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**16 PAGE ANSWER BOOK**

## GCSE, GCE, VCE and GNVQ Examining Bodies

For examiner's use

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| Examining body | Pearson Edexcel (IAL) |
| Centre number | [redacted] Candidate number [redacted] |
| Subject/module title | YLA0/02 → law Paper-2 |
| Paper reference | YLA0/02 |
| Surname | [redacted] |
| Other names | [redacted] |
| Candidate signature | [redacted] |

| Question number | Mark |
|---|---|
| 1 | [redacted] |
| 13 | |
| 14 | |
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| Total | |

- Use blue or black ink or ball-point pen.
- Write the information required in the spaces above.
- Use both sides of the paper.
- Write the question number in the left-hand margin.
- Rule a line across the page after each answer.
- Do all your rough work in this answer book and cross through any work you do not want marked. Do not tear out any part of this book. All work must be handed in.
- Write the numbers of the questions you answer in the order attempted in the left-hand column of the boxes opposite.
- Check that you have written the information required on each additional sheet used and have attached each sheet to this book.

Write here how many additional sheets you have used (if any).

Question number

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1) The following question is based on the concept of offer and acceptance. In this following case there are two parties involved one is "A" and another one is "B".

We know that as per as the defination, an offer maybe defined as words or conduct which demonstrates the intention by the maker (the ~~offeror~~) ~~in this case~~ to be bound by the

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terms stated or inferred upon unqualified acceptance by the person to whom ~~it~~ it is addressed (the offeree). Stoer V Manchester CC (197).

B by sending a letter to A made an offer (as described above) for selling his car @ by letter to A for £60,000 at May 1st 2014.

For the acceptance of the offer which was sent by B, the ~~the~~ acceptance must be communicated exactly with the terms and condition just like a mirror ~~imm~~ image ~~with the~~ of the offer. The acceptance must be communicated as well. Honey V Facey.

The acceptance was not done by A as ~~he~~ he did not accepted the offer rather he gave a new offer which is a counter-offer and there is a principle that the counter offer rejects the original offer. So after ~~B~~ A sent ~~M~~ an offer to AB, A became the offeree and B ~~beca~~ became the offeror which was previously vice-versa. Now it is upto A to communicate the acceptance of offer as mentioned above.

A after receiving B's letter immediately faxed ~~A~~ B ~~as it was also mea~~ about his new offer as B asked A to let him know as soon as possible. Though A didn't ~~ex~~ accept B's offer but he, for his new offer, used fax which is ~~an~~ an instantaneous method of communication.

After hearing nothing from B

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about A's new offer. He decit on 9th May decided to ~~sent~~ send another letter that he would accept £60,000 in a single payment. well, in this scenario this is again an new offer not the ~~or~~ offer which was at first place came from B because not accepting that previous offer and giving on a counter offer destroyed the first offer by B. So it was again upto B to receive the offer and to accept it which was sent by a post. by A.

After posting the letter "A" liked another car and did not wanted to buy the car ~~of~~ of B so he(A) left ~~the~~ a message at B's voice mail which B listened before he opened the post of offer from A.

So in the above ~~s~~ situation the postal rule will not be appliable as postal rule is only appliable for acceptance. Adams v Lindsey. So B can't argue that by post it means that the acceptance of offer is done.

As per as the general rule, an offer can be ~~use~~ revoked (termination of offer) anytime before the ~~after~~ acceptance. So by listening to the message of A of revocation before opening and reading the letter of offer revocates the offer of A. As B didn't have the chance to accept it and also the acceptance was not also ~~o~~ communicated as there there must be actual communication. So the offer maybe successfully

Some correct legal terms used and applied but considerable lack of legal rules + authority

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according to law was revocated by A.

Though B believes that ~~the~~ ~~be~~ A is bound to take his car as there was a contract but to form a contract there must be a consideration ~~and~~ ~~then~~ of some economic value but there were no consideration as well as the offer was revocated before the acceptance. So A may not be obliged to ~~but~~ buy B's car according to law and if the dispute continues then the civil side of the crown court will handle this matter.

