



the  
UNIVERSITY  
of  
GREENWICH

<b>EXAMINATION PAPER:</b>	<b>ACADEMIC SESSION 2006 /2007</b>
<b>Campus</b>	<b>Avery Hill</b>
<b>School</b>	<b>Architecture and Construction</b>
<b>Title of Programme</b>	<b>BSc (Hons) BUILDING SURVEYING BSc (Hons) DESIGN &amp; CONSTRUCTION MANAGEMENT BSc (Hons) ESTATE MANAGEMENT BSc (Hons) HOUSING STUDIES BSc (Hons) QUANTITY SURVEYING</b>
<b>Level</b>	<b>Undergraduate</b>
<b>Academic Stage</b>	<b>1</b>
<b>TITLE OF PAPER</b>	<b>LEGAL STUDIES</b>
<b>COURSE CODE</b>	<b>LAW 1081</b>
<b>Date and Time</b>	<b>Thursday 24<sup>th</sup> May 2007, start 9.30 am (duration 2 hours)</b>

---

**This paper contains a Part A weighted at 50% of the marks and a Part B weighted at 50% of the marks. Candidates should read the instructions at the start of each part of the paper before tackling the questions.**

**Candidates must also comply with the 'Instructions to Candidates' printed on the examination answer book.**

**Please write your Candidate Number here: \_\_\_\_\_**

**Please attach this paper to your examination booklet on completion of the exam.**

## Part A – Weighted 50%

### Instructions for Part A

Part A contains 25 multiple choice questions for which candidates should select one answer by making an unambiguous cross in the answer box below. Where a candidate changes his or her mind after having made a choice, they should delete the cross and select another answer box. Selection of the fully correct answer to a question scores 2 marks. Selection of the partly correct answer scores 1 mark. Selecting the answer that is incorrect scores zero. Selecting the wildly wrong answer attracts a minus 1 mark. Candidates may choose not to enter a cross against a question, in which case a zero is scored for the question.

Question No.	(a)	(b)	(c)	(d)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

1. Which of the following statements is most accurate?
  - (a) Local authorities are staffed by salaried officers who are normally professionally trained. The officers are instructed by and delegated to by council members, who are elected and may not be professionals in any particular field.
  - (b) Local authority council members make all the decisions supported by a secretariat which has administrative and technical skills.
  - (c) Local authorities are led by salaried officers who are full time and are normally professionally trained. They instruct elected council members who only have ceremonial status.
  - (d) Local authority services are delivered entirely by contracted agency staff under the close supervision of a central government minister who ensures that costs do not escalate.
  
2. A person aggrieved by a decision made by a local authority:
  - (a) Will always be able to resolve the matter through arbitration.
  - (b) Will have a right of appeal enshrined in statute.
  - (c) Would always be entitled to an award of damages by the local government Ombudsman.
  - (d) May be able to seek a judicial review which may result in the decision being quashed.
  
3. In order to obtain a judicial review of a decision made by a local authority, complainants would need to convince a judge that they:
  - (a) Were professionally trained in law.
  - (b) Could suffer financial loss from the decision made.
  - (c) Had standing and an argument.
  - (d) Were a vexatious litigant.

4. To help local authorities carry out their day to day functions effectively, central government issues:
- (a) Loan sanctions.
  - (b) Circulars and codes of practice.
  - (c) Rate capping regulations.
  - (d) Ministerial statements.
5. When assessing whether a local authority followed the rules of natural justice in reaching a decision, the courts will check to ensure that the authority:
- (a) Enabled affected parties to attend a public council meeting where they could hear the councillors debate and vote on the matter.
  - (b) Was not a judge in its own cause and provided sufficient opportunity for other parties to put their case orally or in writing.
  - (c) Directed the affected party to an independent complaints procedure after the decision had been taken in private.
  - (d) Had provided adequate up-front publicity of the issue by way of site notices and advertisements in the press.
6. Lord Woolf's *Access to Justice* report in 1996 made wide ranging recommendations to change civil law procedures. These included:
- (a) Abolition of the right to trial by jury for most criminal offences.
  - (b) Barring claimants from the court system until they could show that alternative dispute resolution had been attempted, but that it had failed to resolve the dispute.
  - (c) Requiring the courts to advise claimants that they might be better off seeking redress through alternative dispute resolution techniques.
  - (d) Imposing fines on lawyers who were dragging out relatively minor disputes in order to maximise their fees.

