Cambridge International AS & A Level

Cambridge International Examinations
Cambridge International Advanced Subsidiary and Advanced Level

LAW **9084/21**

Paper 2 **May/June 2017**

MARK SCHEME

Maximum Mark: 50

Published

This mark scheme is published as an aid to teachers and candidates, to indicate the requirements of the examination. It shows the basis on which Examiners were instructed to award marks. It does not indicate the details of the discussions that took place at an Examiners' meeting before marking began, which would have considered the acceptability of alternative answers.

Mark schemes should be read in conjunction with the question paper and the Principal Examiner Report for Teachers.

Cambridge will not enter into discussions about these mark schemes.

Cambridge is publishing the mark schemes for the May/June 2017 series for most Cambridge IGCSE®, Cambridge International A and AS Level and Cambridge Pre-U components, and some Cambridge O Level components.

® IGCSE is a registered trademark.

© UCLES 2017

General Marking Guidance

This mark scheme includes a summary of appropriate content for answering each question. It should be emphasised, however, that this material is for illustrative purposes and is not intended to provide a definitive guide to acceptable answers. It is quite possible that among the scripts there will be some candidate answers that are not covered directly by the content of this mark scheme. In such cases, professional judgement should be exercised in assessing the merits of the answer and the senior examiners should be consulted if further guidance is required.

The mark bands and descriptors applicable to all questions on the paper are as follows.

Band 1
The answer contains no relevant material.

Band 2
The candidate introduces fragments of information or unexplained examples from which no coherent explanation or analysis can emerge.

Band 3
The candidate begins to indicate some capacity for explanation and analysis by introducing some of the issues, but explanations are limited and superficial

OR

The candidate adopts an approach in which there is concentration on explanation in terms of facts presented rather than through the development and explanation of legal principles and rules

OR

The candidate attempts to introduce material across the range of potential content, but it is weak or confused so that no real explanation or conclusion emerges.

Band 4
Where there is more than one issue, the candidate demonstrates a clear understanding of one of the main issues of the question, giving explanations and using illustrations so that a full and detailed picture is presented of this issue

OR

The candidate presents a more limited explanation of all parts of the answer, but there is some lack of detail or superficiality in respect of either or both so that the answer is not fully rounded.

Band 5
The candidate presents a detailed explanation and discussion of all areas of relevant law and, while there may be some minor inaccuracies and/or imbalance, a coherent explanation emerges.

© UCLES 2017

Question	Answer	Marks
1(a)	**Explain how the Supply of Goods and Services Act 1982 will apply to Marie.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that Marie will be able to treat the contract as repudiated. **and/or** • Reference to s3 and/or s4 and/or s5A Supply of Goods and Services Act 1982 with little or no development. **Band 4** **[6–7 marks]** Reference to some of s3 and/or s4 and/or s5A with some development and some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: Marie will be able to treat the contract as repudiated as the breach is not covered by s5A. The tents Marie buys should match their description under s3. Under s4(2) and s4(2)(2A) a reasonable person would expect that the tents should be easy to put up and not let water in.	**10**
1(b)	**Explain how the Supply of Goods and Services Act 1982 will apply to William.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that William will not be able to repudiate the contract. **and/or** • Reference to s3 and/or s4 and/or s5A Supply of Goods and Services Act 1982 with little or no development. **Band 4** **[6–7 marks]** Reference to some of s3 and/or s4 and/or s5A with little development and some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: William will not be able to repudiate the contract under s5(A). William might come within s3 and s4(2) as the car should be of satisfactory quality. However under s4(2)(3)(b) William is a mechanic and he went to look at the car so he could have checked the work and seen that there was a problem.	**10**

