

UNIVERSITY OF GREATER MANCHESTER

SCHOOL OF LAW

LLB LAW WITH FOUNDATION

SEMESTER 2 EXAMINATIONS 2024/2025

CORE LEGAL PRINCIPLES

MODULE NO: LAW3507

Date: Tuesday 13th May 2025

Time: 10.00am – 12.00pm

INSTRUCTIONS TO CANDIDATES:

There are 33 questions on this paper. You must answer 32 questions.

There are two sections to this exam.

Section One contains three problem questions. You should answer 2 of these questions in the answer booklet provided.

Section Two contains thirty multiple choice questions. You should write the question number on the page followed by your answer

Marks are indicated next to each section heading.

You are permitted to bring one piece of A4 paper with notes into this examination.
There may be writing on both sides of the paper.

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Section One

Please choose two (2) out of the following questions (20 marks each)

Question one:

On Monday 6th January 2025 at 10am, Andrew placed the following advertisement on his social media accounts:

'For sale, 75-inch 4K QLED TV, new in box – perfect for gaming. Only £1000. DM me for more information.'

Upon seeing the advertisement, Breanna emailed Andrew at 11am stating the following:

'I will purchase the TV for £750, please advise if I can pay in instalments.'

On Tuesday 7th January 2025 at 11am, Caldwell, a Midwife, send Andrew a message on Instagram stating:

'Hi Andrew, I will take the TV for the £1000. Please let me know when I can come and pick it up!'

At 12pm on the same day, Breanna send Andrew a message on Facebook stating that she will buy the TV for the full £1000, and she can pay cash.

Andrew does not check his messages until Wednesday 8th January 2025 at 12pm and he sees Caldwell's message first. He immediately responds stating:

'Hi Caldwell, that is fantastic news. My address is Great Moore St, Bolton, BL1 1SB. I need it picking up before 3pm today.'

Caldwell immediately sends a message back and picks up the TV at 1pm.

At the same time, Breanna calls Andrew on Facebook, where she is told that the TV is no longer available.

Advise the parties as to their legal positions.

You have been asked by the client to:

- a) Provide advice as to whether there is a contract between Andrew and Breanna.
- b) In the event of a contract, what are Breanna's options in relation to the possible breach of contract by Andrew?

Please note that you should use relevant cases and legislation to support your submission.

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Question two:

Dana and Erin, both aged 22 have been close friends for several years. One evening, Erin receives a phone call from her ex-boyfriend, Freddy, who had previously been abusive towards her. Freddy threatens Erin, saying that if he ever sees her again, he will “make her pay”. Feeling scared, Erin tells Dana about the incident. Dana becomes furious and insists that they should take action against Freddy. He suggests they confront him and Erin, feeling unsafe, reluctantly agrees to the plan.

The following day, Dana and Erin drive to Freddy’s house, where they find him working on his car in the driveway. Dana approaches Freddy and, without warning, punches him in the face. Freddy falls to the ground, dazed but not severely injured. Dana then stands over Freddy, shouting that he will “teach him a lesson” for what he did to Erin. Erin, while shocked by the attack, does not intervene. After a few moments, Freddy manages to get up and run inside his house where he locks the door.

As Dana and Erin walk away, they are arrested by the police.

Discuss whether Dana and Erin can be convicted of any offence. You should refer to the elements of the offence as well as any relevant statute and case law.

Question three:

Outline the three certainties and relevant legal principles. Include relevant case and statute law.

END OF SECTION ONE

Please turn the page.

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Section Two:

This section consists of 30 questions. Each question is worth 2 marks.