7. With regards to civil proceedings, which of the following statements is most accurate:
- (a) The burden of proof is placed upon the judge who has to demonstrate '*malice aforethought*' by the defendant.
  - (b) The tribunal chairman will cross examine the employer or employee to see if they are guilty of gross misconduct.
  - (c) The claimant has the burden of proof to show, on the balance of probabilities, that the defendant is at fault.
  - (d) Judges only ever base their decisions on the written submissions of the parties.
8. The role of a mediator in a dispute is normally to:
- (a) Blunt the adversarial attitudes of the parties.
  - (b) Help the parties compromise and come to an agreement.
  - (c) Find where the fault lies and impose a binding judgement against the offending party.
  - (d) Assess the extent of damages that should be awarded by a higher court.
9. It is claimed that in a construction dispute, the process of adjudication is particularly useful because it enables:
- (a) The RICS to step in and use its expertise to make a quick decision against one or other of the parties.
  - (b) Both parties to 'see the writing on the wall' which may lead to them settle without going to court.
  - (c) The job to continue pending ultimate resolution of the dispute either by agreement, arbitration or in the courts when the job is completed.
  - (d) The government to implement its regeneration policies.

- 10.** The use of tribunals for dispute resolution has grown considerably because they:
- (a)** Are particularly suited to weeding out spurious and time wasting claims from third parties who have only a tenuous link to the case.
  - (b)** Bring professional and legal expertise together to deal with specialist categories of dispute which would otherwise congest the court system.
  - (c)** Are a more cost effective way of dealing with a dispute when compared with the courts.
  - (d)** Are particularly good at dealing with small claims where the value of the dispute is less than £50,000.
- 11.** Which of the following statements best describes a freehold property title?
- (a)** An interest in land that is perpetual and can be transferred to another party and passed to your successors after your death.
  - (b)** A property or area of land that belongs to the crown.
  - (c)** A property that you may occupy for the duration of your life.
  - (d)** Buildings that are occupied by agreement solely for business purposes.
- 12.** Which of the following is the most accurate definition of a long leasehold interest in a flat?
- (a)** A long leasehold flat is held for a term of 99 or more years with the tenant undertaking all the repairs.
  - (b)** A leaseholder in a flat pays an annual market rent to the owner who then, at his own expense, undertakes all the repairs on behalf of the tenant.
  - (c)** A long leasehold interest in a flat is granted for a term of 99 or more years with annual ground rent charges. The leaseholder pays a capital sum to purchase the flat and may have additional costs for repairs and services, details of which are set out in the lease.
  - (d)** A long leasehold flat is for a term of 999 years or more but subject to a tenants "right to buy" clause at any time.

- 13.** Which of the following is the best description of a positive easement?
- (a) A right to harvest crops or rear animals on a piece of land, for a set period of time, which is renewed periodically.
  - (b) A right to build very close to an adjacent property, in such a way that may interfere with rights of light.
  - (c) Easements are agreements which most commonly relate to rights of access to allow a person the right to pass across a property, and could include using an access road or laying a pipe or cable.
  - (d) An easement makes lawful an act which would otherwise be deemed to be trespass.
- 14.** A covenant in a commercial or residential property lease is:
- (a) An agreement in the lease which sets out the rights and duties of both the landlord and the tenant.
  - (b) A lease clause which obliges one or other of the parties to the lease to do or not to do certain things.
  - (c) A notice served by the landlord confirming that the lease will end within 3 months.
  - (d) A “side document” to the lease which the landlord can enforce to end the lease due to the tenant carrying out some action which damages the property.
- 15.** Which of the following statements most accurately reflects the main characteristics of a commonhold property?
- (a) Commonhold properties comprise a number of flats where the owners share certain facilities such as kitchens and bathrooms.
  - (b) Commonhold flats are freehold properties that have been built over leasehold properties.
  - (c) Commonhold properties give owners the same rights as freeholders except that they pay an annual service charge in addition.
  - (d) Commonhold allows individuals to own the freehold of their flat but imposes joint financial responsibilities with other Commonholders in the same block to maintain and insure the property.

- 16.** In a legal context, a tort would best be described as:
- (a) A criminal wrong.
  - (b) A civil wrong.
  - (c) A rich dessert.
  - (d) Always including negligence.
- 17.** Which of the following best describes the common law definition of a Tort in Negligence?
- (a) Existence of a duty of care owed by the defendant to the plaintiff, plus a breach of that duty.
  - (b) Existence of a duty of care owed by the defendant to the plaintiff plus a breach of that duty, plus damage, loss or injury resulting from or caused by that breach.
  - (c) Damage, loss or injury resulting from or caused by a breach of duty of care.
  - (d) None of the above.
- 18.** Which of the following phrases best describes the judgement in Donoghue V Stevenson (1932)?
- (a) When offering services or products, the defendant must reasonably foresee real risk of injury to the plaintiff if they do not conduct operations / manage property with due care.
  - (b) It is the consumer's duty to ensure that goods and services they procure are appropriate for use at the time of purchase.
  - (c) The defendant/provider has no responsibility for the quality of goods and services provided.
  - (d) A defendant can avoid a charge of negligence if an indemnity insurance policy is taken out.

