

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

EXAMINATION SESSION : April - May 2017 Final Examination

TUTOR : Mrs. S. Herelle

PROGRAMME TITLE : Business Administration

PROGRAMME CODE : 3BS-ABA-AD

COURSE TITLE : Business Law

COURSE CODE : BUS204

CLASS (ES) : Year 2

DATE : April 28th, 2017

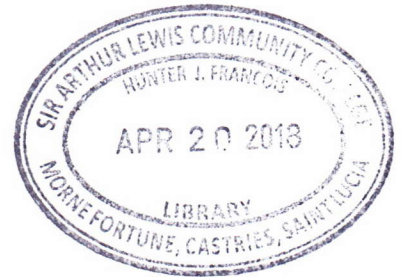
TIME : 1:00PM

DURATION : 2 Hrs.

ROOM (S) : OTW-1R-08

INVIGILATOR (S) : L. Ollivierre, S. Leon, D. Sydney

#L17



INSTRUCTIONS: Please read the instructions carefully. All answers must be clearly marked and labeled.

This paper consists of **THREE SECTIONS.**

SECTION A: Please answer on the answer booklet provided.
25 QUESTION – TOTAL: 25 MARKS

SECTION B: Please answer on the answer booklet provided.
15 QUESTION – TOTAL: 15 MARKS

SECTION C: Please answer ALL the questions on the foolscap paper provided.

4 QUESTION – TOTAL: 40 MARKS

TOTAL: 80 MARKS

Borrowing or lending is prohibited.

- ◆ 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

SECTION A TRUE OR FALSE

PLEASE ANSWER ALL THE QUESTIONS IN THIS SECTION ON THE ANSWER BOOKLET PROVIDED

1. Statutory law is passed by Parliament.
2. Criminal law is also known as public law.
3. The promise of a gift can be enforced in court.
4. If a person is hired to do some work and does not complete the work, they can expect to be paid for the work already done under the rule of Quantum Meruit.
5. When an expert makes a statement that is relied upon and the statement turns out to be false, one cannot sue for breach of contract.
6. A contract continues after it has been performed.
7. An injunction is an order made by the judge.
8. Section 13 of the Supply of Goods and Services Act 1982 is an express term in a contract of service.
9. In a wrongful dismissal the employee breaches the contract of employment.
10. Pregnancy is an unfair reason to dismiss someone.
11. Strict Liability is the same as vicarious liability.
12. Competition or the threat of competition is not considered to be “economic duress” under contract law.
13. The Privy Council resides in the UK.
14. The standard of proof in civil law is “on a scale of probabilities”.
15. An original offer will be not terminated by a counter offer.
16. Under the Unfair Contract Terms Act 1977, all exclusion clauses are void.
17. A voidable contract is no longer valid.
18. Under our judicial system judges have the power to make laws
19. Consideration is an element of a contract.
20. A crime is an offence against the individual pursued by the state in court.
21. An implied term is expressed in the contract by the law.
22. A warranty is a minor term of a contract.
23. A breach of a condition renders the contract voidable.
24. A social agreement is enforceable in court.
25. The law considers infants and the mentally ill, unfit to make a contract.

Total 25 marks

SECTION B **Multiple Choice**

PLEASE ANSWER ALL THE QUESTIONS IN THIS SECTION ON THE ANSWER BOOKLET PROVIDED

1. The following is an example of an unfair dismissal
- a. Jane leaves her job as a result of unacceptable conditions at work
 - b. Jake is dismissed for belonging to a trade union
 - c. None of the above
 - d. Both

2. The rules for strict liability are set out in the following case

- a. Padavatton v Jones
- b. Carlill v Carbolic Smokeball
- c. Donoghue v Stevenson
- d. Rylands v Fletcher

3. Carlill V Carbolic Smoke Ball defined

- a. an offer
- b. Breach of warranty
- c. Voidable contract
- d. None of the above

4. In the case of a breach of condition the following happens

- a. The contract is voidable
- b. The contract is void
- c. Both
- d. None of the above

