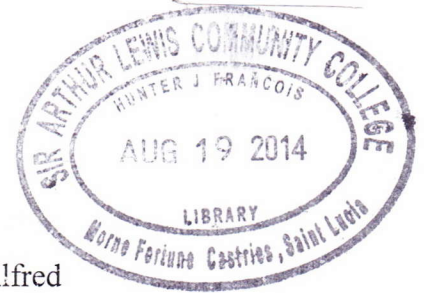


SIR ARTHUR LEWIS COMMUNITY COLLEGE
Division of Technical Education and Management Studies

EXAMINATION SESSION : Semester One December 2011/2012 Examination
TUTOR (S) : Shima Herelle
PROGRAMME TITLE : Business Administration
PROGRAMME CODE : 3BS-ABA-AD
COURSE TITLE : Business Law
COURSE CODE : BUS204
DATE : 25th April, 2012
COMMENCEMENT TIME : 9:00am
DURATION : 2 ½ hours
INVIGILATOR (S) : **F. B-Henry**, J. Mathurin, D. P-Alfred
R. Isaac, T. Monroe, H. Nicholas
ROOM (S) : CEH-OR-01
CEH-1R-02



INSTRUCTIONS:

- Please read the instructions carefully. All answers must be clearly marked and labeled.
- This paper consists of **FIVE** Sections. Please answer **ALL** the five section

Borrowing or lending is prohibited.

- Students are advised to use a pen to write this examination
- 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 examination class list
- All examination papers **must** be turned in to the invigilator together with the answer sheets

SECTION 1

Answer all the questions from this section

- a) Explain the difference between Civil Law and Criminal Law
- b) Discuss the origins of Common Law
- c) Explain the difference between Obiter Dictum and Ratio Decidendi

(15 marks)

SECTION 2

Multiple Choice Questions - Mark the correct Answer

- 1) If performance of contract is impossible, what is the reason for contract ending?
 - a) Breach
 - b) Frustration
 - c) Agreement
 - d) Performance

- 2) What is a discharged contract?
 - a) One that will be breached due to the lack of agreement
 - b) One that was always impossible to perform
 - c) One that never came into being at all
 - d) One that was valid and has now ended

- 3) When one party announces they will not be able to fulfill their contractual obligation, this is called:
 - a) Anticipatory breach
 - b) Breach of warranty
 - c) Breach of a condition
 - d) Anticipatory agreement

- 4) What happens in the event of a breach of warranty?
 - a) The contract is discharged due to breach
 - b) The injured party can sue for breach of contract
 - c) The injured party can sue for specific performance
 - d) The contract is negotiated

- 5) What does it mean when nominal damages are awarded?
 - a) The defendant wins the claim
 - b) The claimant wins the case but no loss has been incurred for which to compensate them
 - c) The claimant does not receive a penny
 - d) The claimant is compensated for their loss

- 6) What is a quantum meruit claim?
 - a) Specific performance means that claimant does not have to suffer a loss
 - b) Payment can be recovered to cover part work done when completion is impossible
 - c) Damages are awarded which punish the defendant
 - d) The claimant cannot claim damages when no loss has been incurred

- 7) What is an injunction?
 - a) A remedy awarded which compels an action by a guilty party
 - b) When a court orders someone not to break their contract
 - c) When two parties find they cannot complete a contract
 - d) When a claimant is allowed a claim for partial performance

- 8) What does privity of a contract mean?
- A contract is between one party and the world
 - Everyone has the right to enter a contract
 - A contract is between the two contracting parties and cannot protect a 3rd party
 - Nobody should know what the contract contains
- 9) What is wrongful dismissal?
- Dismissal was because the employee did something wrong
 - Dismissal occurs when the employee had less than 1 year service
 - An employer is in breach of contract when they attempted to terminate the contract
 - Dismissal was because the employee was a member of a union
- 10) What is Constructive Dismissal?
- Employee resigns due to employer breaching their contract
 - Employer sacks employee because of they caused trouble
 - Employee resigns due to dislike of their line manager
 - Employer sacks employee after a number of disciplinary offences

(10 marks)

SECTION 3

Discuss any **FOUR** (4) of the following concepts:

- | | |
|---------------------|------------------------|
| a) Postal Rule | e) Vicarious Liability |
| b) Ordinary share | f) Non Est Factum |
| c) Unfair Dismissal | g) Special resolution |
| d) Counter Offer | h) Redundancy |

(20 marks)

SECTION 4

Answer the questions from this section

In *Carlill v The Carbolic Smoke Ball Co.*, the defendants argued that their advertisement was not intended to create legal relations. The Court of Appeal disagreed.

Explain the difference between an offer and invitation to treat?

AND

Why do you think that the court decided that there was an intention to create legal relations?

(10 marks)

SECTION 5

Answer ONLY ONE question from this section

1.

Mindy and Joe are dining at Chez Claude restaurant. Mindy is treating Joe to lunch and orders a beef roti for Joe and a fish meal for herself.

Joe cuts a piece of the roti and eats it; when he cuts the second piece Joe notices a decomposed snail inside the roti. Joe becomes sick.

At the entrance to the restaurant and alongside the menu is a notice which contains 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 Chez Claude accepts no liability for any personal injury sustained by diners, whatever the cause."

Discuss the legal position of Mindy, Joe and Chez Claude in relation to implied terms and exclusion clauses under the law of contract

OR

2.

Discuss implied terms and exclusion clauses in contracts

(25 marks)

END OF EXAMINATION