- 1) The UK is a dualist country. What is meant by this?
 - a) International law is automatically part of domestic law.
 - b) International law must be incorporated into domestic law by an Act of Parliament.
 - c) The UK operates under two separate legal systems for civil and criminal law.
 - d) The UK recognizes both common law and civil law systems.
- 2) What is specific intent?
 - a) An intention to commit any criminal act.
 - b) A mental state requiring the defendant to intend a particular consequence of their actions.
 - c) Recklessness regarding the outcome of an act.
 - d) A strict liability offence where no intention is required.
- 3) Which court comes after the Crown Court in the hierarchy of criminal courts?
 - a) Magistrates' Court.
 - b) High Court.
 - c) Court of Appeal (Criminal Division).
 - d) Supreme Court.
- 4) In the process of a bill through Parliament, what comes after the Second reading?
 - a) First reading in the other House.
 - b) Committee stage.
 - c) Third reading.
 - d) Royal Assent.
- 5) Which Act of Parliament allowed the UK to leave the European Union?
 - a) European Union (Notification of Withdrawal) Act 2017.
 - b) European Communities Act 1972.
 - c) Brexit Implementation Act 2019.
 - d) Withdrawal Agreement Act 2020.
- 6) What is the role of the Crown Prosecution Service?
 - a) To investigate criminal offences.
 - b) To represent defendants in criminal cases.
 - c) To prosecute criminal cases on behalf of the state.
 - d) To pass judgment in criminal trials.

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- 7) What is the purpose of the Human Rights Act 1998?
- a) To codify all UK human rights laws into one document.
 - b) To incorporate the European Convention on Human Rights into UK law.
 - c) To create new rights for UK citizens.
 - d) To replace the European Union Charter of Fundamental Rights.
- 8) What is meant by the term “burden of proof”?
- a) The requirement to prove a case beyond reasonable doubt.
 - b) The obligation to present evidence to support an argument.
 - c) The obligation to prove a fact in issue.
 - d) The level of certainty required to establish liability.
- 9) What is meant by the term “standard of proof”?
- a) The type of evidence required in court.
 - b) The obligation to prove a fact in issue.
 - c) The degree of certainty required to prove a case.
 - d) The process of weighing evidence.
- 10) Does the standard of proof differ between criminal and civil law?
- a) No, it is the same in both types of cases.
 - b) Yes, criminal cases require proof beyond reasonable doubt, while civil cases require proof on the balance of probabilities.
 - c) Yes, criminal cases require proof on the balance of probabilities, while civil cases require proof beyond reasonable doubt.
 - d) Yes, but only in cases involving monetary compensation.
- 11) Which of the following best describes the principle outlined in the case of *Donoghue v Stevenson* [1932] UKHL 100?
- a) A contract must exist for liability to arise.
 - b) Manufacturers owe a duty of care to consumers.
 - c) Only physical injuries are compensable in tort law.
 - d) A claim can only succeed if there is privity of contract.
- 12) What is meant by the term “duty of care”?
- a) A legal obligation to prevent any harm to others in all circumstances.
 - b) A moral obligation to act in another person’s best interest.
 - c) A legal obligation to act reasonably to avoid causing foreseeable harm to others.
 - d) A strict liability obligation to ensure no harm occurs.
- 13) Which answer best describes the term “leasehold”?
- a) Full ownership of property and land.
 - b) Temporary ownership of property for a fixed term, subject to a lease.
 - c) A shared ownership arrangement with a landlord.
 - d) A type of license to occupy a property.

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- 14) A price marker in a shop is known as what?
- a) An offer.
 - b) An invitation to treat.
 - c) A counter-offer.
 - d) A representation.
- 15) What is meant by the reasonable person?
- a) An average person with ordinary judgment and knowledge.
 - b) A legal professional with expertise in the relevant area.
 - c) A hypothetical individual who represents the standard of care expected in negligence cases.
 - d) A layperson with no special knowledge of the law.
- 16) Which of the following is NOT a principle of parliamentary sovereignty in the UK?
- a) Parliament can make or unmake any law.
 - b) No Parliament can bind its successors.
 - c) The courts have the power to invalidate primary legislation.
 - d) No person or body can override an Act of Parliament.
- 17) The principle of the separation of powers requires:
- a) The judiciary to enforce laws and make new laws.
 - b) The legislative, executive, and judicial powers to be vested in different bodies.
 - c) The Prime Minister to be directly elected by the people.
 - d) The judiciary to supervise the executive branch.
- 18) The principle of direct effect in EU law means:
- a) EU law only applies to Member States and not individuals.
 - b) EU law can create rights enforceable by individuals in national courts.
 - c) National courts must refer all cases involving EU law to the European Court of Justice.
 - d) EU law automatically overrides national law in all circumstances.
- 19) Which of the following is an example of a secondary source of EU law?
- a) Treaty on European Union (TEU).
 - b) Directive 2004/38/EC on free movement.
 - c) European Convention on Human Rights (ECHR).
 - d) Decisions of the European Court of Human Rights.
- 20) Which of the following is an example of an overriding interest under the Land Registration Act 2002?
- a) A restrictive covenant.
 - b) A registered charge.
 - c) A lease of less than 7 years.
 - d) A contract to sell land.

