



Oxford Cambridge and RSA

Monday 10 June 2024 – 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 [].
- 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** 'Justice is a theoretical goal which is difficult to achieve in practice'.

Discuss the extent to which this statement is reflected in the English legal system.

[20]

- 2** 'One function of law in society is to provide a mechanism of social control'.

Discuss the extent to which the law is an effective mechanism of social control.

[20]

SECTION B

Law of contract

Choose **Part 1** or **Part 2****Part 1**Answer the **three** questions.

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

Layla owns a nightclub. She agrees with Fizzerz that she will only sell their brand of champagne in her nightclub as long as Fizzerz agree not to supply any other clubs in the town. The agreement is said to be 'binding in honour only'.

Layla sets up a wedding planning business with her brother Yoshi. They agree to enter contracts together and share profits equally. Layla has just been offered a valuable contract to plan the wedding of a celebrity, but she does not want to share this contract with Yoshi.

Layla and her friend Sasha each buys a weekly lottery ticket. They have agreed to share any prize money but until now neither has ever won anything. This week Layla has won a million pounds and intends to keep it all herself.

Jane owns a shop and sells clothes made by Heidi. Heidi says that unless Jane accepts all the costs of advertising Heidi's clothing, she will not make any further contracts with her. Jane feels she has no choice so she agrees to pay all the advertising costs.

Jane also makes a two-year contract with Zippy Delivery Company to deliver all the goods she sells. Zippy now realise that they will make a loss on the contract so they say they will not deliver unless Jane pays them more. Jane consults with her solicitors and decides that she cannot risk the business disruption so she agrees to pay Zippy more money per delivery.

Jane has a two-year fixed price contract to buy shopping bags from Bagit. Six months into the contract the price of materials goes up so Bagit say they will not supply Jane unless she pays more. Jane is too busy to look for another supplier so for two years she pays more. At the end of the contract, she complains that Bagit were not entitled to the extra rate.

- 3 Advise whether there is an intention to create binding contracts in each of the agreements between Layla and Fizzerz, Yoshi and Sasha. [20]
- 4 Advise whether each of Jane's contracts with Heidi, Zippy and Bagit can be made void for economic duress. [20]
- 5* Discuss the extent to which the rules on incorporation of terms are satisfactory **and** suggest ideas for reform. [20]

Part 2

Answer the **three** questions.

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

Ryan is an electrician; he has contracted to complete several jobs at a big hotel. He has to rewire the kitchen, install new lighting in five bedrooms and install a new sound system in the ballroom in time for a series of concerts which start on 1st October. Ryan gave the hotel a single price to cover the work on all five bedrooms.

- Ryan completes all the work in the kitchen correctly except for a small light in a cupboard that does not work.
- Ryan completes the lighting work in three of the bedrooms but does no work in the remaining two.
- By 1st September Ryan has not started the work in the ballroom. Dev, the manager, is worried and says that Ryan has one more week to start work or they will cancel the contract. After another week Ryan still has not started the work so Dev cancels the contract with Ryan and asks another electrician to do the work.

Flashlight, a power generating company, has made a contract with Amos to buy some land. They intend to install a wind farm on the land. Amos has changed his mind and no longer wishes to sell, claiming that Flashlight tricked him into selling for an artificially low price.

Flashlight has also made a contract with Sam, an artist, for a large sculpture for their headquarters. Sam has since been offered a lot more money for the work by someone else so no longer wishes to sell to Flashlight.

Flashlight has made a contract with Taylor, a skilled engineer, to complete some work for them. After arguing with Flashlight's senior manager, Taylor is now refusing to complete the work.

- 6 Advise whether Ryan has completed sufficient performance to claim any money for his work in the kitchen and bedrooms and whether Dev was entitled to cancel the ballroom contract. **[20]**
- 7 Advise whether Flashlight can obtain any remedies to force Amos, Sam or Taylor to fulfil their contracts. Assume each of the contracts is binding. **[20]**
- 8* Discuss the extent to which the rules on incorporation of terms are satisfactory **and** suggest ideas for reform. **[20]**

END OF QUESTION PAPER

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