



**Surname** \_\_\_\_\_

**Other Names** \_\_\_\_\_

**Centre Number** \_\_\_\_\_

**Candidate Number** \_\_\_\_\_

**Candidate Signature** \_\_\_\_\_

**I declare this is my own work.**

**A-level**

**LAW**

**Paper 3A Contract**

**7162/3A**

**Monday 15 June 2020**

**Afternoon**

**Time allowed: 2 hours**

**[Turn over]**



**At the top of page 1, write your surname and other names, your centre number, your candidate number and add your signature.**

**You will need no other materials.**

## **INSTRUCTIONS**

- **Use black ink or black ball-point pen.**
- **Answer ALL questions. You must answer the questions in the spaces provided. Do NOT write on blank pages.**
- **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.**

**DO NOT TURN OVER UNTIL TOLD  
TO DO SO**

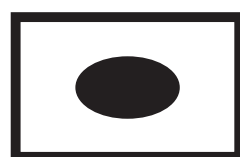


**Answer ALL questions in the spaces provided.**

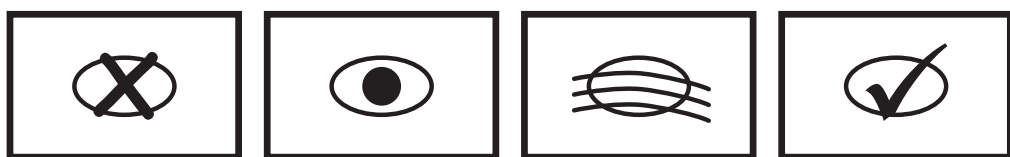
**Only ONE answer per question is allowed.**

**For each question completely fill in the circle alongside the appropriate answer.**

**CORRECT METHOD**

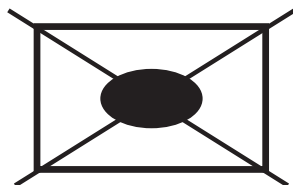


**WRONG METHODS**



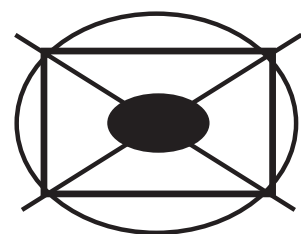
**If you want to change your answer you must cross out your original answer as**

**shown.**



**If you wish to return to an answer previously crossed out, ring the answer**

**you now wish to select as shown.**



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**[Turn over]**



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**Select the FALSE statement about offer and acceptance in contract. [1 mark]**

☐

**A An acceptance always has to be communicated.**

☐

**B An offer made to a named person can be accepted only by that person.**

☐

**C An offeror cannot impose acceptance on an offeree based solely on the offeree's silence.**

☐

**D An offeror cannot withdraw an offer once it has been accepted.**



0	2
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**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.**

**[Turn over]**



0	3
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**Select the TRUE statement about judges in civil cases. [1 mark]**

☐

**A Circuit judges mainly hear appeal cases.**

☐

**B Court of Appeal judges try some cases and hear appeals in others.**

☐

**C District judges try small claims cases in the County Court.**

☐

**D Supreme Court judges hear appeals on issues of fact and law.**





0	4
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**Select the FALSE statement about the independence of the judiciary. [1 mark]**

☐

**A It is difficult to remove superior judges from office.**

☐

**B Judges cannot be sued for their decisions in cases, even if they make mistakes.**

☐

**C Judges do not take part in cases in which they have any personal interest.**

☐

**D The Lord Chancellor is the only government minister allowed to influence the decision of a judge in a case.**

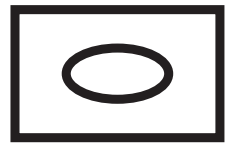
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**Delegated legislation in the form of statutory instruments is subject to various controls. Select the TRUE statement about controls on statutory instruments. [1 mark]**





**A A court can rewrite a statutory instrument if it decides that it was issued beyond the powers available to the minister.**



