



Please write clearly in block capitals.

Centre number

--	--	--	--	--

Candidate number

--	--	--	--

Surname

Forename(s)

Candidate signature

I declare this is my own work.

A-level (7162) LAW

Paper 3(A)

Nature of Law and English Legal System (25 Marks out of 100)

Law of Contract (75 Marks out of 100)

Time allowed: 2 hours

Materials

- You will need no other materials.

Instructions

- Use black ink or black ball-point pen.
- Fill in the boxes at the top of this page.
- Answer **all** questions. You must answer the questions in the spaces provided. Do **not** write on blank pages.
- If you need extra space for your answer(s), use the lined pages at the end of this book. Write the question number against your answer(s).
- Do all rough work in this book. Cross through any work you do not want to be marked.
- Questions should be answered in continuous prose. Give reasoned answers. Where appropriate, make reference to cases, statutes and examples.

Information

- The marks for questions are shown in brackets.
- The maximum mark for this paper is 100.

For Examiner's Use	
Question	Mark
1–5	
6	
7	
8	
9	
10	
11	
TOTAL	



J U N 2 1 7 1 6 2 3 B 0 1

IB/G/Jun21/E5

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



If you want to change your answer you must cross out your original answer as shown. 

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 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 2 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 3 Select the true statement about delegated legislation

[1 mark]

A A court may declare delegated legislation invalid if it is not within powers granted to a minister by the enabling Act.

B By-laws can only be made by local authorities

C In any year, there are about as many Acts of Parliament as there are pieces of delegated legislation.

D To become law, statutory instruments must be approved by both Houses of Parliament by way of the affirmative resolution procedure

0 4 Select the false statement about the institutions of the European Union.

[1 mark]

A The Council of the European Union has law-making powers.

B The European Commission has an important role in enforcing European Union law and policies.

C The European Court of Justice is the final court of appeal on all law for all member states.

D The European Parliament has law-making powers.

0 5 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.

5

Turn over ►



Do not write
outside the
box

0 6

Explain TWO reasons why a large amount of law is made by delegated legislation. Use an example to illustrate one of your reasons

[5 marks]

Extra space

5



Do not write outside the box

0 7

Josh sent a message to Faisal which read, "How much do you want for your car? I think it's worth about £2500." Faisal replied, "Correct. A deal at £2500, then. No need to reply. Collect when you are ready." When Josh went to collect the car, he discovered that Faisal had sold it to someone else for £3000.

Applying the rules of offer and acceptance in contract, suggest why Josh would probably have no rights and therefore no remedies against Faisal.

[5 marks]

Handwriting lines for the answer.

Extra space

Additional handwriting lines.

5

Turn over for the next question

Turn over ►



0 8

Evan wanted to restore his very old car to a condition as good as new. He was desperate to win first prize (a large sum of money) in a national competition involving old cars which was to take place in two months' time. He agreed to pay Felix, an expert in restoring cars, £4000 to do the work.

After one month, when much of the car was in pieces and much work remained to be done, Felix told Evan that he would not complete the work unless Evan paid an extra £1000. Very worried that the car would not be ready in time for the competition, Evan agreed to pay the extra money. However, when the work on the car was finished, Evan refused to pay the extra £1000 and only paid the £4000 originally agreed.

Taking into account the rules on consideration and on economic duress, advise Felix as to whether he is entitled to claim the additional £1000.

[10 marks]



*Do not write
outside the
box*

Lined writing area with horizontal lines.

Turn over ►



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

Phil and Katie organised a party to celebrate Katie's 30th birthday. They hired a room for £300 at the Lander Hotel, and paid a deposit of £150. The room was to be available until 1.30 am and food, drink and music would be provided. Two weeks before the party was to take place, the Lander Hotel informed Phil that an 'unfortunate double-booking' meant that Katie's party would have to be transferred to a smaller room which would only be available until 11.30 pm. Additionally, no food would be available. Phil refused to accept the change, but the Lander Hotel insisted that the larger room was not available and would not refund the £150 deposit. Eventually, Phil and Katie succeeded in hiring another suitable room at a different hotel but at a cost of £500. Phil also paid for Katie to have a small dragonfly tattooed on her arm at Nina's tattoo salon. Katie was in tears and very distressed when she saw the tattoo on her arm, which was much larger than she had expected and looked more like a child's drawing of an aeroplane than a dragonfly. When Katie complained, Nina denied that there was anything wrong with the tattoo and said that, in any case, Phil had paid for it, not Katie.

Consider the rights and remedies of Phil and Katie against the Lander Hotel and consider Katie's rights and remedies against Nina.

Assess the likely effectiveness of the remedies that you have suggested may be available to Phil and to Katie

[30 marks]

Turn over ►



There are no questions printed on this page

*Do not write
outside the
box*

**DO NOT WRITE ON THIS PAGE
ANSWER IN THE SPACES PROVIDED**