13) This ~~ques~~ question deals with the matter of criminal damage which is dealt by a Statue of Criminal Damage Act 1971 (CDA 1971).

According to S(1) of CDA 1971, if a person unlawfully/dishonestly destroys or damages any property belonging to another with intention or being reckless ~~that~~ shall be charged for an offence under CDA. R v G, R v miller.

Damage and Destroy have no proper definition in the Statute. A damage means something which needs a time, effort and money to take back to its previous position can constitute a damage. Fagan v met. Whereas destroy means that it is made useless it is not necessary to be completely destroyed.

~~Note~~ According to the S 10 of

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Criminal damage Act 1971 a property is something of tangible nature like - House, fridge, A/C, etc. Even ~~but~~ tamed animal is a property. According to S10(b), any wild creature or mushroom growing wildly or any fruits or flowers in the wild are not regarded as property under CDA 1971.

Belonging to another means that someone has control and possession over a property is belonging to another.

A, an intelligent boy, who plans with B to set fire in their foster home can be charged for Aggravated Arson under S1(3) of CDA 1971. ~~In Aggravated Arsa~~ For someone to get convicted for Aggravated ~~Arson~~ Arson must ~~have the Intention to do destroy or damage~~ R V Francis. one must have the intention (R V Woolin) to do destroy or damage (as described above) any property belonging to another by fire with the intention to endangering life of someone. Which means by causing the CD with fire one ~~has~~ must get ~~harmed by~~ injured by fire.

As A and B thought that their foster father will be at home that time ~~by~~ and by causing the criminal damage of with fire will endanger his life, they can be charged with S1(3) of CDA 1971 for aggravated arson (Francis).

~~Because~~ After succeding of setting of fire and ~~destroy~~ which destroyed the house. According

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to S1(1) of Criminal Damage Act destroyed was proved.

Though their father were not home but ~~at~~ instead of their father C was at home it will not cause any problem to consist a under the aggravated CD as they had the intention to cause harm to a people and to endanger life of a person by that fire so it is ~~sufficient~~ or doesn't matter whether the person injured by the press was ~~his father~~ their father or not.

We know that according to S10(a) of CDA 1971, a a ~~a~~ tamed or an animal of which is in captivity is regarded as ~~a~~ a property. So ~~for~~ the fire which was caused by A and B, which caused fatal ~~injuries~~ injuries to the family pet dog will be constitute as an criminal damage under S1(1) which is mentioned ~~at~~ at the first.

Here A and B can be charged for conspiracy which means doing a crime together and also B can be charged for "Abetting" which means to help during the process and also for procuring for bringing the substance for setting up the fire under ~~S44, 45, 46~~ - ~~S43, 4~~ S44, S45, S46.

Here A and B can claim that as they are below the age of 14 they can't form the doli-incapax which means they don't

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Some good Authority cited but not legal terms, needs further detail

know to form the sufficient mens-rea. But as a judgement was formed in CUPPP that even a person who is aged between 10-14 can form the sufficient mens rea and can be charged for the offence. A was also an intelligent as mentioned in the case so it is quite clear that maybe doli-incapax not forming the mens rea to committ a crime will work here.

~~A and B can As they aged below 16, they will be A & B will be trialed in the Young Offenders Institution not and not under the crown court.~~

For the fatal injuries of C, A and B maybe charged for S 20 OAPA which is ~~grievous~~ grevious bodily harm (GBH) Eisenhower.

As both A and B aged below 16, they will be trial in the Youth offenders Institution rather than the crown court of criminal division.

14) In the scenario given in the question there are four parties. "D" who is a doorman. E who wanted to enter into the bar. E & the owner of the bar and C as an onlooker who was standing beside @ D.

