

General Certificate of Education
January 2008
Advanced Level Examination



LAW

LAW4

**Unit 4 Criminal Law (Offences against the Person)
or Contract Law**

Friday 18 January 2008 1.30pm to 2.45pm

For this paper you must have:

- a 12-page answer book.

Time allowed: 1 hour 15 minutes

Instructions

- Use blue or black ink or ball-point pen.
- Write the information required on the front of your answer book. The *Examining Body* for this paper is AQA. The *Paper Reference* is LAW4.
- Answer **one** question from two on the theme you have studied for this unit.
- Do all rough work in the answer book. Cross through any work you do not want to be marked.
- Give reasoned answers. Where appropriate, make reference to authority.

Information

- The maximum mark for this paper is 85.
Ten of these marks will be awarded for using good English, organising information clearly and using specialist vocabulary where appropriate.
- The marks for questions are shown in brackets.

Answer one question from two on the theme you have studied for this unit.

Give reasoned answers. Where appropriate, make reference to authority.

Read the scenario and answer **all** parts of the question which follows.

Criminal Law (Offences against the Person)

Total for this question: 75 marks

- 1 Early one morning, Alan was standing on a stepladder, washing the windows of his house with a powerful detergent solution. Bob and Chris came walking noisily up the street, having spent all night out, drinking alcohol. Bob shouted something and suddenly veered across the street in Alan's direction, followed by Chris, who was trying to take hold of his arm. Alan was convinced that Bob was coming to knock him off the stepladder, and quickly got down and threw the bucket of detergent solution over Bob. Some of the solution also went over Chris, causing him to suffer an extreme allergic reaction which required hospital treatment for damage to the skin on his face. In fact, though very drunk, Bob had merely wanted to have a friendly talk to Alan.

Dave, who lived in the same street as Alan, had become obsessive about cleaning his car and ensuring that he could park it outside his house. He suffered great stress and became angry when he was prevented from doing either. He had begun to believe that his neighbours, Edward in particular, were splashing his car with mud and deliberately parking immediately outside his house to stop him parking there. When Dave saw Edward park there, he rushed out and told him to move his car. Edward swore at him before walking off. Dave went into his kitchen, seized a knife, and ran after Edward. As he heard footsteps behind him, Edward turned and a brief struggle took place, during which Dave stabbed Edward in the leg. The stab wound severed a main artery and Edward rapidly bled to death.

- (a) Discuss the criminal liability of Alan and of Bob arising out of the incident in the street. *(25 marks)*
- (b) Discuss the criminal liability of Dave for the murder of Edward. *(25 marks)*
- (c) Choose **one** of the following:

In relation to murder (including voluntary manslaughter), consider whether the current law is satisfactory. *(25 marks)*

OR

In relation to involuntary manslaughter, consider whether the current law is satisfactory. *(25 marks)*

OR

In relation to the non-fatal offences against the person, consider whether the current law is satisfactory. *(25 marks)*

Total for this question: 75 marks

- 2 Farrah, who was 14 years old, began to receive notes through the post which contained drawings of dead bodies and statements such as “This will be you”. In consequence, she became very reluctant to leave the house and had to have specialist counselling for depression and panic attacks. Eventually, Farrah’s mother, Gill, discovered that the notes were being sent by Isi, a girl in Farrah’s class at school, and she went round to confront Isi at her house. When she did so, a furious argument broke out on the doorstep, during which Isi grabbed Gill’s hair and slapped her very hard three or four times. Gill then managed to push Isi, who tripped over the doorstep and fell backwards through a glass door panel, suffering deep cuts to her arm and face.

Isi’s father, Jack, was very angry about these events. Whilst driving through town, he saw Farrah’s 13-year-old brother, Karl, walking along the street. He rapidly braked, forced Karl into the car, and drove off into the countryside. When the car stopped at a junction, Karl managed to jump out and run away. Jack panicked and drove off, and so did not see that, almost immediately, Karl was struck by a car driven by Leon as it came round a bend. Karl was thrown into a ditch and Leon drove away without stopping. Karl was not discovered until the next day, by which time he had died from his injuries.

