

ITEMS PAST PAPERS
Management Studies.

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

EXAMINATION SESSION : May 2001, Final Examination
TUTORS : Mrs. Joan Lansiquot-Ferdinand
PROGRAMME TITLE : Hospitality Studies
PROGRAMME CODE : 325/319
COURSE TITLE : Hospitality Law
COURSE CODE : LAW 323
CLASS(ES) : Year One
DATE : 8th May 2001
TIME : 1:00 p.m.
DURATION : 3 hours
ROOM : Mrs. J. Ferdinand/Mr. W. Lamontagne
INVIGILATOR : DHS W.1



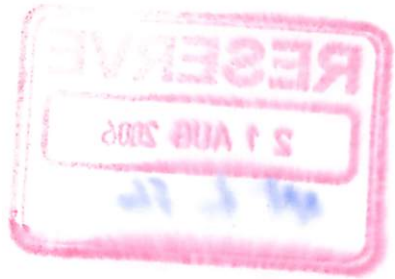
NAME: _____

I.D. Number: _____

INSTRUCTIONS:

- This examination comprises two (2) sections: Section A and Section B.
- Sections A carries 40 marks and Section B carries 60 marks.

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SECTION A

1. What are two examples of old common law rules specifically applicable to innkeepers?

[2 mks]

2. What elements are necessary for the formation of a contract?

[4 mks]

3. What is the difference between an offer and an acceptance?

[1 mk]

4. What is the purpose of statutes of limitations?

[1 mk]

5. How does a crime differ from a tort?

[1 mk]

6. What elements must be present to bring an action based in tort?

[4 mks]

7. What is meant when one says a person was contributorily negligent?

[1 mk]

8. What is the concept of comparative negligence?

[1 mk]

9. What are the possible consequences if a hotel wrongfully refuses to receive a guest?

[3 mks]

10. Under what circumstances may a hotelkeeper refuse to accept a prospective guest?

[5 mks]

11. How do state discrimination laws place restrictions on hotel advertising?

[3 mks]

12. Is a confirmed reservation an enforceable contract?

(a) Does a reservation have to be confirmed in writing to constitute an enforceable contract?

(b) Does an oral request for a reservation constitute a contract?

If so, when? If not why not?

[3 mks]

13. When, if ever, should the hotel update its forms for convention contracts? Why?

[1 mk]

14. Why is it important for the hotel to make certain that the convention or group has adequate insurance coverage?

[1 mk]

15. What relevance did Campbell v. Womack have in a hotel guest's right of privacy?

[1 mk]

16. How do the hotel's rights differ when evicting a guest? A tenant?

[1 mk]

17. What does 'reasonable care' mean?

[1 mk]

18. What is the doctrine of respondeat superior?

[1 mk]

19. What is a bailment and how does it apply to hotel and guest property?

[2 mks]

20. Why should a hotel provide a safe or safe deposit boxes?

[1 mk]

21. Give two examples of 'crime of defrauding a hotel'?

[2 mks]

SECTION II

HOSPITALITY LAW - CASE STUDIES (30 Marks)

Adam and Eve were dining at the Dead Rat Restaurant. Adam purchased game pie for Eve. Eve cut into the pie and ate a small amount, only to notice that inside it was a glass eye. Eve was thereupon sick.

Mary, another diner at the restaurant, purchased a cake described as 'made with fresh cream.' The cream was in fact artificial and the cake stale. Mary was taken ill after eating the cake.

The restaurant's menu contained the following clause: 'The restaurant will in no way be liable for any breach of a contractual term, be it express or implied by statute or common law. Furthermore, the restaurant accepts no liability for any personal injury sustained by diners, whatever the cause.'

- (a) Advise Adam, Eve and Mary as to their respective rights of action against the Dead Rat Restaurant's proprietor, Roland.
 - (b) What, if any, criminal offenses, as disclosed by the above facts, may have been committed by the proprietor of the Dead Rat Restaurant?
- (2) On 1 June 1995, Ms. Vacant, the receptionist at the Wayside Hotel, which is owned by Brighton Ltd., received a phone call from Mr. Jack Smith seeking to book a single room for 3 June 1995 for one night. Ms. Vacant agreed to reserve accommodation for the night of 3 June for Mr. Smith, although she knew at the time that the hotel was fully booked for 3 June, the magnitude of rooms being occupied by National Front members attending a conference in town. Ms. Vacant informed Mr. Smith in the course of the telephone conversation that the room would be held 6:00 p.m. on 3 June, after which it might be relet.

By 6:15 p.m. on 3 June, Mr. Smith has not arrived and a further two guests who had booked with the hotel have not turned up. Mr. and Mrs. Churchill and their child, Winston who are all Nigerians, arrive at the Wayside Hotel at 6:20 p.m. and inquire whether there are any rooms available that night. Ms. Vacant turns the Churchill's away; thinking it's tactful to do so. She tells Mr. Churchill that they may find vacant accommodation at the Bogside Hotel, also owned by Brighton Ltd., and within a ten-minute walk of the Wayside Hotel. At 6:30 p.m., Mr. James, a man of rather unkempt appearance and wearing a Communist Party Tie, is turned away by Ms. Vacant, having inquired about accommodation at the hotel. At 7:00 p.m., Ms. Vacant books in Mr. and Mrs. Wilson and their two sons to the three empty rooms. Whilst Mrs. Wilson is at dinner later that evening her fur coat is stolen from her room, which she had left unlocked. At 8:15 p.m. Mr. Jack Smith finally arrives and demands a room for the night.

Adorse the parties.