

Law Assignment Questions

Different Questions and Sample Answers Pertaining to Law Topics

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Abstract

Question 1:

Just over two years ago, Jane bought a rundown coffee shop business and the premises at which the business was carried on. Soon after buying the business and premises, she had the shop refitted. This was done by her husband Edward, who runs a redecorating business. The cost of refitting the shop was \$40,000. Jane did not pay this amount to Edward despite the fact that the original term orally agreed between them was that Jane would pay the full amount to Edward within a year. It was also orally agreed at the time that no interest would be payable on the debt.

The coffee shop business has proved very successful. Six months ago, the shop next door to Jane's was put on the market for sale. Jane saw this as a great opportunity to expand her business. She spoke to her bank manager about obtaining a loan to finance the purchase and redecoration of the adjoining shop. The bank manager was concerned that Jane had not yet paid her outstanding debt to Edward. Furthermore, if Jane did pay this debt, it seemed that she would not have quite enough capital to meet the bank's lending rules.

Jane explained this situation to Edward. She said she was very keen to buy the shop but she could only do so if he would accept \$10,000 in full and final settlement of the outstanding debt. Edward agreed to this and they wrote their agreement on a sheet of paper and both signed it. Edward's reason for agreeing to this arrangement was partly because he wanted to help his wife and partly because he assumed that she would hire him to redecorate the new shop.

Jane produced the signed written agreement to her bank and, because of it, was able to get a bank loan and go ahead with the purchase of the shop next door. Jane then arranged for the shop to be redecorated but she did not engage Edward to do this. Instead, she hired Max who operates a decorating business across the road from Jane's coffee shop business. Jane has paid Max \$25,000 for redecorating the shop.

Jane has since spent a lot of time socially with Max and has now declared her wish to end her marriage to Edward and start a new relationship with Max. Edward is outraged at Jane's declaration and his first response has been to sue her for the \$30,000 that he claims is outstanding from his refitting the coffee shop. Advise both parties about their legal position in respect to this dispute between Edward and Jane.

Question 2:

Jean was a regular shopper at Top Star Supermarket, which was part of a large nationwide supermarket chain. She was there at least once a week and sometimes more often if the specials were really good. When Jean was there this week, she slipped on some grapes in aisle 3 and broke her ankle. Grapes are normally found in the fruit section of the store and the store was not sure how the grapes got there or how long they had been there. The store manager indicated that there were a number of spillages every week in the aisles in this store.

Is Top Star Supermarket liable in negligence for Jean's injury?

Contents

Answer 1	3
Issue:	3
Rules	3
Applications	5
Conclusion	6
Answer 2	6
Issue:	6
Rules	6
Application of Rule	7
Conclusion	8
Reference List	9

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Assignment

Answer 1

Issue: The main issue is whether Edward has any right to claim his outstanding \$30,000 from Jane for refitting the coffee shop.

Rules

Under the Australian contract law, an agreement which is formed with the intention to enforce it legally is termed as a contract. However, to form a valid contract there are few essentials which must be present, such as, offer, acceptance, consideration, intention and capacity. (The Law Handbook, 2015)

All essentials are relevant in order to establish a valid contract.

It is important to understand the relevance of 'legal intention' under the law of contract as the same is relevant in order to resolve the current issues.

Legal intention is a contract element which must be present in order to form a valid contract. Legal intention submits that the party to the contract must have intention to abide by the contract legally, that is, whenever there is a dispute amid the parties then they are willing to resolve their dispute in the court of law and is held in *Rose and Frank Co v Crompton* (1923). However, the presence of intention must be analysed by understanding the scope both under the domestic and commercial relationship amid the parties. (Moles R, n.d)

Many a times, the parties under the contract are in domestic or family relationship. In such situation the general presumption that prevails is that the parties normally does not intent to abide themselves legally and thus the contract is not intent to be enforceable under the court of law and is held in *Australian European Finance v Sheehan* (1993). (Moles R, n.d)

Commented [A1]: Nicely introduced

But the assumption was found to be negated by establishing the fact that the parties though are in family/domestic relationship but still intends to enforce the intention established between them legally, that is, they establishes a contract which has the enforceability of law and is held in *Balfour v Balfour* (1919). The parties in such situation enters into a contract with commercial motives or intends and if any other party does not perform his part of obligation that the aggrieved party may enforce the agreement legally and is held in *Todd v Nicol* (1957). (Moles R, n.d)

Commented [A2]: Actual case examples used

Likewise, many a times the parties who enter into a valid contract are not in family/domestic relationship. The general presumption in such kinds of contract is that the party's intent to bind themselves legally, that is, the contract is enforceable under the court of law and is held in *Masters v Cameron* (1954). However, this presumption can be rebutted by the parties by showing contrary view, that is, though the parties are not related to each other in a social manner however still they does not intent to abide by the contract legally and is held in *Edwards v Skyways Ltd* (1964). (Moles R, n.d)

In such situation it is submitted that a valid contract can only be made when both the parties agree on the same thing at the same time. If the parties do not intent unanimously on a particular thing it cannot be said that there is meeting of minds and there is a valid formulation of contract. However, when it is difficult to ascertain the intention of the parties than the terms established amid the parties must be analysed.