5. The DPP is responsible for prosecuting

- a. Breaches of contract
- b. Divorces
- c. Crimes
- d. None of the above

6. A fraudulent misrepresentation is

- a. The person negligently made a false statement
- b. Knowingly made a false statement
- c. Innocently made a false statement
- d. None of the above

7. Which of the following is an example of vicarious liability
- Defective product
 - A waitress accidentally dropping a cup of coffee on a customer
 - Your dog bites your friend
 - All of the above
8. A counter offer
- Does not affect the original offer
 - Is not valid
 - Terminates the original offer
 - Only terminates the original offer when accepted
9. The exception to the Doctrine of Privity of Contract states that
- If a contract was entered on behalf of the 3rd party, then the 3rd party can sue for breach of contract
 - A minor can sue for breach of contract
 - Only the parties of the contract can sue for breach of contract
 - Nobody can sue for breach of contract
10. When a judge orders a specific performance of a contract
- The judge orders the injured party to pay compensation
 - The judge orders the party who breached the contract to fulfill their contractual duties
 - The judge orders the party who breached the contract to pay compensation
 - None of the above
11. A contract will be discharged when
- A contract has been performed
 - All parties agree to do so
 - Through Frustration
 - All of the above
12. The following is an example of a constructive dismissal
- Jane is dismissed for being pregnant
 - Jack is dismissed for belonging to a trade union
 - Donna leaves her position as a call centre operator after her complaints of sexual harassment have been ignored by her employee
 - All of the above

13. An offer can be revoked

- a. Anytime before the offer is accepted
- b. After the offer has been accepted
- c. Anytime
- d. None of the above

14. Under the rules of criminal liability the prosecution must prove:

- a. Mens rea
- b. Actus Reus
- c. Beyond any reasonable doubt
- d. All of the above

15. Exerting emotional pressure on a person is also known as

- a. Undue Influence
- b. Duress
- c. Vicarious Liability
- d. None of the above

Total 15 marks

SECTION C - STRUCTURED QUESTIONS AND ANSWER

PLEASE ANSWER ALL THE QUESTIONS IN THIS SECTION ON THE FOOLSCAP PAPER PROVIDED

1. On Monday, the Cell sent an email stating to their customers: "Latest offer...selling the latest iPads for \$1,000 each."

Johnson Ltd responds straight away: "Will take 20 but need the tablets by next week Friday".

The Cell responds the following day: "Thank you for your email which is now receiving our attention".

On Thursday afternoon, Johnson Ltd emails The Cell: "Thank you but we no longer need the tablets".

a) Can Johnson Ltd cancel the order or are they in breach of their contract? Please explain your answer? **(3 marks)**

b) Would your answer be different if the Cell's response to Johnson's email was: "no problem, we can deliver by next week Friday." **(Please explain)**

(3 marks)

c) List 4 ways in which an offer can be terminated. **(4 marks)**

TOTAL 10 marks

2. I am planning a birthday party. I intend to invite 100 people.

The person responsible for the venue assures me that 100 people will easily fit in the room.

On the day of the party it soon becomes clear that the venue only holds around 70 people.

a) Is this Misrepresentation or a breach of contract? **(Please explain)** **(3 marks)**

b) List 2 types of misrepresentation **(2 marks)**

c) What would happen if the day before the party, a flood destroyed the venue making it impossible for me to have my party? **(Please explain)** **(3 marks)**

d) List 2 other ways in which a contract can be discharged **(2 marks)**

TOTAL 10 marks

3. a) Explain the difference between a social agreement and a business agreement. (5 marks)

b) Give an example of a social agreement and a business agreement. (5 marks)

TOTAL 10 marks

4. a) Please discuss whether the following employees of Dupre Bottling Company can sue for unfair dismissal.

Fiona, who was employed by Dupre bottling company for 4 years, was dismissed, after her employer was made aware of the fact that she is pregnant.

Daniel has been dismissed on an allegation of theft.

John, left his position as manager after complaining on various occasions that the mold in his office was affecting his health. His claim was supported by a doctor's note. Dupre Bottling Company failed to do anything about the situation.

(6 marks)

b) Discuss 2 types of discrimination under Employment Law.

(4 marks)

TOTAL 10 marks

END OF THE EXAM

TOTAL: 80 MARKS