

For examiner's use

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**AB16**

committing the crime, Here A and B can be charged for conspiring the criminal damage. The actus reus for conspiracy is agreeing together to do a crime (2 or more people) with their intentions being carried out. As discussed above it is very likely to say that they both agreed to do such. The mens rea for conspiracy is intention to carry out the crime together, as it is seen that they both are intending to commit ~~the~~ an offence together, the mens rea gets fulfilled as well.

A and B succeeded in causing a serious fire that killed the family pet dog and caused fatal injuries to C, another boy in foster care who had been sleeping in the living room. A and B both set out the fire believing that their foster father who used to abuse them was home but it was later found he was not home that day.

Here A and B can be charged with s.1(2) for aggravated criminal under the ~~criminal~~ Criminal Damage Act 1971 and with s.1(3) for criminal damage by arson.

Here A and B can be charged with for criminal damage under s.1(4)

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of the Criminal Damage Act 1971 for ~~if~~ aggravated criminal damage by arson.

The actus reus for this section is causing a criminal damage to a property without lawful excuse and endangering life.

Mens rea for this section is intention or recklessness. As discussed above earlier, ~~both~~ both the actus reus and mens reus of this section gets fulfilled.

As the two kids intended the damage for their foster father and <sup>as</sup> he was not home the following day. It can be said that A and B can be charged for attempt to the crime of aggravated criminal damage by arson, under the Criminal Attempts Act 1968.

As they are under the age of 18 years, they might be sent to the Juvenile court and until they turn 18, if the case continues their ~~the~~ hearings might be shifted to the Crown Court.

Some relevant statutory citation.

Not explained fully but one attempt

focuses the scenario.

Generally limited.

14) ~~The being~~ This question deals with issues regarding Homicide and Theft, ~~and~~ we will go through a brief analysis below of the scenario.

D, a doorman, who was still being trained for the job refused entry to F one night who was clearly drunk. F stretched an arm to steady himself and D thought he was going to hit him, so he ~~to~~ pushed F roughly out of the way causing F to fall on his head. Here D can be charged with s. 20 of the Offences Against Persons Act 1861 for causing GBH (Grievous bodily harm) to F. The *actus reus* for this section is infliction of wound or GBH and foresight of some physical harm. As it is evident above that D pushed F so roughly that it was certain that F might suffer some sort of physical harm and as he fell and hit his head on the pavement it is very likely to say that he was very badly hit. However, seriousness is upon the jury to decide.

The *mens rea* for this section is intention or recklessness. As discussed above D pushed F roughly out of the way because he assumed that F was going to hit him so it can be said that D pushed F intentionally as he feared he would hit him.

G, an onlooker, who was <sup>there</sup> throughout the incident searched F's pocket and took his wallet containing £300.

Here G can be charged for theft under s.1(2) of the Theft Act 1968 for stealing F's wallet.

A person is said to be guilty of theft when he/she (s.3) dishonestly (s.3) appropriates (s.4) property ≠ (s.5) belonging to another with the (s.6) intention to permanently deprive it.

The actus reus for theft is (s.3) appropriation of the (s.4) property (s.5) belonging to another.

The mens rea for theft is (s.2) dishonesty (Ghosh test), (s.6) intention to permanently deprive.

As it is discussed above, ~~G~~ ~~appro~~ it is very likely to say by reading the scenario that G appropriated the property (£300 wallet) which belonged to F and thus ~~but~~ fulfills the actus reus of the offence.

The Ghosh test is a 2 tier test where it is put down that: (a) A reasonable person ~~at~~ in the defendant's

place would do the same or not.  
(Subjective test)

b) If the defendant knew that the conduct he has done will be guilty in the eyes of a reasonable person.  
(Objective test)

As it is seen above and from the facts of the Ghosh test it is pretty much vivid to say that G was being dishonest and she had the intention to permanently deprive the property which belonged to F.

After F had fallen, D realised that F was so drunk that he was probably incapable of hitting him, and even after seeing a lot of blood D did nothing to help him.

A passer-by called an ambulance which took 50 minutes to travel to the hospital as the road was blocked by an accident. F was pronounced ~~dead~~ dead ~~at arrival~~ at the hospital and evidence indicated he could have been saved if he was brought 20 minutes before.

Now, F can be charged with ~~murder~~ involuntary manslaughter.  
He can be charged for construct-

ine / dangerous~~st~~ act manslaughter. According to Mitchell v Thornton the prosecution must prove the following 3 elements

i) the act of the ~~pr~~ defendant was unlawful.

ii) The act was dangerous.

iii) The act was the substantial cause of death of the victim.

The mens rea for this section is that the defendant knew that his act was dangerous and unlawful.

Give good ability to explain relevant legal issues and discuss

Needs to develop more complex ideas

## Section A

- 1) The following question deals with issues regarding Offer & acceptance and I will be discussing about the scenario below.

A received a letter from B on 1<sup>st</sup> May 2014 stating "I have decided to retire ..... who are interested in the car". Now we need to consider whether this is an offer or invitation to treat.

An offer is an expression of willingness to enter into a contract on stated terms which have been negotiated by the parties.

An invitation to treat is a call for inviting a party to make an offer.

According to the case of Partridge v Crittenden it is very likely to say that this ~~is~~ is an ~~invitation to treat~~ offer.

A sent the following bar message immediately to B: "I would love to .... ~~at~~ instalments of £15000?" We need to consider if this is a counter offer or a mere enquiry.



A counter offer is a new offer placed on against the previous offer. A counter offer may terminate the previous offer and may give rise to a new offer.

A mere enquiry is an enquiry which can be done in order to know something about the offer. This does not give rise to a new offer nor does it terminates the previous one.

It can be said ~~that~~ from the above discussion that it is a mere enquiry from A to B.

As he heard nothing after a week, A posted a letter to B that he would accept the offer to buy the Aston Martin at the price of £60,000 in a single payment. Here we need to consider if there is a proper acceptance.

According to the postal rule acceptance is deemed to be done as soon as the letter has been posted. ~~so it~~ provided that the letter was properly addressed. So it can be said that there was proper acceptance.

After posting the letter to B, A saw another advertisement by C for the

sale of an early Aston Martin car for £30,000, A realising this to be a much more great deal decided to buy this instead of B's car. A immediately called B's mobile phone and left him a voice message to ignore the letter which he will receive the following day. B reached home the next day and went through his voice messages and then opened his post including letter from A. B believed they were bound by a contract which they have made.

Here it can be said that B might argue as A posted the letter of acceptance and as according to the postal rule, acceptance has been made and revocation must be done before acceptance.

However, A might argue that ~~it is~~ the postal rule was not the prescribed method of acceptance as according to the case of Elison v Henshaw, and that he used an ~~instantaneous~~ instantaneous method for the revocation before B have even received the letter.

Despite of all the facts and arguments it is still not clear to say if A

All to use appropriate legal terms but  
not detailed.

is obliged to lend B's car and the  
dispute shall be put up in the ~~to~~  
County court for the claims of the  
parties.

3) This question deals with issues regard-  
ing offer & acceptance and terms  
and exclusion clauses. The scenario  
is described below.

I received an email from K, a  
CD and DVD marketing company, where  
it contained an advertisement for  
complete Bob-Dylan songs for £100.  
We need to consider whether this  
is an offer or invitation to treat.

As the advertisement was directly  
from the company itself, it can  
be said that this is an offer.

I was upset ~~as~~ and angry as he  
did not receive products of satisfac-  
tory quality.

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