Thus, one if the ways in order to depict the intention of the parties is to evaluate the agreement that is established between the parties. The analysis become easy when the agreement established between the parties is in written form. When the parties enter into a written agreement than they must abide by its terms regardless what they intend. In the leading case of *Errington v Errington Woods* (1952) it was submitted that when a written

agreement is established amid the parties than they must abide by its terms. (Hepburn S, 2013)

Thus, after analysing the laws that deals with the intention of the parties it is now important to apply the law to the given facts of the case study.

Applications

The facts submitted that Jane has bought a coffee shop (premises) and the business. The shop was refitted by her husband Edward after the purchase and cost @ \$40,000. Both Jane and Edward had orally agreed that Jane will pay the cost of the fitting to Edward within a year (without interest) however the same was not done by her. She also intends to buy a shop but was short of finance. Edward took \$10,000 in full and final settlement of his claim in order to help his wife (can took loan from bank) and an assumption that he will be hired as a decorator for the new shop. A written agreement was formulated which is signed by both the parties. However, she redecorated the shop not with the help of Edward but with Max @ \$25,000. She now wishes to end her marriage with Edward and marry Max.

In such situation, it is submitted that it is the intention of both Jane and Edward which must be looked into in order to analyse whether there exists a contract amid the two wherein Jane will appoint Edward for redecorating her new shop. Edward presumes that he will be appointed as a decorator which is not the intention of Jane. Thus in order to analyse their true intention the written agreement established amid the two must be looked into.

The written agreement doesn't specify that intention that the parties intend to appoint Edward as the decorator for the new shop. Thus, in such situation, Edward must abide by the contract and cannot claim his \$30,000 which is outstanding from his refitting the coffee shop.

Commented [A3]: Theory showing subject analysis, has been made use of.

Conclusion

To conclude it is submitted that in the presence of written agreement the parties must abide by the same. Thus as per the agreement Edward is not appointed as a new decorator and thus cannot sue Jane for his dues as the same are settled by him.

Commented [A4]: Nicely summed up presenting main idea.

Answer 2

Issue: The main issue is whether the supermarket is liable for the injury of Jean under the law of negligence?

Rules

The law of negligence is a very important principle under the tort law. The law of negligence implies that a person is under a legal duty to protect his neighbours. The law was developed in *Donoghue v Stevenson* (1932) and has developed with several leading cases such as *Anns v Merton London Borough Council* (1977) & *Caparo Industries plc v Dickman* (1990). Mainly a person is said to be negligent when he is imposed with a legal duty to protect the plaintiff but violates the same resulting in damage to the plaintiff. (Phang et al, 2006)

Commented [A5]: Point well introduced and situation brought parallel to actual case noted in history.

Thus, to prove a defendant negligent the main ingredients are: (Phang et al, 2006)

- i) That the defendant is imposed with the legal duty of care, that is, he must undertake his actions in such manner so that no injury is caused to the plaintiff and is held in *Sutherland Shire Council v Heyman* (1985);
- ii) The duty of care is only imposed against those losses which are reasonably foreseeable. If the loss inflicted on plaintiffs is remote then there is no duty of care;

- iii) The duty of care is towards those plaintiffs which are considered as the neighbors of the defendants, that is, they are close relationship with one another and is held in *Caltex Oil (Australia) Pty. Ltd. v. The Dredge "Willemstad" (1976)*;
- iv) The duty of care that is imposed upon the defendant must be violated by him;
- v) The violation of duty of care must have resulted in causing loss to the plaintiff;
- vi) The loss that is caused to the plaintiff must be anticipated by the defendant. If the loss is remote than the defendant is not liable for such loss.

Thus, after analysing the law of negligence it is important that the same can be applied to the case study.

Application of Rule

The facts submitted that Jean was a frequent visitor to Top Star Supermarket. However, one day she slipped on some grapes in aisle 3 and broke her ankle. Normally, the grapes are found in the fruit section of the store and the store was not sure how the grapes got there or how long they had been there. The store manager indicated that there were a number of spillages every week in the aisles in this store.

Thus the facts establishes that the store manager is under the legal duty to protect the visitors at his supermarket. The visitor are n close connection with the store manager and thus are the neighbours under the law of negligence.

