

## GCSE, GCE, VCE and GNVQ Examining Bodies

Examining body	Edexcel		
Centre number	[REDACTED]	Candidate number	[REDACTED]
Subject/module title	Law / YLAO / 02		
Paper reference	07		
Surname	[REDACTED]		
Other names	[REDACTED]		
Candidate signature	[REDACTED]	[REDACTED]	[REDACTED]

For examiner's use

Examiner's initials

Question number	Mark
1	
2	
14	
13	
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

Leave  
blank

1 In this situation it By looking at the situation it has to be decided that whether A would be obliged by law to buy B's car or not, so it been determined that ~~the~~ he won't be bound by the ~~law~~ contract that A has to purchase the car.

~~In this case it is to the~~

This case consists of

OFFER and ACCEPTANCE,

COUNTER OFFER, POSTAL

RULE, INVITATION TO TREAT.

A, was a dealer of cars and B, was a seller who wanted A to buy his car early Aston Martin car.

B wrote a letter ~~to A~~ which A received that "I have decided to retire and sell of my collection of car, and I would like to give you a chance to buy it for £60,000 which is a very reasonable price. Please let me know as soon as possible if you would like to go ahead with this deal, as I know of other people who are interested in the car."

Repetition  
of  
scenario  
facts

This statement ~~tells about~~ Consists of **OFFER**. OFFER is ~~an~~ ~~is~~ when a person the offerer offers the offeree. ~~to buy his e.g. to buy his cars.~~ ~~The case of~~ Offeror is the one who gives an offer to the offeree. Offeree is the one who has to purchase it is.

The cases which involve OFFER is "Pharmaceutical vs. ~~Stearns & Bicknell~~ Hardy vs French". OFFER is not in terms of advertisement and shop displays. Where as Invitation to ~~treat~~ **treat** is not an offer.

Invitation to treat is normal where any deal is given ~~at~~ through advertisements or goods are displayed in shops. So A did not give A invitation to treat. Where as invitation to treat where

C gave ~~an~~ a deal ~~at~~ through advertisement ~~so then~~ so by looking at the advertisement **A** got interest to buy the Early Aston Martin. which was of £30,000.

and ~~it was~~ later wasn't interested in buying B's car which was expensive as it was.

muddled  
explanation

costing £60,000. ~~the~~

So C ~~of~~ gave invitation to treat. The case of invitation to treat is ~~Carli~~ <sup>vs</sup> Carbolic vs smoke ball ~~comp~~. In this case ~~are~~ company advertised that ~~in~~ by using smokeball ~~the~~ you would get rid of flu.

The case of invitation to treat is "Carli vs ~~Carbolic~~ Carbolic smoke ball co." In this case ~~Carbolic s.~~ the company ~~gave~~ ~~in~~ advertised that ~~who~~ ~~so~~ ever will use the smoke ball will get rid of flu. Mrs Carli v. If you donot get rid of flu you ~~have~~ the company will give a amount of money. Mrs Carli used the smoke ball but still didn't recovered from flu. So she ~~3~~ went to the court ~~to~~ as the company didn't fulfilled their promise of giving the money as she used it and ~~it~~ ~~it~~ ~~it~~ smoke, small did not ~~not~~ work.

So the company was not liable as they ~~offer~~ ~~invite~~ it was invitation to

treat not offer as they advertised  
their smoke ball.

**ACCEPTANCE** is when I  
person agreed to buy a  
product ~~it~~ agreeing to the  
terms and conditions.

But in this ~~A~~ A did not  
accept the offer of B  
and gave a counter offer  
of giving money for the  
car in four ~~its~~ monthly installments  
of £15000.

After a week A posted  
a letter to B on 9 May  
stating that he would accept  
the offer to buy the car at  
price £60,000 in single payment.

So over here ~~pos~~ **POSTAL**  
**RULE** would be applied.

**POSTAL RULE** STATES that  
the When the letter is  
put in the ~~it~~ posted on the  
correct date with agreeing  
on the terms and conditions.

the ~~agreed~~ contract is  
made even if the offeror  
has not received it.

The case is ~~is~~ 'Lindseell'  
so in this case ~~after A had~~  
~~posted the letter, B offered~~  
~~an offer~~ in a magazine  
it was stated by C that

that he was selling of early  
Aston Martin car for £30,000  
~~so A and that so they~~  
~~offered~~ one of who had  
✓ + ~~only~~ posted the letter of  
accepting the offer of £6000  
for the car ~~and~~ gave a message  
through voicemail that  
he is not in to offer or  
that he ~~was~~ is not inter-  
interested in buying the  
his car so it tell that  
Hence its been concluded  
that it was a breach  
~~so~~ Counter offer was  
~~offered to to~~ made firstly  
which is ~~making a~~  
~~new as a~~ amendment  
is made in the contract  
whereas ~~over here~~  
✓ ~~Breach~~ Hence its been  
concluded that its a  
breach of contract  
as after the counter offer  
the which is not  
full filling the demand on time  
the case includes Hyde  
vs wrench. So A would  
be obliged to by law to  
buy B's car as contract  
had been made through  
postal rule. ~~The case~~

so the contract is been  
accepted. The cases involve  
is ~~Fisher vs Bell~~ Fisher vs ~~Scaph~~  
and Pharmaceutical ~~copy~~  
vs Stevenson.