Now we will at first discuss about the criminal ~~liabilities~~ liability of D who was working as the ~~doorman~~ doorman of the bar ~~before~~

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during the dangerous situation occured.

In the scenario F died because of the reason of D so at first we will try to convict D for murder. We know that murder means an unlawful killing of a human beings in being under the queens peace. with malice aforethought. Here, to prove that D cause the death of F we need prove the causation, both legal and factual. (R V White) (R V Cheshire); (R V Jordan).

It is clear that the AR of Murder which is Unlawful killing, human being, under queens peace is proven but the malice-aforethought which is to ~~do~~ some harm or gbh is not present as D was being reckless and he didn't wanted to kill F so will charge form from murder to manslaughter.

D can be be charge for ~~also~~ Constructive manslaughter under involuntary homicide. which means that D's act was dangerous and Unlawful and he had the intention to atleast cause ABH under S 47 of OAPA and GBH under S20 OAPA. R V Mitchell; R V Adomako.

Here D can also be charged for commission by omission. As after seeing F lying on the ground with lots of blood which was cause by the dangerous act of D thee was under a duty of care to save F.

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And D because of the dangerous situation of D F was suffering so his dangerous act arose a duty of care to D to save F. R v Miller.

One important thing is that is for the the causation is the factual and legal causation. To prove factual we; but for the ~~D's Act~~ defendants the victim would no have died (R v White) which is satisfied here as if D didn't push F then this dangerous situation ~~was not~~ would not occured. ~~For the~~ And there must be a substantive and operative cause of death which must be more than minimal to prove the legal causation (R v Smith) which is also proved as lots of blood were coming from F as and which is more than minimal. The medical negligence will not break the chain of causation. As the ambulance comes late. R v Cheshire.

D can argue that while D F Stretched out the harm he feared of an immediate unlawful violence and to defend himself he pushed F. So he can bring a ~~that~~ defence for self defence that to save himself he did this to F. Here the court will see that the reasonable reaction which was made by D, was that reasonable? If no, if D overreacted then there may not be any defence available for D. So D may be charged for involuntary manslaughter (constructive manslaughter) as for the dangerous situation and unlawful situation he cause and for breach of duty arising from the dangerous situation which was cause by him and no sufficient steps was taken by D to

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reduce that risk.

Now we will talk about the criminal liabilities of G. G was charged with theft to prove theft we need to ~~see~~ discuss more about theft.

According to S1 of the Theft Act 1968, theft means that a person dishonestly appropriates any property belonging to another with the intention to permanently deprive the other of it. R v Hamer; R v Ghosh; R v Lawrence.

According to S2 of Theft Act 1968 dishonestly has no proper definition. A person is not dishonest if:-

i) He thinks that he/she has the lawful right in it.

ii) The owner would have consented.

iii) He/she ~~a~~ took the reasonable steps to find the owner but didn't find it then he/she is not dishonest.

According to S3 appropriation means, to assume the right of an owner. Later assumption of the right of an owner can also constitute theft.

According to S4 S5 of TA 1968 belonging to another means someone who has control or possession of it. ~~there~~ And S6 depriving the other of it means that to act in a manner to which that the owner acts like. To act in

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a way the Owner ~~can~~ acts with their property Or according to S4 property is something of ~~tangible~~ nature.

G, by taking £300 pounds from F's pocket ~~assumes~~ dishonestly appropriates a property belonging to another with the intention to permanently deprive the other of it, so G can be convicted for theft under S1 ~~Th~~ of Theft Act 1968. Though G touched F's body ~~during~~ to while searching the moneybag, ~~it can't~~ he may be cannot be charged for robbery as he didn't apply any force. F was sort of unconscious. He just took it without any force being applied. (Benthem).

If we talk the owner of the bar B O E PL( then may be they can be charge for commission by omission. As it was a duty of them to take care of the customers. ~~but~~ (Pittwood). Medical negligence will not break the chain of causation of D. (R V Jordan).