Further, the duty to protect from reasonable foreseeable harm was not carried out by the manager causing harm to Jean.

Thus, the duty was violated resulting in harm, so the super market and the store manager are liable under the law of negligence.

Commented [A6]: Well analysed and linked to theory and law.

Conclusion

So Jean in all circumstances can sue the manager and the supermarket for being negligent and causing harm to her.

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Reference List

- i) **Anns v Merton London Borough Council (1977);**
- ii) **Australian European Finance v Sheehan (1993);**
- iii) **Balfour v Balfour (1919).**
- iv) **Caparo Industries plc v Dickman (1990).**
- v) **Caltex Oil (Australia) Pty. Ltd. v. The Dredge “Willemstad (1976)**
- vi) **Donoghue v Stevenson (1932)**
- vii) **Edwards v Skyways Ltd (1964).**
- viii) **Errington v Errington Woods (1952)**
- ix) Hepburn S (2013) *Australian Principle of property law*
[https://books.google.co.in/books?id=MSigMCNeZNoC&pg=PA385&lpg=PA385&dq=intention+%2B+Errington+v+Errington+Woods+%281952%29+%2B+contract+%2B+AUSTRALIA&source=bl&ots=uT5PJOZbnP&sig=1UYzx8BKoGd6BWO27ihKOATrTdY&hl=en&sa=X&ei=HTJkVcDvN4XbuQTV34LgBA&ved=0CDUQ6AEwAw#v=onepage&q=intention%20%2B%20Errington%20v%20Errington%20Woods%20\(1952\)%20%2B%20contract%20%2B%20AUSTRALIA&f=false](https://books.google.co.in/books?id=MSigMCNeZNoC&pg=PA385&lpg=PA385&dq=intention+%2B+Errington+v+Errington+Woods+%281952%29+%2B+contract+%2B+AUSTRALIA&source=bl&ots=uT5PJOZbnP&sig=1UYzx8BKoGd6BWO27ihKOATrTdY&hl=en&sa=X&ei=HTJkVcDvN4XbuQTV34LgBA&ved=0CDUQ6AEwAw#v=onepage&q=intention%20%2B%20Errington%20v%20Errington%20Woods%20(1952)%20%2B%20contract%20%2B%20AUSTRALIA&f=false). (Accessed on 26th May 2015);
- x) **Masters v Cameron (1954)**
- xi) **Moles R (n.d) *Intention to Create Legal Relations / Parties To a Contract***
 (online). Available at: <http://netk.net.au/Contract/05Intention.asp>. (Accessed on 26th May 2015);
- xii) **Phang et al (2006) Of Precedent, Theory And Practice—The Case For A Return To Anns (online).** Available at: <http://law.nus.edu.sg/sjls/articles/SJLS-2006-1.pdf>. (Accessed on 26th May 2015);
- xiii) **Rose and Frank Co v Crompton (1923).**

- xiv) Sutherland Shire Council v. Heyman (1985)
- xv) The Law Hand Book (2015) *Elements of contract* (online). Available at:
<http://www.lawhandbook.org.au/handbook/ch12s01s02.php>. (Accessed on 26th
May 2015);
- xvi) Todd v Nicol (1957).

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Criterion	Levels of achievement		
	Exemplary	Good	Poor
Writing style and presentation are clear			
• Introduction	Introductory statement clearly indicates the main purpose of the contribution and suggests the plan of organization, so the reader can anticipate the text that will follow.	Introductory statement indicates the main purpose of the contribution in general terms, so the reader has some idea of what will follow.	The introduction does not give an overview of the contribution so the readers are not sure what to expect as they read the text.
• Main Body	Main body of contribution makes connected points that clearly build the argument so the text flows from introduction to conclusion in a logical manner, thereby helping the reader to follow the thinking behind the text.	The main body presents a number of points that allow the reader to understand the argument, but lapses in the writing may force the reader to make some connections between the parts.	The text is not well structured so the reader must stop reading at times to try to makes sense of the text.
• Conclusion	The main point of the	The main point of the	The concluding

	contribution is clearly indicated and reinforced so the reader can clearly remember it.	contribution is indicated, but may be stated in an unconvincing manner.	section does not reinforce or revisit the main point so the reader is unsure about it and likely to misinterpret or forget it.
• Written expression	Sentences and paragraphs are well structured and clear so the reader can focus on what is written. Each paragraph has a topic sentence that indicates the subject matter.	Minor lapses in sentence structure, such as run-on sentences and unnecessarily complex sentence structures, force the reader to pause and reflect on the meaning of the text. Paragraphs present a complete argument, but may not flow so well.	Many sentences are poorly structured so the reader must stop often to reflect on the meaning of the text. Many paragraphs lack topic sentences or have poor flow so the main points and linkages among explanatory text are not clear.
• Grammar, punctuation and spelling	Grammar, spelling and punctuation are flawless, which allows the reader to focus on the message.	Some minor errors in grammar, spelling and/or punctuation detract from the quality of the text, but do not impair the	Many errors in grammar, spelling and/or punctuation make reading the