2) In this situation, ~~and~~  
~~it consists that~~ ~~we~~  
it has to be determine  
the legal position of all  
parties involved, in particular  
whether D and E will be  
able to claim compensation  
for the concerts they missed.  
~~so so in this~~

So this situation consists  
of Misrepresentation, ~~Mere~~  
terms and conditions breach  
of contract.

This situation consists of  
"Misrepresentation". Misrepresentation  
as the Package of holiday  
did not ~~told it~~ to state  
that the hotel have  
gymnasium but did not  
state that the gymnasium  
is under renovation.

Misrepresentation is ~~a~~ staty  
a different sentence.

~~It is~~ This also consists  
of fraudulent misrepresentation  
which is the statement with  
which does not give ~~the~~  
tells the truth.

The cases which include is  
Humming bird and a case  
which included that



Q. a person booked <sup>online</sup> tickets of the concert and took her girlfriend along ~~to~~ but when the concert started. It was not the person ~~It was~~ which was stated ~~on~~ which was online stated.

Not clear about cases & facts

~~The~~ D. Q Firstly the Gymnasium was closed Secondly the food in the hotel was not of good quality as ~~But~~ D ~~not~~ ~~the~~ the person who booked ~~on~~ the person who famous singer who had to sing in the concert. Both of the had crabs and got food poisoning. So the concert was cancelled. which states that it was a breach of contract. which is not fulfilling the agreement. ~~properly~~ so ~~but~~ this knows breach of contract. the case involve in Breach of contract is Hyde vs wrench. ~~not rose~~ ✓

F travels refused to refund any of the money paid for the holiday, relying on this clause in the contract

" F travels will not accept legal responsibility for any loss or damage or disappointment

NO remedy given  
or there are no

Now so ever caused Norwith  
F travel be liable for  
acts or omissions of any  
independ contractor providing  
any part of the holiday  
package. F travel will  
not be responsible for  
Cancellation or alteration  
of the programme or any  
event in this package.  
So it also involves  
✓ terms and conditions,  
which has to be  
looked at ~~to~~ read  
before signing the contract.  
By a case ~~said~~ in a  
case it was that a  
person ~~parked~~ Parked  
his car in the parking lot  
✓ and went to the concert  
with his girlfriend  
and came back with  
when came back it was  
~~stated~~ his car was damaged.  
So ~~the~~ ~~or~~ and the ~~to~~  
facility of the parking lot  
refused to pay the damages  
✓ as it was stated in the  
terms and conditions ~~of~~ that  
~~he~~ the car ~~is~~ ~~not~~  
In case of damage or loss  
the facility would not be

liable.

Hence it's been concluded  
that D and E can not  
go to court as they did not  
~~look at the terms and~~  
read terms and conditions.

so it was not a  
breach of contract ~~not~~

so F travel won't be  
refused.

14

In this case of criminal law  
~~we~~ it has to be determine  
which offences and defences  
So be applied to this situation

The offences ~~and~~ defences  
stated are ~~a~~ GBH, theft,  
~~in~~ intoxication, Voluntary manslaughter,  
Caution ~~act~~ ✓

~~Actus reus~~ is

Mens rea is linked to state  
of mind where as actus reus <sup>act</sup> is linked  
to ~~ment~~ application in plintation  
on ~~a~~ state of mind. so

Mens rea consists of  
~~Mens rea~~ intention, ~~Mens rea~~  
Recklessness.

The case of actus reus  
✓ involves R vs Miller. In this  
~~case it was stated that~~  
the Defendant ~~was~~ slept  
with a ~~was~~ lighted cigarette  
when the Defendant woke  
up. ~~he~~ he saw a  
small fire. Instead of  
~~a~~ taking reasonable step  
to stop the fire he went  
to an other room and slept.

The other case of ~~the~~  
✓ Actus reus ~~involves~~ ~~are~~ are  
DPP vs Smith, Fagan vs M  
✓ MPL vs Fagan.

Where as ~~the~~ mensria cases  
are Rus Monoley, Rus Inglis.  
~~D~~ In this case D  
had begun working as a  
door man is a bar owner  
by E PLC and was still being  
trained for the job. When D  
was on door duty one night  
he refused entry to F who  
was clearly very drunk.

F stretched out an arm  
to steady himself, but  
D assumed that F was going to  
him, so he pushed him roughly  
out of the way. Causing F  
to fall and his head on  
the pavement outside. ~~on~~  
on looker, had been standing beside  
D in the doorway of bar.

So by looking at this  
situation ~~and~~ D died.

So by looking at this  
situation ~~D~~ if F was liable  
of ~~voluntary~~ manslaughter  
not murder. Voluntary  
manslaughter is when

murder reduces to  
~~voluntary~~ manslaughter by

\* It is because of  
diminished responsibility  
loss of self control.

