

ITEMS PAST PAPERS  
Management Studies.

SIR ARTHUR LEWIS COMMUNITY COLLEGE  
DIVISION OF TECHNICAL EDUCATION AND MANAGEMENT STUDIES

EXAMINATION SESSION : May 2001, Final Examination  
TUTORS :  
PROGRAMME TITLE : Business Studies - Diploma  
Applied Arts Business Studies – Associate Degree  
PROGRAMME CODE : BUS 351, ABS 343  
COURSE TITLE : Contract Law  
COURSE CODE : LAW 321  
CLASS(ES) : 2ABS/2BUS  
DATE : 8<sup>th</sup> May 2001  
TIME : 9:00 a.m.  
DURATION : 3 hours  
ROOM : Lecture Theatre  
INVIGILATOR : Mrs. S. Finisterre/Ms. E. Louisy/Mr. M. Rene



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INSTRUCTIONS:

- This Question Paper comprises six (6) question.
- Answer *ANY* four (4) questions as carefully as possible.



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## BUSINESS LAW

### Answer any FOUR (4) questions

1. On June 1, Angus wrote to Bruce offering to sell his French styled house for \$400,000, the offer to remain open for a week. On June 4 Angus reads in *The Mirror*: "Mr Bruce has informed the National Trust that he has bought Mr Angus' well-known French styled house . . ." Later the same day, Mr Moore offered Angus \$500,000 for the house. Angus accepted, and telephoned Bruce to say that the offer was no longer available. When the call came through, Bruce was just about to leave his office to post a letter of acceptance, written the day before, but overlooked by the office assistant. Advise Bruce.

(25 Marks)

2. Carol was short of money and wished to sell some of her jewellery. She took it to a local shop where Denise offered her \$1200 which Carol accepted. Denise offered Carol a cheque but Carol asked for cash. Denise then produced a card which suggested that she was a famous cricketer and Carol agreed to take the cheque. The cheque proved worthless and Denise has disappeared having re-sold the jewellery to Eileen for \$1000. Advise Carol.

(25 Marks)

3. Trish drove in to entrance to the Conway Car Park where a notice stated. "All cars parked at owner's risk." A light changed from red to green as she drove in. She took a ticket from a machine and drove into the garage. She looked at the ticket to see the time printed on it and saw other printed wording that she did not read. When she collected her car, there was an accident in which she suffered personal injuries, partly through the negligence of the Conway Car Park. The car park relied on the ticket that stated that it was "issued subject to the conditions of issue as displayed on the premises." Conditions displayed inside the garage stated that, "The customer is deemed to be fully insured. . . " and that the car park should not be liable for any loss, mis-delivery of or damage to the vehicle or injury to the customer. Advise the parties

(25 Marks)

4. On January 17, 1977 Wysel and his wife (now Mrs Francis) reached a compromise agreement whereby he would pay her \$120,000 out of his half share of the proceeds of the sale of their matrimonial home if she would not make any further claim for maintenance. The agreement was embodied in a consent order made on July 15 on the grant to the wife of a *decree nisi*. Wysel sought rescission of the agreement on the ground *inter alia*, that he would not have entered into the agreement of February had he known that his wife then intended to remarry. The agreement was intended to commute his liability for periodical payments, a liability that, in the event, he would never have had. She had stated on several occasions in 1977 that she would never remarry. She did not reveal her intention to marry Mr Francis because she did not wish him to be involved in the divorce proceedings. Advise Wysel.

(25 Marks)

5. You have recently started work in the personnel section of a large company. The managing director has asked you to write a report:
- (a) Summarising the reasons for which an employee may be dismissed, (15 Marks)
  - (b) Explaining the difference between unfair dismissal and redundancy. (10 Marks)
6. Explain briefly, the rights related to buying and selling good with relation to:
- (a) The circumstances in which a non-owner of goods can transfer ownership to another person (10 Marks)
  - (b) The time at which ownership and risk pass in a contract to sell goods. (5 Marks)
  - (c) The duties of the buyer and the seller in a contract for the sale of goods (5 Marks)
  - (d) Remedies available to an unpaid seller of goods. (5 marks)