

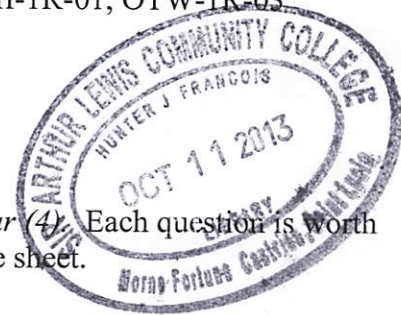
SIR ARTHUR LEWIS COMMUNITY COLLEGE
DIVISION OF TECHNICAL EDUCATION AND MANAGEMENT STUDIES

EXAMINATION SESSION : December 2008 Examination
TUTOR (S) : Ms. U. Joseph, Ms. E. Louisy, Mrs. L. Ollivierre
PROGRAMME TITLE : Applied Arts – Business Studies
PROGRAMME CODE : 3BS-ABA-AD
COURSE TITLE : **Business Law** - #L9
COURSE CODE : **BUS204**
CLASS (ES) : Year Two's
DATE : **Wednesday 10th December, 2008**
COMMENCEMENT TIME : 1.00 p.m.
DURATION : 3 Hours
INVIGILATORS : **Mr. K. Numa,** Mr. H. Nicholas
Mr. A Plummer Ms. C. Charles
Ms. S. Meliat, Ms. E. Louisy
ROOMS : CEHI-1H-02, CEHI-1R-01, OTW-1R-03



INSTRUCTIONS:

This paper comprises seven (7) questions. Answer *Any four* (4). Each question is worth twenty-five (25) marks. Begin each question on a separate sheet.



- ◆ Please number your responses accurately
- ◆ Write your ID Number on *each* answer sheet
- ◆ All cell phones must be turned off during the examination
- ◆ **Note:** Bags, books as well as writing paper not given by the invigilator should be deposited at the front of the examination room or as otherwise indicated.
- ◆ Students must sign **IN** and **OUT** on the exam class list

1. A contract is not valid without certain requirements.
 - a. Explain the term "valid" (1 mk)
 - b. List the requirements necessary for the validity of a contract (4 mks)
 - c. Explain in detail, making reference to casework or legal authority three (3) of these requirements. (20 mks)

(Total: 25 mks)

2. a. Making reference to casework, discuss four (4) main ways by which an offer can be terminated. (10 mks)

- b. Peter's car has been stolen. He placed an advertisement in *The Star* stating that a reward of \$1,000 will be given to any person who provides information leading to the recovery of the car – provided the reward is claimed by April 1. Andrew, a policeman, finds the car, which has suffered severe accident damage. His best friend, Kelvin, tells him about the reward and Andrew applies for it by a letter posted on March 30. The letter arrives at Peter's house on January 2. Advise Andrew whether he has a contractual right to the reward. (15 mks)

(Total: 25 mks)

3. a. Contracts have a beginning and an end. Discuss in detail *any two* (2) methods of terminating contracts. Make reference to casework. (12 mks)

- b. Discuss the remedies available for each method of discharge discussed in part 'a' above. (13 mks)

(Total: 25 mks)

4. a. Briefly explain the role of "casework" in the application of business law. (5 mks)

- b. Discuss *any five* (5) of the following cases (do not choose any case already discussed in a previous question):

- (i) Avery vs. Bowden
- (ii) Lloyds Bank vs. Brudy
- (iii) Olley vs. Marlborough Hotel
- (iv) The Moorcock
- (v) Merritt vs. Merritt
- (vi) Nash vs. Inman
- (vii) Glasbrook Bros. vs. Glamorgan Country Council
- (viii) Felthouse vs. Bindley
- (ix) Fisher vs. Bell
- (x) Pharmaceutical Society of GB vs. Boots Cash Chemists
- (xi) Partridge vs. Crittenden
- (xii) Attwood vs. Small
- (xiii) Dickinson vs. Dodds

(20 mks)

(Total: 25 mks)

5. a. Explain (i) Public Law and (ii) Private Law (4 mks)
b. Discuss the origination of the body of Common Law (6 mks)
c. Discuss 'acceptance' and explain at least TWO (2) rules of acceptance. (15 mks)

(Total: 25 mks)

6. Select and define *any five (5)* of the following terms. For each of your selections, state the rule of law that concerns it, and use an appropriate case to explain and illustrate the application of that rule.

- | | |
|------------------------|------------------------------|
| a. promissory estoppel | f. vicarious liability |
| b. quantum meruit | g. nemo dat quod non habet |
| c. consensus ad idem | h. non est factum |
| d. duress | i. conditions and warranties |
| e. caveat emptor | j. res extincta |

(25 mks)

7. a. Differentiate between a simple contract and a specialty contract (4 mks)
b. Distinguish between contracts that are:
(i) void
(ii) voidable and
(iii) unenforceable

(9 mks)

- c. Discuss the various forms in which contracts may be made, giving examples of the sort of contracts that might be made in each form, and bringing out clearly the outcome of such contract(s), if the specified form is not adhered to. (12 mks)

(Total: 25 mks)

END OF EXAMINATION