contacts an insurance company to make the insurance contract, he does not tell them that he has a conviction for theft. If he had told them, the insurance would have cost more. Ben has now had an accident and wishes to claim on the insurance.

Dev's transport company has two extra-large lorries available. They make a contract to transport a large machine for Sam. In the contract they do not specify which lorry they are going to use. They decide to use Lorry 1 for Sam's contract, so they allocate Lorry 2 to other contracts. Shortly before the contract with Sam starts, Lorry 1 is involved in an accident and is unusable.

Dev also contracts with Boom, a rock band, to transport their equipment to a music festival. Since making the contract, the festival has been cancelled because of flooding.

Dev also contracts with Yana to transport some goods to a seaside town. The usual route involves using a bridge. Dev checks whether their lorries can use the bridge and is told that they can. However, shortly before carrying out the contract, the rules change and lorries are no longer allowed on the bridge. The alternative route is much longer and will cost Dev a large amount in fuel.

- 6 Advise whether Ben's failure to disclose information to Yoshi, Rishi and the insurance company will allow them to rescind their contracts for misrepresentation. [20]
- 7 Advise whether Dev's contracts with Sam, Boom and Yana are frustrated. [20]

### Essay question on law of contract

- 8\* The rules of offer and acceptance can cause confusion and parties may not be clear at what point a binding agreement has been formed.

Discuss the extent to which you agree with this statement.

[20]

## END OF QUESTION PAPER

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