



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 11.45 am 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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