Cambridge International AS & A Level

Cambridge International Examinations
Cambridge International Advanced Subsidiary and Advanced Level

LAW **9084/21**

Paper 2 Data Response **October/November 2015**

1 hour 30 minutes

Additional Materials: Answer Booklet/Paper



READ THESE INSTRUCTIONS FIRST

If you have been given an Answer Booklet, follow the instructions on the front cover of the Booklet.
Write your Centre number, candidate number and name on all the work you hand in.
Write in dark blue or black pen.
Do not use staples, paper clips, glue or correction fluid.

Answer **one** question.

At the end of the examination, fasten all your work securely together.
The number of marks is given in brackets [ ] at the end of each question or part question.

This document consists of **4** printed pages.

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Answer **either** Question 1 **or** Question 2.

You should make appropriate reference to the source material supplied for each question.

1 Big Top Circus owns a variety of animals including a camel from Egypt and a performing horse, trained in England, which are kept in a fenced compound. On several occasions the horse has reared up unexpectedly and kicked one of its keepers. One day there is a severe storm, part of the fencing is blown down and the two animals escape into the circus grounds. Later that day, two friends Annie and Bertie, both aged 12, are walking along the road near the circus. They see some animals in the circus grounds, which are open to the public, and decide to go in.

Annie is knocked down and kicked by the horse and suffers a broken leg.

Bertie shouts at the camel which is resting on the ground but becomes frightened when the camel gets up and moves towards him. Bertie runs away but falls breaking his wrist.

(a) Consider whether the parents of Annie can sue Big Top Circus and on what basis the claim would be brought. [10]

(b) Consider whether the parents of Bertie can sue Big Top Circus and on what basis the claim would be brought. [10]

(c) Consider any possible defences that could be raised by Big Top Circus if the claims are brought against them. [10]

(d) Critically analyse the procedure for bringing civil cases to court. [20]

Source Material

Animals Act 1971

Section 2 Liability for damage done by dangerous animals

(1) Where any damage is caused by an animal which belongs to a dangerous species, any person who is a keeper of the animal is liable for the damage, except as otherwise provided by this Act.

(2) Where damage is caused by an animal which does not belong to a dangerous species, a keeper of the animal is liable for the damage, except as otherwise provided by this Act, if—

(a) the damage is of a kind which the animal, unless restrained, was likely to cause or which, if caused by the animal, was likely to be severe; and

(b) the likelihood of the damage or of its being severe was due to characteristics of the animal which are not normally found in animals of the same species or are not normally so found except at particular times or in particular circumstances; and

(c) those characteristics were known to that keeper or were at any time known to a person who at that time had charge of the animal as that keeper's servant or, where that keeper is the head of a household, were known to another keeper of the animal who is a member of that household and under the age of sixteen.

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Section 5 Exceptions from liability under sections 2 to 4

(1) A person is not liable under sections 2 to 4 of this Act for any damage which is due wholly to the fault of the person suffering it.

(2) A person is not liable under section 2 of this Act for any damage suffered by a person who has voluntarily accepted the risk thereof.

Section 6 Interpretation of certain expressions used in sections 2 to 5

(1) The following provisions apply to the interpretation of sections 2 to 5 of this Act.

(2) A dangerous species is a species—

(a) which is not commonly domesticated in the British Islands; and

(b) whose fully grown animals normally have such characteristics that they are likely, unless restrained, to cause severe damage or that any damage they may cause is likely to be severe.

Wallace v Newton [1982] 1 WLR 375

A horse became out of control and crushed the claimant's arm. It was held that the claimant was not required to prove that the horse had a vicious propensity to attack people but only that of bad characteristics not normally found in other horses and the claimant recovered damages on proving that the horse had exhibited previous unpredictable and unreliable characteristics and that these were known to the defendant.

2 Cedric decides to sell his house in the country so he can move with his wife and family to London. The house is beautifully furnished, with expensive carpets and curtains, and has a large garden with many plants in valuable ornamental pots. Cedric's friends Dinesh and Edith visit him one evening and when they hear that the house is for sale they tell him they would like to buy it. They say they do not want to use lawyers as it will only add to the cost of the sale. They agree the price at £500 000 and Cedric decides to record the agreement on a piece of paper which all parties sign.

Just before the sale is completed Dinesh and Edith visit the house. They find that Cedric is in the process of moving out and is taking the carpets, curtains and all the ornamental pots. They are very annoyed and tell Cedric they do not want the house unless these items are returned. Cedric says he does not care because someone else has offered more money for the house and he wishes to accept their offer.

(a) Consider whether Edith and Dinesh are bound by the agreement with Cedric. [10]

(b) Consider whether Cedric is entitled to take the carpets and curtains when he moves out. [10]

(c) Consider whether Cedric is entitled to take all the ornamental pots. [10]

(d) Explain the various rules of statutory interpretation and critically analyse their role in the application of legislation by the judiciary. [20]

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[Turn over

Source Material

Law of Property (Miscellaneous Provisions) Act 1989

Section 2 Contracts for sale etc. of land to be made by signed writing

(1) A contract for the sale or other disposition of an interest in land can only be made in writing and only by incorporating all the terms which the parties have expressly agreed in one document or, where contracts are exchanged, in each.

(2) The terms may be incorporated in a document either by being set out in it or by reference to some other document.

(3) The document incorporating the terms or, where contracts are exchanged, one of the documents incorporating them (but not necessarily the same one) must be signed by or on behalf of each party to the contract.

Berkley v Poulett (1976)

Lord Poulett sold Hinton House to Mr Berkley. Mr Berkley wished to turn the house into a tourist attraction and wanted to keep as many of the original features of the property. The completion of the sale was delayed and during this period, Lord Poulett had sold several items which Mr Berkley claimed were fixtures and thus title had passed to him under the contract of sale. The disputed items included, a large marble statue which weighed half a tonne and a large sundial both rested on their own weight in the garden.

Held: The objects were chattels and could be taken by the seller. The important issue was why the objects had been placed in any particular position. If it was for the better enjoyment of the object then the object was not part of the land and the seller could take the object on sale.

Botham v TSB Bank plc (1996)

The question is whether, objectively assessed, the installation of the object would normally have been intended to effect a permanent improvement of the property, or only a temporary or removable addition to a building or landscape. Fixed kitchen units were regarded as permanent improvements to the property whereas appliances merely held by their own weight, such as a refrigerator, were regarded as chattels as were fitted carpets and curtains and could be taken by the seller.

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