© UCLES 2017

Question	Answer	Marks
1(c)	**Explain how the Supply of Goods and Services Act 1982 will apply to Diane.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that Diane will be able to repudiate the contract. **and/or** • Reference to s5 and/or s5A Supply of Goods and Services Act 1982 with little or no development **Band 4** **[6–7 marks]** Reference to some of s5 and/or s5A with little development and some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: Diane will be able to repudiate the contract. Under s5(2)(a) the bulk does match the description but Diane may be able to say that she didn't have chance to really examine the sample carefully under s5(2)(b) and Diane did not know the impact of this under s5(2)(c). Credit an alternative argument that Diane has no remedy based on s5(2)(a) as she did see the sample. Under s5A(1)(a) the doubling of the cost means the contract will be repudiated as it is not 'slight' under (b)	**10**
1(d)	**Describe the way in which someone who has a problem with a contract they have made would use the civil courts. Critically evaluate the effectiveness of the civil courts.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2** **[1–6 marks]** Discusses the civil court structure and/or its effectiveness in very general terms. **Band 3** **[7–13 marks]** Some more detailed references to the civil court structure, including the track system, but with a largely factual basis. Some general discussion of the effectiveness of the structure. **Band 4/5** **[14–20 marks]** Very good detail on the civil court structure, including the track system, and good discussion of the effectiveness of civil courts. To reach higher marks both aspects of the question need to be dealt with in some detail with good critical awareness.	**20**

© UCLES 2017

Question	Answer	Marks
2(a)	**Explain how the Theft Act 1968 will apply to Giovanni.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that Giovanni is covered by s5 Theft Act 1968. **and/or** • Reference to s5 Theft Act 1968 and/or A-G Ref (No 1 of 1983)(1985) with little or no development. **Band 4** **[6–7 marks]** Reference to some of s5 Theft Act 1968 and/or A-G Ref (No 1 of 1983)(1985) with some development and some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: Giovanni comes within s5. Under s5(1) he does have possession and control of the extra change but not a proprietary right. This is because under s5(4) he has been given the money by mistake and he realises so he has a legal obligation to return it. Apply AG Ref as in that case the police-woman had received the money by mistake but did not say anything when she realised this was the case.	**10**
2(b)	**Explain how the Theft Act 1968 will apply to Camilla.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that Camilla is covered by s5 Theft Act 1968. **and/or** • Reference to s5 Theft Act 1968 and/or R v Turner (1971) with little or no development. **Band 4** **[6–7 marks]** Reference to some of s5 Theft Act 1968 and/or R v Turner (1971) with some development some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: Camilla is covered by s5. Under s5(1) the restaurant is in possession and control of the rain coat. Camilla may argue she has a proprietary interest as it is in fact her own raincoat. Apply law as developed by R v Turner to the effect that Camilla can steal her own coat and so be covered by s5 as the restaurant were in possession and control of it.	**10**

© UCLES 2017

Question	Answer	Marks
2(c)	**Explain how the Theft Act 1968 will apply to Rodrigo.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2 – 3** **[1–5 marks]** A candidate needs to be selective in choosing the correct part of the source material. • Principle without section – understanding that Rodrigo is covered by s5 Theft Act 1968. **and/or** • Reference to s5 Theft Act 1968 and/or Davidge v Bunnett (1984) with little or no development. **Band 4** **[6–7 marks]** Reference to s5 Theft Act 1968 and/or Davidge v Bunnett (1984) with some development and some application. **Band 5** **[8–10 marks]** Full development of the relevant sections. Conclusion: Rodrigo is covered by s5. Under s5(1) he does have possession and control of the money. Credit argument that he may have a proprietary interest as it is money between a mother and son. Under s5(3) he has been given money for shopping his mother wants, not to buy a shirt first. Apply Davidge v Bunnett as money has been given for a specific purpose. Credit discussion that the case can be distinguished as being between a mother and son rather than flat mates.	**10**
2(d)	**Critically evaluate the use of precedent to develop the law.** **Band 1** **[0 marks]** Irrelevant answer. **Band 2** **[1–6 marks]** Describes and/or discusses precedent in very general terms. **Band 3** **[7–13 marks]** More detailed references to precedent and some discussion of its developmental role but with a largely factual basis. **Band 4/5** **[14–20 marks]** Very good detail on the way in which precedent develops the law and good discussion on its effectiveness. To reach higher marks need to engage with both the role and effectiveness of precedent showing good critical awareness.	**20**

© UCLES 2017