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- 21) In the tort of negligence, the "standard of care" is determined by:
- a) The subjective intentions of the defendant.
 - b) The reasonable person test.
 - c) The financial status of the defendant.
 - d) The specific instructions given by the claimant.
- 22) Under the rule in *Rylands v Fletcher* (1868) LR 3 HL 330, liability arises when:
- a) The defendant has intentionally caused harm to the claimant.
 - b) The defendant has stored something likely to escape and cause harm.
 - c) The claimant proves the defendant owed them a duty of care.
 - d) The defendant acted reasonably but damage occurred.

Scenario:

Henry is walking his dog in the local park when he is hit by a cricket ball that flies out of a nearby cricket club. Henry suffers a head injury and sues the cricket club for negligence. It is established that the club had installed a high fence around the field but had not inspected it for damage in over two years.

- 23) On what basis is the cricket club most likely to be found negligent?
- a) The club intentionally caused harm to Henry.
 - b) The club owed Henry a duty of care and failed to maintain reasonable safety measures.
 - c) The club is automatically liable because sports activities are inherently dangerous.
 - d) The club had no insurance to cover Henry's injury.

Scenario:

Gemma purchases a house from Ian. Before the sale, Ian had given his friend Laura a licence to park her car on the driveway. Gemma, unaware of the arrangement, refuses to let Laura continue parking there. Laura insists that she has a legal right to use the driveway.

- 24) Does Laura have a right to continue using the driveway after the sale?
- a) Yes, because a licence always binds a new owner of the property.
 - b) No, because a licence does not create a proprietary interest in land.
 - c) Yes, because Ian's licence to Laura is enforceable as an overriding interest.
 - d) No, because Laura failed to notify the Land Registry of her licence.

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Scenario:

George owns a large farm and decides to build a reservoir on his land to store water for irrigation. A contractor installs the reservoir but, due to a hidden defect in the construction, water escapes and floods Harriet's neighbouring property, causing significant damage to her crops. Harriet sues George under the rule in *Rylands v Fletcher* (1868) LR 3 HL 330.

25) On what basis is George most likely to be held liable under *Rylands v Fletcher*?

- a) George was negligent in inspecting the construction of the reservoir.
- b) The escape of water occurred due to the contractor's defective work.
- c) George brought a non-natural use of land (the reservoir) that caused damage when it escaped.
- d) Harriet failed to take steps to protect her crops from flooding.

26) Which of the following offences requires proof of specific intent?

- a) Theft.
- b) Assault.
- c) Murder.
- d) Manslaughter.

27) What is the "actus reus" of a crime?

- a) The physical act or omission that constitutes the criminal conduct.
- b) The mental state or intention of the accused at the time of the crime.
- c) The motive behind committing the offence.
- d) The punishment given by the court for a crime.

28) Which of the following statements best describes the rule in *Carlill v Carbolic Smoke Ball Co* [1893] 1 QB 256 (CA)?

- a) Advertisements are never legally binding offers.
- b) Unilateral offers made to the world can be legally binding when accepted by conduct.
- c) A contract cannot be formed without direct communication of acceptance.
- d) An offer must always be made to a specific individual.

29) What is the effect of a counter-offer in contract law?

- a) It creates a legally binding agreement.
- b) It keeps the original offer open for acceptance.
- c) It terminates the original offer.
- d) It is treated as a rejection without affecting the original offer.

30) In which situation is consideration NOT sufficient in contract law?

- a) When it is past consideration.
- b) When it involves a promise to do something in the future.
- c) When it is something of economic value, no matter how small.
- d) When it is provided at the request of the promisor.

END OF EXAM