- (a) Discuss the criminal liability of Isi and of Gill. *(25 marks)*
- (b) Discuss the criminal liability of Jack and of Leon for the involuntary manslaughter of Karl. *(25 marks)*
- (c) Choose **one** of the following:

In relation to murder (including voluntary manslaughter), consider whether the current law is satisfactory. *(25 marks)*

OR

In relation to involuntary manslaughter, consider whether the current law is satisfactory. *(25 marks)*

OR

In relation to the non-fatal offences against the person, consider whether the current law is satisfactory. *(25 marks)*

Turn over for the next question

Turn over ►

Contract Law**Total for this question: 75 marks**

- 3 Martens, the publisher of a new magazine, *Sportlife*, placed advertisements in the press which read, “Annual subscription for *Sportlife* delivered to your door, only £200. Special bonus – subscribe by 20 April and get £50 worth of free sports equipment.” In smaller print, the advertisement also said, “Special bonus offer may be withdrawn at any time.” Nirmal sent a letter on 30 March, enclosing his £200 subscription. The letter was delayed in the post and was not delivered to Martens until 25 April. On 16 April, Owen was told by a friend that he thought that Martens was no longer offering the special bonus. Even so, Owen sent off a letter enclosing the £200 subscription and referring to the special bonus. Martens began to supply both Nirmal and Owen with *Sportlife*, but refused to supply the £50 worth of free sports equipment. Nirmal was told that his letter had not been received in time. Owen was told that Martens had published an advertisement in two national newspapers on 15 April, withdrawing the special bonus offer. Neither Nirmal nor Owen wanted the magazine without the special bonus of free sports equipment.

Paul was well known for his service to sport over a period of 40 years. Ray arranged a football match to celebrate Paul’s service, and agreed with Martens that Martens would print and supply programmes for the event at a cost of £1000. Ray paid £300 immediately and was expected to pay the remainder on supply of the programmes 14 days before the match was to take place. Paul was killed in a car accident 16 days before the date of the match. Ray chose to cancel the celebration football match and he informed Martens that he no longer required the programmes. By this time, Martens had printed the programmes at a cost of £600.

- (a) Taking into account the rules on formation of contract, consider whether Nirmal and Owen are each bound by a contract for the subscription to *Sportlife*, and whether each has any rights against Martens in relation to the free sports equipment. (25 marks)
- (b) Taking into account the rules on frustration and on breach of contract, consider the rights and remedies of Martens and of Ray in connection with the contract for the supply of the programmes for the match. (25 marks)
- (c) Choose **one** of the following:

Relating your answer to the rules on offer and acceptance, consider the extent to which the rules on formation of contract are satisfactory. (25 marks)

OR

Relating your answer to the rules on consideration, consider the extent to which the rules on formation of contract are satisfactory. (25 marks)

OR

Relating your answer to the rules on intention to create legal relations, consider the extent to which the rules on formation of contract are satisfactory. (25 marks)

Total for this question: 75 marks

- 4 Sara was at a family party when she mentioned to her cousin, Tom, that she needed to rent a car for a fortnight's touring holiday. Tom ran a car repair business and he said that he would provide her with a car. In return, she agreed that she would do some urgent secretarial work for him at his garage when her holiday was over. The car broke down on the second day of Sara's holiday. When she learned that it would take a further two days to repair, and that Tom could not supply a replacement car, Sara told Tom that the deal was off and she hired a car for the remainder of her holiday at a cost of £250. Tom had to pay £300 to employ a secretary from an agency to do the urgent secretarial work.

Vin left his two almost identical Walther cars with Tom for an estimate for repairs. When Vin later telephoned Tom for information, Tom said that one would cost £400 to repair, and the other £1500. Vin authorised Tom to proceed with repairs on one car. However, because of a confusion over the identity of the two cars, Vin thought that he had agreed to the £400 repair, whilst Tom carried out the £1500 repair. When Amy took her car to Tom for repair, he told her that, amongst other work, an engine component would need to be replaced at a cost of £20 for the component and £150 in labour charges. In fact, though he replaced the engine component, he knew that it was unnecessary to do so.

- (a) Taking into account the rules on formation of contract and on terms in a contract, consider what rights, duties and remedies, if any, are available to Sara and to Tom arising out of their agreement in connection with the car and the secretarial services. *(25 marks)*
- (b) Taking into account the rules on mistake and misrepresentation, consider the rights and remedies of Vin and Tom, and of Amy and Tom, in connection with the various car repairs. *(25 marks)*
- (c) Choose **one** of the following:

Relating your answer to the rules on offer and acceptance, consider the extent to which the rules on formation of contract are satisfactory. *(25 marks)*

OR

Relating your answer to the rules on consideration, consider the extent to which the rules on formation of contract are satisfactory. *(25 marks)*

OR

Relating your answer to the rules on intention to create legal relations, consider the extent to which the rules on formation of contract are satisfactory. *(25 marks)*

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