**B A statutory instrument issued by a local council has to be approved by a government minister.**



**C Many statutory instruments become law unless Parliament votes to reject them within a specified time (usually 40 days) of being issued.**



**D The Scrutiny Committee has the power to stop any proposed statutory instrument from becoming law.**

**[Turn over]**



0	6
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**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]**

[illegible]

[illegible]

5

**[Turn over]**



0	7
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**Ash bought a television from Bigmedia Store and gave it to her mother, Carol, as a birthday present. The television never worked properly and Carol wanted to exchange it for another one.**

**Ash bought the television. Suggest why Carol would probably have no rights against Bigmedia Store. [5 marks]**

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5





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**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]**

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**[Turn over]**



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10





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**In Question 09 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.**

**0 9** **Traditionally, law operated in society to ensure freedom of contract.**

**Examine the concept of freedom of contract. Discuss the extent to which the effect of the Consumer Rights Act 2015 on the contractual relationship between traders and consumers is in conflict with freedom of contract. [15 marks]**

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[illegible]

**[Turn over]**



[illegible]

[illegible]

**[Turn over]**



30

[illegible]

[illegible]

**[Turn over]**



15





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**In Question 10 you are required to provide an extended answer which shows a clear, logical and sustained line of reasoning leading to a valid conclusion.**

**1 0** Maya wanted to make extensive alterations to the interior of a building she owned. She asked for price quotations from a number of workmen. Eventually, she chose Nev to do the work. Nev's price was not the cheapest but Maya was impressed by his experience and, especially, by the photos of his earlier work that he showed her. Maya later discovered that, although Nev was experienced in the relevant kind of work, the photos that he had shown to her were of someone else's work. Maya immediately 'cancelled' the contract with Nev just before work was due to begin.

**Maya agreed to pay Oscar**



**£40 000 to replace a number of windows in another building that she owned. The sum of £8000 was payable immediately and the remainder on completion of the work. Oscar spent £5000 on materials and did part of the work, to a value of £10 000. Then, a fire caused by poor electrical wiring severely damaged the building and Oscar had to stop work. Part of the building had to be demolished but the remainder could still be used. However, Maya had to change her plans for the use of the building and the windows would no longer be suitable.**

**[Turn over]**



**Consider whether Maya was entitled to ‘cancel’ the contract with Nev. Consider the rights and duties of Maya and Oscar in consequence of the damage to the building, and what remedies may be available to each of them. [30 marks]**

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[illegible]

**[Turn over]**



[illegible]



# 40

[illegible]



41

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**[Turn over]**



4 1

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**[Turn over]**



[illegible]

45

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[illegible]



30

[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
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**Jax heard that Ivy was selling her fridge, so he texted her, ‘I’ll take your fridge for £80.’ Ivy texted back, ‘How about £95?’ When she heard nothing from Jax for three days, Ivy texted again, ‘OK. A deal at £80 then.’ Jax did not reply and Ivy later heard that he had bought a fridge from someone else.**

**Jax wanted to make improvements to a flat that he intended to move into soon. He bought kitchen cupboards from Kentstore for £12 000 and employed a kitchen-fitter to install them. When he inspected the kitchen after two weeks, he was satisfied with the work done**



by the kitchen-fitter but very upset to find that some of the cupboards supplied by Kentstore were of a different design from those ordered. Additionally, some cupboards were much larger than the size ordered and left much less space in the kitchen than expected. One wall cupboard seemed too weak to hold the kitchen items he had planned to store in it. Kentstore rejected Jax's complaints.

[Turn over]



**Consider whether Ivy has any rights in contract against Jax in connection with the fridge. Consider the rights and remedies of Jax against Kentstore in connection with the cupboards.**

**Assess what options are open to Jax to pay for any legal advice and representation that may be needed in his dispute with Kentstore. [30 marks]**

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[illegible]

**[Turn over]**



[illegible]



[illegible]





[illegible]



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[illegible]

61

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6 1

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[illegible]

**[Turn over]**



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END OF QUESTIONS



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For Examiner's Use	
Question	Mark
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