		communication.	text difficult and communication is impaired.
Concepts and arguments are well developed			
<ul style="list-style-type: none"> Accuracy 	All information is accurately reported using appropriate terminology so the information is reliable.	The information is largely accurate but imprecise language could lead a reader to misinterpret aspects of the text.	Although the gist of the information is correct, there are problems with the interpretation of it. A reader can be misled by the text.
<ul style="list-style-type: none"> Relevance 	Connections between the contribution and the main topic of the discussion are clearly indicated.	Connections between the contribution and the main topic of the discussion are indicated or implied, but the reader needs to pause to clarify those connections.	Although the text is relevant, this is not clearly indicated, so the reader must guess how the text relates to the main topic.
<ul style="list-style-type: none"> Significance 	The reason why the contribution is important to the overall discussion is clearly described and discussed so the reader	The reason why the contribution is important is touched on but not elucidated, so the reader must make some interpretations about the	The contribution may include significant material but this is not indicated, so the

	takes the contribution seriously.	author's view of the contribution's significance.	reader must guess it.
• Clarity	The main points and new technical terms are clearly described and/or explained so the reader is left with no ambiguity about what was written.	Although the text is clear to informed audiences, unexplained points may leave room for alternative interpretations of the text.	Key points and new technical terms are not explained so the reader is confused.
• Independence	The contribution is completely self-contained so the reader does not have to read other contributions or published materials to understand what was written about.	The text is sufficiently clear that the reader can understand the main point without further reading, but some parts of the text are not clear without consulting earlier contributions or other sources of information.	The text is written in a manner that presumes considerable prior knowledge, so the reader must have a thorough knowledge of what has been written about the subject in order to understand the main point of the contribution.
Contribution is responsive to	The writer links ideas submitted by others to	The writer makes references to earlier works that are a starting	The text mentions other contributions

<p>another contribution</p>	<p>their own contribution in a manner that substantially strengthens the group's efforts to resolve the main problem. This linkage can include elaboration of what was previously written, a critique or questioning of it, demonstration of linkages among two or more earlier contributions, and/or utilization of an earlier contribution as a foundation to build your own.</p>	<p>point for new ideas but, apart from the reference to the earlier work, not much information is incorporated</p>	<p>but neither explains the reference nor substantially adds to it, so there is no clear benefit to the resolution of the main problem from citing the earlier contribution.</p>
<p>Text is supported by references</p>			
<ul style="list-style-type: none"> • Sources indicated 	<p>All information and ideas that are not commonly know are supported with references to sources, so</p>	<p>Most sources are indicated, but in only a few cases the sources are not given or are ambiguous, so the reader has to check some of the sources.</p>	<p>Sources are cited for some specific parts of the contribution, but no references are</p>

	<p>the reader has confidence that the information is not based on hearsay or the writer's opinion or assumptions alone.</p>		<p>supplied for information and ideas that are clearly not the author's, so the reader has no idea of the validity and authority of the information.</p>
<ul style="list-style-type: none"> • Relevant references 	<p>Information, concepts and opinions are supported with references to published literature, especially primary (original) sources of information, rather than review articles or textbooks. This allows the reader to independently review the cited sources. More than one reference is cited to support key points, which adds</p>	<p>One or a few references are used to support the text. Thus the contribution is supported but this may be an idiosyncratic source. Some general references to textbooks are made that could have been replaced by primary references which are more thorough and authoritative.</p>	<p>Information comes from Web sites or other sources that have no recognized authority, so the validity or strength of the source is unknown.</p>

	strength and authority to the argument.		
• Citation style	References cited appropriately in the text, and the correct format is used in the text when citing information, so the reader clearly knows which information is attributable to which source.	Minor lapses in citation format do not prevent the reader from finding the sources in the reference list at the end of the contribution.	Citation format incorrect or poorly placed in the text, so citations distract from reading.
• Bibliographic information	The reference list contains complete bibliographic information (author's name(s), publication date, title, source, date web page accessed), so a reader can easily find the references for their own research. The authority of sources can be evaluated by checking them.	Bibliographic information largely complete, but some information missing so the reader may have difficulty finding some references. Most sources can still be easily checked.	Not all references are listed, information in the reference list is incorrect, or important information is missing from the reference list, so the reader is unable to find the same sources of information and the

			authority of sources is almost entirely unknown.
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Comments: The work has been very well presented with very appropriate referencing and linking to actual examples of cases from the past.

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