



Candidate Number _____

Unit 1 Examination Paper

3 December 2022

Time allowed: 3 hours

To pass this examination candidates must obtain a mark of 50% or above. **You must answer ALL of the questions in Section A and THREE out of FOUR questions in Section B.**

Write in full sentences – a yes or no answer will not earn any marks. The mark allocation for each question and part question is given and you are advised to take this into account in planning your work. Write in blue or black ink or ballpoint pen.

Please put your candidate identification number at the top right corner of each sheet of paper (NOT your name) and number the pages. At the end of the examination, collate your answers and put your answers only in proper order in the envelope. Please leave the envelope and your exam paper on your desk and wait to be directed to leave the room by the invigilator. Before leaving the room, please sign the registration form to confirm that you have left your paper on your desk.

Please write legibly, on one side of the paper only: **Marks may be lost if the examiners cannot read your answers.**

Do not turn over this page until instructed by the Invigilator.

Section A

You must answer **ALL** of the questions in this section.

1. Distinguish an offer from an invitation to treat.

(10 marks)

2. Distinguish between a representation and a term of a contract.

(10 marks)

3. Identify what must be established in order to mount a successful claim in negligence.

(10 marks)

4. Identify how the courts will determine whether a defendant has breached their duty of care.

(10 marks)

Total for Section A: 40 Marks

Section B

You must answer **THREE** questions in this section out of the following four.

Question 5: Contract Law

You work as a Paralegal in the Civil Litigation department at Donoghue and Dove LLP in Cardiff. Your firm has been approached by a new client, Blake Thompson, who is seeking advice in relation to a potential claim for breach of contract.

Blake is an interior designer. He has engaged Glassers Ltd as a stained glass window maker to replace all the glass in his latest project, the refurbishment of a church in Blaenau Ffestiniog. The total cost of the work has been quoted as being £15,000 and the work was due to be completed by the end of August.

The refurbishment has caused a lot of media interest and Blake has taken advantage of this by arranging photo shoots. He has also organised to hire out the vacant church to a film company for the production of a costume drama. Work on the film was scheduled to begin on the 12 September.

At the start of August, Glassers Ltd informed Blake that they had fallen behind schedule and would be unable to complete on time. Glassers Ltd did not complete all of the work on time and on the 31st August Glassers Ltd began to work on a different project. Blake paid the company £8,000 for work done to date and said to Glassers Ltd "This is in full and final settlement of any money owed".

Glassers Ltd are now trying to recover the additional £7,000 from Blake. You have been asked to advise Blake whether they can still recover that money.

Write the body of a letter to Blake advising whether Glassers Ltd can recover the additional £7,000.

(Total: 20 marks)

Question 6: Contract Law

You work as a Paralegal in the Civil Litigation department at an SRA regulated firm in Brighton. You have recently met with a new client, Jessie Turner, regarding her rights and remedies in relation to alleged misrepresentation.

Jessie recently accepted a job in Brighton as a doctor. She contacted Barry Tucker who owns a Victorian building in Brighton which is divided into flats. She went to view one of the flats in order to decide whether to rent it. During the viewing Jessie asked Barry about the condition of the building in general and more specifically about the state of the plumbing and wiring. Barry replied, "Well, I'm no expert but I can tell you that no previous occupant of the flat has had any problems." Reassured, and enchanted by the views of Beach from the flat's windows, Jessie entered into a two-year lease of the flat.

Two months after Jessie moved in a fire broke out in the flat. Jessie was able to extinguish the fire, but it destroyed a valuable painting Jessie had been given by her grandmother. The fire was caused by faulty wiring in the flat. Over the past two years similar fires had occurred in three other flats in the building.

Write the body of a letter of advice to Jessie advising her what misrepresentation is, the types of misrepresentation and whether in your view she has a claim in misrepresentation.

(Total: 20 marks)

Question 7: Tort Law

You work for Timpson and Spinster Solicitors in Cheltenham. Mr Timpson is a Senior Partner at the firm, and he has approached you to do some work on the file of Duncan Bagshaw. Mr Bagshaw is a new client who recently witnessed, and was injured in, a road traffic accident.

Thomas and Margaret Little were riding home on a motorbike after drinking alcohol at a country pub. Margaret was the pillion passenger. They were involved in a collision with a van driven by Dave Armstrong. It is still unclear who was responsible for the accident. Both Thomas and Margaret were thrown in the air. They were both rushed to hospital. Thomas, whose crash helmet flew off because the chinstrap had not been fastened properly, suffered serious head injuries. Margaret injured her back. Dave suffered a broken arm and severe bruising. He had not been wearing a seatbelt and had been driving at a speed of five miles per hour above the legal limit.

Duncan Bagshaw is a man of nervous disposition. He witnessed the accident and helped out in the aftermath. Duncan suffered several gashes from flying debris and has since suffered from recurring horrific nightmares.

You have been asked to advise Duncan Bagshaw on any claims that may exist and, if so, against whom.

(20 marks)

Question 8: Tort Law

You work for Scott and Tanner LLP in Blackpool. You are a Paralegal in the Civil Litigation department and your firm is acting for Mr Gary Fellows.

In January Gary spent the evening at the cinema with his friend Boris. Boris offered Gary a lift home in his car. Driving home Boris swerved to avoid a pheasant and he crashed the car into a tree. The paramedics who attended the scene believed Gary had broken his arm, but otherwise only had minor cuts and bruises. He was taken to hospital to be checked by a doctor.

At the hospital Gary was seen by Dr Tumble, the doctor on duty. Dr Tumble disagreed with the paramedics' opinion and, deciding Gary's arm was not broken but only sprained, put it in a sling without setting it in a cast. Dr Tumble was very busy that evening, so she decided not to bother sending Gary for an X-ray first. Gary returned to hospital the following month with pain in his arm. It transpired that his arm was in fact broken and, because it was not set in the proper cast, the bones had fused together wrongly, resulting in a permanent disability. An expert witness says that there was a chance this might have happened anyway, even if Dr Tumble had not been negligent. Gary must have an operation to re-set the bones, but this will not improve his arm to the condition it was in before the accident.

Write the body of a letter of advice to Gary advising whether he has a claim against Boris and the Doctor.

(20 marks)

Total for Section B: 60 Marks

END OF PAPER