- 19.** How would you define “reasonably practicable” in the context of Tort in Negligence?
- (a) Measures must be physically/ technically feasible in the light of current knowledge/technology.
  - (b) Employers must undertake a cost risk analysis: if cost is commensurate to the risk then measures must be implemented. If cost is excessive compared to risk then measures do not need to be carried out, but would need to be kept under review.
  - (c) Employers do not have to consider risk to an employee under any circumstances.
  - (d) Employers must undertake a risk assessment.
- 20.** Which of the following statements most accurately reflects the principle of vicarious liability?
- (a) The employer is responsible for the torts of the employee committed in the course of employment.
  - (b) The employer can evade prosecution if it can be proved that the employee was reckless.
  - (c) The employer has no responsibility for any actions committed by an employee in the course of employment.
  - (d) The employee must inform the employer 21 days in advance in writing that they propose to carry out a reckless action.
- 21.** To form a valid and legally binding contract, an offer:
- (a) Must be in writing.
  - (b) Can be oral or written depending on the circumstances.
  - (c) Must always be orally communicated and witnessed by an independent third party.
  - (d) Is the same thing as an *invitation to treat*.

- 22.** In postal communications, the postal rule states that an acceptance made by letter is effective and a contract is created, when the letter is:
- (a) Posted by the offeree.
  - (b) Received by the offeror.
  - (c) Wrongly addressed and incorrectly delivered.
  - (d) Signed by the offeror on behalf of the offeree.
- 23.** Which one of the following statements is true?
- (a) Consideration needs to be adequate.
  - (b) Consideration is the price only one party pays for the right to enforce the other party's promise.
  - (c) Consideration must not be past.
  - (d) Each side of a bargain must have no value in the eyes of the law.
- 24.** Which one of the following statements accurately describes misrepresentation?
- (a) Where one party makes a true statement which the other party accepts as the basis for entering into a contract.
  - (b) Where a third party makes a factual statement upon which two other parties enter into a contract with each other.
  - (c) Where one party makes a false statement and induces the other to enter a contract.
  - (d) Where two parties make false statements and induce each other to enter into a contract.
- 25.** The aim of the remedy of damages for breach of contract is to:
- (a) Put the injured party into a better position than they would have been in if the contract had been performed properly.
  - (b) Mitigate the loss experienced by the injured party.
  - (c) Put the injured party into the position they would have been in if the contract had been performed properly.
  - (d) Damage the reputation of the uninjured party.

## Part B - Weighted 50%

### Instructions for Part B

Part B requires candidates to provide written answers to questions 26 to 30 below which arise from the following scenario. **Each question attracts 10 marks.** Answers should be written in the exam booklet provided with each answer clearly numbered and commenced on a separate page.

#### Scenario:

Mr and Mrs Owen have retired to their dream home on the edge of an attractive village. The spacious three bedroom detached house has large front and back gardens. Beyond the back garden there is open countryside.

26. A year after the Owens moved in, builders have begun erecting a large warehouse in the field behind the Owens' house. The warehouse will spoil the views that the Owens had been enjoying over the surrounding countryside and they are furious. They were not told about this development, which was approved by the District Council three months ago. Discuss the potential remedies open to the Owens in this situation.
27. On moving to the village, Mr Owen purchased a new luxury car from the local dealership. As he is not very good at vehicle maintenance, Mr Owen was particularly careful to ensure that the repairing warranty provided by the dealership for the vehicle was comprehensive. The vehicle has now developed a major fault which is clearly within the remit of the warranty. However, the dealership is refusing to honour the repairing obligation under the warranty. What legal options are open to Mr. Owen?
28. A crop spraying aeroplane has been over-flying the Owens' house generating intrusive levels of noise and nasal irritation due to the chemicals in the spray. What legal redress, if any, do the Owens have?
29. Mr Owen has complained to a neighbour who has permanently erected a large crane, which partly encroaches on the airspace over his property. The crane is used in connection with a bungee jumping business. Is there any legal basis for Mr Owen to take action to prevent this intrusion over his land?
30. Mr. Owen decides to purchase a top of the range driveable lawnmower from Megamowers Ltd. These machines are made to order. Megamowers offer to sell a machine to Mr Owen for £15,000 with delivery in three months' time. Megamowers'

offer was made on their standard form containing their usual conditions of sale which includes a fluctuations clause allowing for a price increase in certain circumstances.

Mr. Owen places an order for a mower using his own carefully prepared order form containing a tear-off slip which Megamowers were asked to return to Mr. Owen. Megamowers posted the slip that contained the statement 'we accept your order on the terms and conditions thereon'. One of Mr. Owen's conditions was that the £15,000 would not be subject to a fluctuations clause. The machine has now been delivered but Megamowers has sent a bill for £17,000 to Mr Owen.

Advise Mr Owen.