This is ~~not~~ ~~voluntary~~

manslaughter comes under homicide  
act ~~1968~~ which is amended  
by coroners justice act 2008  
✓ so in this case F was  
~~considered~~ liable of voluntary  
manslaughter by applying  
the defence of ~~voluntary~~  
✓ manslaughter. Its impropri-  
~~Murders~~ Its imprisonment  
sentence is ~~a~~ decided by  
the courts where as  
murder self defence is  
✓ a life imprisonment  
loss of self control  
is when a person is  
✓ been provoked and at once  
he ~~took a decision~~ harm the  
person. The case involves  
of Aluwaliya which  
was a case of battered  
syndrome wife.

✓ There the cases of  
voluntary manslaughter  
murder case, R v Sleg,  
R v Woolin.

In R v Woolin due to  
loss of self control  
a father killed a baby by  
~~throwing~~ throwing ~~the~~ the baby

Satisfactory

9/10

The response demonstrates awareness of relevant  
legal issues and some case law but does not  
deal with the complexity of these issues

13

Mensrie.

The case of Mensrie ~~case~~ is  
Rus Monoley whereas  
case of Actus is  
Rus Miller. In this case  
a person ~~is~~ slept with  
a lighted cigarette end  
when he got ~~be~~ up  
he saw a small fire.  
~~he~~ ~~it~~ so ~~to~~ by taking  
reasonable steps to  
stop the fire he went  
to sleep in another room.  
The other cases involve  
Rus Woolin, ~~Rus~~  
DPP vs Smith, ~~DPP vs~~  
Fagan vs MPC.

In this case A and B would  
be charged by murder not  
~~with manslaughter as manslaughter~~  
~~is~~ homicide and not

~~with~~ which was  
further amended by  
Coroners Justic Act 2006.

A and B would be liable  
A Murder not with  
manslaughter as ~~not~~ manslaughter  
is only applicable where  
there is a defence of  
diminished responsibility  
or loss of self control.  
As ~~if~~ loss of self control

could be applied in this case if A and B ~~and~~ had immediately disowned when they ~~see~~ were observed abuse by the foster father. ~~this~~ The case which give its example is the case of Aluwalia a battered syndrome wife where as murder ~~to~~ cases involve R v Clegg, R v Woollin A and B ~~ceased~~ ~~to~~ were liable of Grievous bodily harm as they ~~not~~ had the intention to ~~kill~~ harm his ~~father~~ foster father with the ~~con~~ and knowing the consequences of if that ~~other~~ other will also get harm due to this decision ~~but~~ so ~~be~~ so there intention was considered as direct intent not oblique intent. Courts could also apply a subjective test ~~with~~ which is applying ~~but for test for reasonable~~ ~~for the act~~ reasonable person for that offence that what will he do in the place of A and B.



backside.

B. A and B ~~caused~~ where also  
liable of criminal damage.  
One is known as simple  
criminal damage the other one  
is known as aggravated  
✓ criminal damage the third  
one is known as criminal  
damage through ~~arson~~  
Arson.

so in this case A and B  
where liable of criminal  
damage act through Arson.  
Arson is known as fire  
so it come

Hence it's been concluded  
that ~~A~~ A and B would  
be liable of murder which  
as ~~life~~ has sentence  
of life imprisonment  
✓ and will not be charged

of ~~cr~~ manslaughter which  
sentence is decided by the  
✓ Judge. Through the criminal  
damage act ~~of~~ of criminal damage  
by Arson has sentence of  
life imprisonment.

where A and B would not  
be liable of killing family  
pet dog and murder is  
only charged for human being  
not for animals.

- Same attempt to discuss each same but better detail.
- no points mentioned but not developed

In this situation D was charged with ~~manslaughter~~ ~~manslaughter~~ manslaughter as he had due to the loss of self control.

In this case the principle of egg shell skull principle would be applied. ~~as when~~ ~~as when a person gets an~~ as D had got injury on his head. The case involves RUSSELL v RUSSELL.

This case involves ~~THE~~ THEFT ACT 1968 ~~as this~~ ~~as~~ as the onlooker G had been standing beside D in the doorway of the bar, smoking a cigarette. G quickly searched F's pocket and took his wallet containing £300 putting it into her handbag. It involves mens rea of theft as ~~he was~~ it was a dishonest approach and was a belonging to ~~another~~ ~~another~~ Theft is when ~~requiring~~ ~~requiring~~ something someone's property money or any belonging without its person. Excludes

Theft is not applied when there is a loss of property and a person is seeking for the owner. Its sentence is 7 years. The ~~as~~ cases of theft involve R v Bruston, R v Brown, R v Fendton. In this case D was also guilty of Grievous Bodily harm ~~section 180~~ which has a life imprisonment if it involves murder otherwise courts decide what sentence should be given to Defendant. Hence it's been concluded that ~~D should be guilty~~ of the offences are GBH, theft, manslaughter, Caution etc.

B. ~~An int~~ In this case we have to determine ~~whether~~ what the offences who would be considered in this case. ~~The offences~~ This case includes ~~the~~ Mensrea which is the state of mind. Mensrea has 2 types. Mensrea in action, Mensrea, recklessness. Where as Actus reus is an act the ~~infringer~~ which implements