



GCE A level

1253/01

LAW – LA3

UNIT 3: Understanding Substantive Law:

Freedom, the State and the Individual

OPTION 1: Contract and Consumer Law

P.M. FRIDAY, 18 January 2013

1½ hours

ADDITIONAL MATERIALS

In addition to this examination paper, you will need a 12 page answer book.

INSTRUCTIONS TO CANDIDATES

Use black ink or black ball-point pen.

Candidates are required to answer **two** questions.

INFORMATION FOR CANDIDATES

Each question carries 25 marks.

The number of marks is given in brackets at the end of each question or part-question.

Candidates are reminded of the need for good English and clear presentation.

All questions should be answered in continuous prose. The quality of written communication will be assessed in all answers.

You are reminded of the importance of including knowledge from all areas of the course where appropriate, including the Legal System of England and Wales. Part (b) of each question will test understanding of the connections between the different elements of the subject.

Answer two questions.

1. Study the text below and answer the questions based on it.

On Wednesday Lillian visited Sophie's beauty parlour because she wanted her nails manicured for a wedding that she was attending the following Friday. When Sophie had finished, Lillian was so pleased with what she had done that she said she would give Sophie an extra £50 as a tip. She then found that she did not have enough money with her but she said she would call with it after the wedding on Monday to give it to her. On Monday, Lillian phoned Sophie to tell her that she did not intend to give her the tip. Unfortunately Sophie, in reliance of Lillian's promise, bought a dress on the Saturday and is pressing to be paid the tip.

- (a) In the light of reported case law and other sources of law, advise Lillian. [14]
- (b) Explain the importance of the doctrine of precedent in the development of Contract Law. [11]

2. Study the text below and answer the questions based on it.

Andrew wrote to Ivor offering to sell his two year old Ascari motor car and because it was such a rare car, offered to sell it for £50,000. Ivor was thrilled and immediately telephoned to accept. Nevertheless, Andrew was nervous and requested that Ivor should confirm his acceptance in writing. He said that if he got his letter of acceptance by 10.30 a.m. the following day, he would accept it. At once, Ivor posted his letter of acceptance which was received at 8.30 a.m. the following day. Unfortunately in the meantime, Xavier offered Andrew £75,000 for the car and he accepted. He then posted a letter to Ivor, withdrawing the offer.

- (a) In the light of reported case law and other sources of law, advise Ivor. [14]
- (b) Explain the available sources of assistance to Ivor in funding litigation in this situation. [11]

3. Study the text below and answer the questions based on it.

Bertie has a great talent in modern singing and dancing. When he was barely 18 years old he entered into a contract with Pears Audio Ltd. The contract was for ten years and under it Bertie agreed to record all his routines giving Pears Audio Ltd an exclusive right to develop and exploit his recordings. The contract provided that Bertie would pay Pears Audio Ltd a royalty fee of 35%. Over the last three years, Bertie has provided thirty four songs to Pears Audio Ltd who has on each occasion, turned down his request. He now wants to take his recordings to Oak Productions Ltd but Pears Audio Ltd is threatening to stop him from doing so.

- (a) In the light of reported case law and other sources of law, advise Bertie. [14]
- (b) Explain the civil remedies available to Pears Audio Ltd. [11]

4. Study the text below and answer the questions based on it.

Harper Ltd provides electrical services to the general public. Joanna bought an old house and she wanted part of the house to be rewired with new electric cable wiring. She enquired from Harper Ltd who agreed to carry out the work for £2,500. They sent Joanna a copy of their Terms and Conditions of Business. Clause 3 of these stated:

“Harper Ltd is not responsible under any circumstances for any loss or damage or injury suffered by the client except to the sum of £500 in respect of negligence caused by the employee of Harper Ltd.”

Having completed the rewiring, unfortunately due to the negligence of Fred, one of Harper Ltd’s employees, the house caught fire and whilst no-one was hurt, the house burned down.

- (a) In the light of reported case law and other sources of law, advise Joanna. [14]
- (b) Explain the influence of European Law as a source of law in the above situation. [11]