

# Criminal Law

Learning Questions ✕

**Criminal Law Learning Set 1**

5 of 12 ⌚ 05:40 ||

Section 143(1)(a) of the Road Traffic Act 1988 states "a person must not use a motor vehicle on a road or other public place unless there is in force in relation to the use of that vehicle by that person a policy of insurance".

**What is the level of intent needed by the defendant to be guilty of the offence?**

A	Specific intent.
B	Basic intent.
C	Negligence.
D	Knowledge.
E	None.

Item 5

Item 6

Item 7

Item 8

Item 9

Item 10

Item 11

◀ Next ▶

Learning Questions ✕

**Criminal Law Learning Set 1**

5 of 12 ⌚ 06:09 ||

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**What is the level of intent needed by the defendant to be guilty of the offence?**

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✓ E	None.

Item 5

Item 6

Item 7

Item 8

Item 9

Item 10

Item 11

◀ Next ▶

**Answer Discussion - Incorrect**

(E) is the correct answer because there is nothing within the section above that requires any intent on behalf of the defendant to be guilty of the offence. Offences of strict liability do not require any intent on the part of the defendant for the defendant to be guilty. If it were a crime of specific intent, the section would have to say that the defendant intended to drive without insurance. There is nothing in this section that requires this. Therefore (A) is incorrect. (B) is wrong because for basic intent a defendant would have to intend to not be insured or be reckless as to obtaining insurance. Nothing in this section states this. There is no requirement of negligence or knowledge either; therefore (C) and (D) are incorrect.

QUESTION ID: CRL039

QUESTION ID: CRL039

# Mixed Subjects

✕
Learning Questions

### Practice Questions Set 13

4 of 8 Auto saved at: 13:20:58

At 9.30am a solicitor told a partner on the other side of a transaction that he would send the partner a deed signed by the solicitor's client as soon as he held a signed copy. The client had an appointment to see her solicitor to sign the deed at 11.00am that day. The client did not make it into the office as she had a heart attack at 10.30am and unfortunately died. The partner on the other side of the transaction had reasonably relied on the solicitor's statement and has accused the solicitor of being in breach of undertaking.

**Was there a breach of undertaking under these facts?**

A	No, because the undertaking could not be fulfilled due to death of the client.
B	Yes, because the deed was not sent.
C	No, because the statement was oral, not written.
D	No, because the solicitor indicated that he would send the deed as soon as he received it and he did not receive it.
E	Yes, because compassion is not required under the Rules.

Item 1	▶
Item 2	📄
Item 3	🔄
Item 4	🔍
Item 5	🚩
Item 6	🔗
Item 7	🚩
Item 8	◀

◀
Next ▶

✕
Learning Questions

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Item 7	🚩
Item 8	◀

◀
Next ▶

**Answer Discussion - Correct**

(D) The solicitor giving the undertaking qualified his statement by saying that he would hand over the deed when he held a signed copy. He knew at the time he made the statement that he could not fulfil the promise at that point. Thus, there was no breach of undertaking and (B) is incorrect. (A) has the correct result but for the wrong reason. There is no breach because the solicitor qualified his statement and not because it became impossible to fulfil the undertaking. Similarly, (C) is incorrect because an oral statement is capable of being an undertaking. (E) is probably true technically, but the solicitor qualified his statement in any event, so there was no breach.

QUESTION ID: ETH017

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# Mixed Subjects

**Learning Questions**

Practice Questions Set 13

5 of 36 01:13

The solicitors for a buyer and seller of a house have agreed to use the Law Society formulae for exchanging contracts by telephone. They also agree to use the Standard Conditions of Sale, unamended. The parties are ready to exchange, but the buyer's solicitor has limited time available over the course of the next week and so has suggested that they exchange using Formula A. The solicitor for the seller agrees.

**How will the solicitors effect exchange of contracts?**

A	Each solicitor will hold their own client's signed part of the contract and will confirm the versions are the same over the telephone. Once exchange has happened, they will then send their client's signed part to each other, and the buyer's solicitor will send the agreed deposit to the seller's solicitor to hold as stakeholder.
B	Prior to exchange, the buyer's solicitor will send the contract signed by the buyer to the seller's solicitor, along with the deposit. The seller's solicitor will confirm both contracts are the same over the telephone, insert the exchange and completion dates in both, and send the part signed by the seller to the buyer's solicitor.
C	Each solicitor will hold their own client's signed part of the contract and will confirm the versions are the same over the telephone. Once exchange has happened, they will then send their client's signed part to each other, and the buyer's solicitor will hold the agreed deposit funds as stakeholder.
D	Prior to exchange, the buyer's solicitor will send the contract signed by the buyer to the seller's solicitor. The seller's solicitor will confirm both contracts are the same over the telephone, insert the exchange and completion dates in both, and send the part signed by the seller to the buyer's solicitor. The buyer's solicitor will then hold the agreed deposit as stakeholder.
E	Each solicitor will send the other their client's signed contract. The solicitors will confirm the versions are the same over the telephone, and once exchange has happened, the buyer's solicitor will then send the deposit funds.

Item 5  
Item 6  
Item 7  
Item 8  
Item 9  
Item 10  
Item 11

Next

**Learning Questions**

A	Each solicitor will hold their own client's signed part of the contract and will confirm the versions are the same over the telephone. Once exchange has happened, they will then send their client's signed part to each other, and the buyer's solicitor will send the agreed deposit to the seller's solicitor to hold as stakeholder.
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C	Each solicitor will hold their own client's signed part of the contract and will confirm the versions are the same over the telephone. Once exchange has happened, they will then send their client's signed part to each other, and the buyer's solicitor will hold the agreed deposit funds as stakeholder.
D	Prior to exchange, the buyer's solicitor will send the contract signed by the buyer to the seller's solicitor. The seller's solicitor will confirm both contracts are the same over the telephone, insert the exchange and completion dates in both, and send the part signed by the seller to the buyer's solicitor. The buyer's solicitor will then hold the agreed deposit as stakeholder.
E	Each solicitor will send the other their client's signed contract. The solicitors will confirm the versions are the same over the telephone, and once exchange has happened, the buyer's solicitor will then send the deposit funds.

Item 7  
Item 8  
Item 9  
Item 10  
Item 11

Next

**Answer Discussion - Incorrect**

(B) Formula A is used when the solicitors think it is prudent for one solicitor to hold both contracts on exchange. Here, the buyer's solicitor has limited availability, so under Formula A, the buyer's solicitor will send the contract signed by the buyer to the seller's solicitor, along with the deposit. The seller's solicitor will confirm both contracts are the same over the telephone, insert the exchange date in both, and send the part signed by the seller to the buyer's solicitor. (A) is incorrect because it describes a Formula B exchange - where each solicitor holds their own client's part of the contract, confirms they are the same, and then sends it. Since the buyer's solicitor will have limited time here, the facts provide that the solicitors did not agree this type of exchange. (C) is incorrect both because it describes a Formula B exchange, as just explained (where each solicitor holds their own client's contract), and because under the unamended Standard Conditions of Sale, the seller's solicitor will hold the deposit funds. (D) is incorrect because whilst it generally describes a Formula A exchange, as with the previous choice, under the unamended Standard Conditions of Sale, the seller's solicitor will hold the deposit. (E) is incorrect because none of the formulae for exchange require both solicitors to send their client's contract to the other solicitor before effecting exchange of contracts.

QUESTION ID: PRP142

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