4). The following question deals with the matter of ~~term~~ terms and exclusion clause.

N who wanted ~~went~~ to park her car in a "cinema car park" ~~in which he never~~ where she never parked before ~~at~~ at March 2015. In the entrance of the car Park it was written that " customers use the car park at their own risk. See cinema box office ~~for the~~ further terms and conditions". ~~which means~~ N drove to the car park but did not read

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the notice. She took a ticket where it was written that "see back" but N didn't see it where it was written that "Free for fewer than 30 minutes: for more than 30 minutes: £5 per hour or part hour thereof". While returning N was injured and because of the paint her car was damaged as well.

So, as per the ~~paint~~ cost of the paint of the car is covered N cannot most probably claim that for the damage which was done as the statement which was there before entering into the carpark was is an exclusion clause. (Thapelian Berry VLPC) And though the N didn't noticed it but still it will be ~~seemed~~ seemed as communicated and even the clause was made written before entering the contract. So the exclusion ~~as~~ clause was properly communicated and it is N's fault by not reading it and the placement of the exclusion clause was also ~~etc~~ okay.

The clauses that were made beside the ticket will not be valid. As exclusion clauses written on the ticket is deemed not to be communicated. Exclusion clauses must be placed before entering into a contract. ~~which~~ which means befor the ~~pu~~ purchase of the ticket if the clause was made then it would have been valid (Thapelian Berry VLPC) So most likely in the cause of the car park is most likely will not claim

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the amount for keeping N's car for 10 days. As the clause was not communicated ~~so not~~ before the time of the contract so not valid.

N was injured while walking back to her car but M cinemas defended its liability by showing an clause (exclusion clause) where an exclusion clause means to remove any liability from a ~~perticular M~~ particular matter by giving a clause that someone is not liable because of this and that. But for the injury of N, M ~~cinemans~~ cinemas cannot ~~extue~~ exclude any liability as according to Unfair Contract and Terms Act of S 2(1), ~~if any injury or~~ occurance of any death / injury excludes ~~or~~ or makes the exclusion clause invalid. So N can ~~brin~~ bring charge against M and can bring charge against M.

Because of the injury N was unable to work. B which results loosing £20,000 which she could earn by working. Here N can claim for expectation loss ~~for~~ under remedies of contract. Where M will have to compensate by giving the £20000 to N which they ~~dee~~ knew she would earn if she was not ~~a~~ sick and injured at the cinema hall.

For the glass which was expensive and which broke during the time which N was injured can't most possibly be compensated under civil law as exclusion a clause is not

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valid if there are injuries of a person or death of a person but damage by damaging an object the ~~exclusion~~ exclusion clause does not become invalid but still she can argue about 2(2) of UCCR.

~~So in a case~~ So we can conclude that N can as remedies to the for the injury but most unlikely for the damage of the car of £40(x) which ~~was~~ was protected by an exclusion clause. A M ~~cannot~~ may be can't ~~charge~~ demand the payment for keeping the car for 10 days ~~of~~ of N as the clauses were not properly communicated ~~and~~ as the clauses/exclusion clauses must be communicated before the time of the contract and it is necessary to make sure that the parties ~~have the~~ should have the idea of the clauses ~~of~~ which they ~~don't~~ want to exclude or include before the contract has been made.

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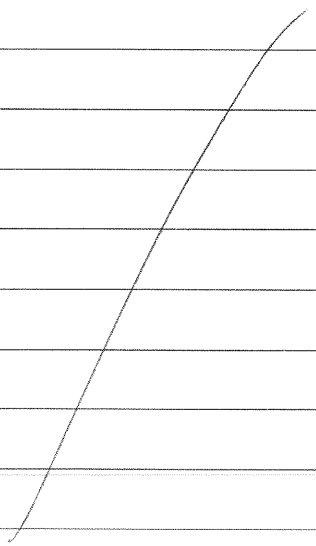

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