



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

## Unit 1 Examination Paper

20 September 2021

**Time allowed: 3 hours**

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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.

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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 between an offer and an invitation to treat.

(10 marks)

2. Explain what is meant by the statement 'past consideration is no consideration'.

(10 marks)

3. Explain when a new intervening act may break the chain of causation between the Defendant's breach and the Claimant's loss or damage.

(10 marks)

4. Describe the test that will be applied in new and novel situations to establish a 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 at Lloyd and Davies LLP in Stockport. Your firm is acting for a doctor, Mark Hamilton. Dr Hamilton has just purchased a medical practice from Dr Jeremy Squire. The practice is situated in central Stockport. Mrs Trevers, a Senior Partner of your firm, is advising Dr Hamilton on issues that have arisen in relation to the purchase.

Dr Hamilton and Dr Squire met on 1 April 2019 and discussed the potential purchase. At this meeting, Dr Squire told Dr Hamilton that the practice had a turnover in the region of £365,000 - £415,000 per annum. Dr Squire had based this statement on the actual turnover over the last five years. Dr Hamilton, persuaded by this statement, agreed to purchase the practice.

Dr Squire's statement was true at the time it was made. However, subsequently he became ill, contracting Coronavirus (COVID-19). Dr Squire's symptoms lasted for over six months after the infection had gone. He suffered from Post-COVID-19 Syndrome, otherwise known as Long COVID. Many of Dr Squire's patients went elsewhere and by the time the sale was completed the practice was virtually worthless.

Mrs Trevers has asked that you write to Dr Hamilton advising whether Dr Squire's statement can amount to a misrepresentation. She has asked that in the letter you explain the types of misrepresentation and the remedies that may be available to Dr Hamilton.

Write the body of a letter to Dr Hamilton advising what misrepresentation is, whether you believe this statement may amount to misrepresentation and the potential remedies available should a successful claim for misrepresentation be brought against Dr Squires.

**(Total: 20 marks)**

### **Question 6: Contract Law**

You work as a Paralegal in the Civil Litigation department at Trebor and Skully LLP in Brighton. Your firm is acting for Rupert Sweeny who is seeking advice in relation to a potential claim for breach of contract.

Mr Sweeny is an accountant. He chose to go for a Christmas holiday in the French Alps at a resort called Troupe. He got a brochure from Alpine Tours Ltd, which described Troupe as a wonderful small resort on a sunny plateau in the midst of beautiful alpine scenery, which in winter becomes a wonderland of sun, snow and ice. Troupe was described as having a wide variety of fine ski-runs.

Mr Sweeny chose the Fir Hotel. The brochure described the hotel as offering a house party experience. It said that all of the house party arrangements were included in the price of the holiday and the experience included a welcome party on arrival, afternoon tea and cake every day, a French dinner by candlelight, a fondue party and a farewell party in the hotel's own ice bar. The brochure also stated, "Hire of Skis, Sticks and Boots ... Ski Tuition ... 12 days for £125.00." Mr Sweeny booked 14 days with a ski pack for £1,825.00 and a flight from Heathrow.

Mr Sweeny returned from holiday and immediately sought advice from your firm in relation to a potential claim for breach of contract. He has instructed that there was no cake provided with the afternoon tea, there were no ordinary length skis (only mini-skis, about 3 feet long), the hotel did not have an ice bar and there were no ski runs in Troupe. Mr Sweeny actually had to travel to a nearby town to ski, which cost him about £200 in bus fares.

You need to write to Mr Sweeny explaining whether the statements included in the brochure will constitute express terms of the contract for his holiday. You should also set out in your advice the consequence and likely remedies if you are able to establish the terms of the agreement have been breached.

Write the body of a letter to Mr Sweeny advising what terms of a contract are, how they may be incorporated into a contract and the consequence of a breach of terms.

**(Total: 20 marks)**

### **Question 7: Tort Law**

You work for Thorntons' Solicitors in Portsmouth. Mrs Hewitt is a Senior Solicitor at the firm and she has approached you to do some work on the file of Mr and Mrs Amanda Harnett.

On 19 November 2018 Mr Harnett and three of their children were involved in a serious road traffic accident on the A27 near Chichester. Mr Harnett's car was struck by a lorry due to the negligence of the lorry driver.

As a result of the accident, Mr Harnett and two of their children suffered severe bruising and shock. Sadly, the third child was so seriously injured that she died almost immediately. An ambulance took the injured parties to hospital.

At the time of the accident, another of Mrs Harnett's children was a passenger in a car behind the family being driven by Mr Thomas. Mr Thomas took the child home, told Mrs Harnett of the incident and immediately drove Mrs Harnett to the hospital.

When Mrs Harnett arrived at the hospital she found Mr Harnett who told her of her daughter's death. Through a window she could see her two other children in pain and suffering. At the time, those children had not been treated and cleaned up and as a result of what she witnessed Mrs Harnett suffered severe shock, organic depression and a personality change.

Mrs Harnett is now seeking advice as to whether she can bring an action against the lorry driver for the psychiatric injury she suffered.

Prepare a summary of advice for Mr and Mrs Harnett on what must be demonstrated for a Claimant to be owed a duty of care as a primary or secondary victim in the context of psychiatric injury.

**(20 marks)**

### **Question 8: Tort Law**

You work for Naki and Wright LLP in Basingstoke. You are a Paralegal in the Civil Litigation department and your firm is acting for Fredrick Moore. Mr Moore was a Police Constable and a Police Dog Handler.

In 2015, Mr Moore was involved in a serious criminal incident when a man raised a shotgun at his dog. He fired two shots, one of which went very close to Mr Moore. The man did not kill or injure either Mr Moore or the dog, but an armed policeman, who was also at the scene, shot and killed the man. It was an incredibly frightening incident for Mr Moore, who suffered Post Traumatic Stress Disorder as a result.

Mr Moore continued his employment as a Police Officer until, in 2019, there was a further incident. Mr Moore was going to stop a drunken driver, Mr Lewis. Mr Moore stood in a roadway indicating that the driver should stop but Mr Lewis drove on. It was not clear whether the driver was acting deliberately or was trying to brake, but the result was that he hit Mr Moore and knocked him down.

Mr Moore got to his feet and went to the vehicle, which by then had stopped. He tried to reach for the ignition keys but, as he was doing so, Mr Lewis drove off at speed. This incident caused him minor physical injury but triggered the Post Traumatic Stress Disorder into a more florid form. Whilst the condition had initially manifested itself after the first incident, it was after this second incident that it became worse.

The second incident has led to Mr Moore being unable to carry on working for the police and he has started working for a local call centre on a much lower salary. He is 44 years of age and had planned to retire from the police force at 55. He would like to bring an action for loss of earnings against Mr Lewis and is seeking the advice of your firm. He has been advised that causation may be an issue.

Write the body of a letter of advice to Mr Moore setting out what causation is and why causation may be an issue in this case.

**(20 marks)**

**Total for Section B: 60 Marks**

**END OF PAPER**