

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

EXAMINATION SESSION : May 2017 Alternate Examination
TUTOR : Mrs S Herelle
PROGRAMME TITLE : Business Administration
PROGRAMME CODE : 3BS-ABA-AD
COURSE TITLE : Business Law
COURSE CODE : BUS 204
CLASS (ES) : Year 2
DATE : May, 2017
TIME :
DURATION : 2 Hrs
ROOM (S) :
INVIGILATOR (S) :

#L18



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 and case law are the same.
2. Criminal law is also known as private law.
3. The standard of proof in criminal law is “beyond any probabilities”.
4. An original offer will be terminated by a counter offer.
5. Under the Unfair Contract Terms Act 1977, all exclusion clauses are valid.
6. A voidable contract is a valid contract.
7. Under our judicial system judges do not have the power to make laws
8. Consideration is an element of a contract.
9. A crime is an offence against the individual pursued by the individual in court.
10. An Implied term is implied in the contract by the law.
11. A warranty is a major term of a contract.
12. A breach of a condition renders the contract void
13. A social agreement is not enforceable in court.
14. The law considers infants and the mentally ill, fit to make a contract.
15. The promise of a gift cannot be enforced in court.
16. If a person is hired to do some work and does not complete the work, they cannot expect to be paid for the work already done under Quantum Meruit rule.
17. When an expert makes a statement that is relied upon and the statement turns out to be false, one may be able to sue for breach of contract.
18. A contract is discharged after it has been performed.
19. An injunction is an order made by the claimant.
20. Section 13 of the Supply of Goods and Services Act 1982 is an express term in a contract of service.
21. In a wrongful dismissal the employer breaches the contract of employment.
22. Pregnancy is a fair reason to dismiss someone.
23. Strict Liability is an automatic liability.
24. Competition or the threat of competition is considered to be “economic duress” under contract law.
25. The Privy Council resides in Jamaica.

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 is dismissed for being pregnant
 - b. Jake is dismissed for belonging to a trade union
 - c. None of the above
 - d. Both

2. Rylands V Fletcher sets out rules for
 - a. Vicarious Liability
 - b. Strict Liability
 - c. Trespassing
 - d. Personal injuries

3. When an anticipatory breach of contract occurs
 - a. The contract becomes void the moment one party announces that they will breach the contract in the very near future.
 - b. The contract becomes void when the actual breach occurs
 - c. The contract becomes voidable
 - d. None of the above

4. In the case of a breach of warranty the following happens
 - a. The contract is void
 - b. The contract becomes voidable
 - 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 strict liability
- Defective product
 - A waitress accidentally dropping a cup of coffee on a customer
 - A minor breaks a friend's Playstation
 - 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 following is an example of a constructive dismissal
- Linda is dismissed for being pregnant
 - Fidel is dismissed for belonging to a trade union
 - Sherryl leaves her position as a call centre operator after her complaints of sexual harassment have been ignored by her employee
 - All of the above
10. An offer can be revoked
- Anytime before the offer is accepted
 - After the offer has been accepted
 - Anytime
 - None of the above
11. Under the rules of criminal liability the prosecution must prove:
- Mens rea
 - Actus Reus
 - Beyond any reasonable doubt
 - All of the above
12. A threat of competition is an example of
- Undue Influence
 - Duress
 - Vicarious Liability
 - None of the above

13. The exception to the Doctrine of Privity of Contract states that

- a. If a contract was entered on behalf of the 3rd party, then the 3rd party can sue for breach of contract
- b. A minor can sue for breach of contract
- c. Only the parties of the contract can sue for breach of contract
- d. Nobody can sue for breach of contract

14. When a judge orders a specific performance of a contract

- a. The judge orders the injured party to pay compensation
- b. The judge orders the party who breached the contract to fulfill their contractual duties
- c. The judge orders the party who breached the contract to pay compensation
- d. None of the above

15. A contract will be discharged when

- a. A contract has been performed
- b. All parties agree to do so
- c. Through Frustration
- d. All 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. a) A customer in a shop sees a bag bearing a \$150 price tag. The shop assistant says that the price tag should read \$250. Can the customer insist on buying the bag for \$150? **(Please explain)** **(3 marks)**
- b) Would your answer be different if the error was brought to the customer attention after the customer had paid for the bag? **(Please explain)** **(3 marks)**
- c) List 4 ways in which an offer can be terminated. **(4 marks)**

TOTAL 10 marks

2. 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

3. Stacy wants to rent a room close to the college. She is reliant on public transport and asks the Landlord how far away the bus stop is. The landlord answers that the bus stop is a 5 minute walk from the house.

Turns out that the bus stop is over 30 minutes away from the house

- 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 Stacy were to move in, a hurricane destroyed the property making it impossible for Stacy to move in? What would happen if the day before Stacy were to move in, a hurricane destroyed the property, making it impossible for Stacy to move into the property. **(Please explain)** **(3 marks)**
- d) List 2 other ways in which a contract can be discharged **(2 marks)**

(2 marks)

TOTAL 10 marks

4 a) Discuss 2 types of unlawful dismissals and give an example of each one.

(5 marks)

b) Discuss two types of discrimination in the workplace and give an example of each one.

(5 marks)

TOTAL 10 marks

END OF THE EXAM

TOTAL: 80 MARKS