

***** Answer only on the COMPUTER SCORED ANSWER SHEET *****

This is a **CLOSED BOOK** examination. No study material permitted. Bilingual dictionaries in book form, un-annotated, are permitted. All forms of electronic devices, including mobile phones, electronic dictionaries and calculators are prohibited. All questions are of equal value. Students must bring their own pencil and eraser. Only choose **ONE** answer per question. Choose the most appropriate, accurate or correct answer. Improperly or illegibly answered questions will count for zero marks. Students **MUST RETURN** all examination question sheets along with the answer sheet. Failure to return all examination question sheets and the answer sheet will result in a grade of zero on this exam.

1. "I complied with the provisions of the law" may be a valid defence in the forum of public opinion where:
 - a) The law has been unchanged for years;
 - b) Your industry is a monopoly and public opinion cannot hurt your sales;
 - c) The law reflects the current sentiments and beliefs of the population;
 - d) You live in a democratic country;
 - e) None of the above answers is true.
2. Which of the following were important factors in the Copyfax case judgment?
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 - a) The fact that the contract was a contract of adhesion;
 - b) The fact that the contract was an onerous contract;
 - c) The fact that there was an abusive clause;
 - d) (a) and (c);
 - e) None of the above.
3. What is an interlocutory injunction?
 - a) A court order issued after the trial judge has heard all the evidence in a case and renders a final judgment;
 - b) A court order issued after a court action is instituted and remains in force until final judgment is rendered;
 - c) A court order normally rendered before a court action is instituted and if granted lasts for ten days;
 - d) None of the above.
4. Which of the following is true regarding the term "capacity to contract"?
 - a) It refers to the fact that a person must consent to a contract in a free and enlightened manner;
 - b) It refers to the fact that contracts must be free of error, fear or lesion;
 - c) It refers to the fact that parties must be adults to enter into most contracts of importance;
 - d) It refers to the fact that contracts must be in writing.

5. Your company is based in Montreal, where you physically work. The company signed a contract to manufacture products for sale in Country X. Country X has much weaker product safety standards than those that exist in Canada. Based on ethical principles, your company should ensure that the products produced for sale in Country X comply with:
- ☒ a) Canadian product safety standards;
 - b) Country X' product safety standards;
 - c) Neither Country X nor Canadian product safety standards;
 - d) Have the purchasers sign a waiver so that they cannot sue ;
 - e) None of the above answers is true.
6. Which of the following best describes the term "contract of adhesion"?
- a) It refers to contracts where only one of the parties has an obligation toward the other;
 - b) It refers to contracts where there is an abusive clause;
 - c) It refers to contracts where there is an intentionally illegible or incomprehensible clause ;
 - ☒ d) None of the above.
7. What is the difference between the liability resulting from the rules in articles 1457 and 1458 of the Civil Code of Quebec?
- ☒ a) 1458 CCQ deals with liability of corporations and 1457 CCQ deals with liability of individuals; *Persons*
 - b) 1458 CCQ deals with material damages and 1457 CCQ deals with bodily and moral damages; *Corporation*
 - c) 1458 CCQ deals with material, moral and bodily damages and 1457 CCQ deals with punitive damages;
 - ☒ d) 1458 CCQ deals with damages resulting from contracts and 1457 CCQ deals damages resulting from personal conduct.
8. Hasanie claimed that the actions of his employer left him with no option but to try to find a new job, any way possible. This legal argument is referred to as:
- a) Harassment;
 - b) Bad faith termination;
 - ☒ c) Constructive dismissal;
 - d) Dismissal without cause.
9. A purchaser who is the victim of error resulting from fear or fraud can request which of the following remedies according to the Civil Code?
- a) Only monetary damages;
 - b) The specific performance of the contract and damages;
 - c) Only the reduction of the sale price;
 - ☒ d) The annulment of the contract and damages.
10. Which of the following is true regarding interpretation of contracts?
- ☒ a) Contracts of adhesion and consumer contracts require interpretation in favour of the adhering party and the consumer.

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10. Which of the following is true regarding interpretation of contracts?
- ☒ a) Contracts of adhesion and consumer contracts require interpretation in favour of the adhering party and the consumer;
b) Only contracts of adhesion and consumer contracts require interpretation;
c) Contracts which are clear do not require interpretation;
d) Both (a) and (c).
11. Which of the following is correct regarding the conclusions of the Peter vs. Fiasche case?
- a) The contract was signed under error resulting from fraud and therefore was annulled by the court on that basis;
b) The contract was signed under error resulting from fraud and the Plaintiffs received damages as a result of the error;

COMM 315 FINAL

- ☒ c) The cause of the contract was illegal and therefore the contract was annulled;
- d) The cause of the contract was illegal but the contract could not be annulled because the Plaintiff was a willing participant in the illegal bargain.

12. To determine the scope of a person's obligation to act in a reasonable manner and not to harm others, one needs to:

- I) Examine the statutory legislation; *true*
- II) Take into consideration ethical principles; *true*

Which one of the following answers is correct?

- a) Only I) is true;
- b) Only II) is true;
- ☒ c) Both I) & II) are true;
- d) Neither I) or II) is true.

13. Which of the following illustrates a fundamental difference between contracts of employment and contracts for services?

- a) Employees get paid more than contractors;
- b) Contractors possess more knowledge than employees;
- ☒ c) Contractors are not subordinate to their clients;
- d) Employees are not subordinate to their employers.

14. In the Farmakis vs. Canadian Tire case, what defect was alleged by the Plaintiff regarding the ladder purchased at Canadian Tire?

- a) The ladder was affected by a physical manufacturing defect; ✓
- b) The ladder deteriorated prematurely; ✓
- c) The manufacturer failed to adequately warn of the risks reasonably associated with the use of the ladder; ✓
- ☒ d) Both (a) and (c).

15. Which of the following is correct regarding the validity of clauses in contracts providing for the exclusion of liability for damages?

- a) Clauses providing for the exclusion of liability for material damages are valid in all cases;
- b) Clauses providing for the exclusion of liability are only valid for moral damages;
- c) Clauses providing for the exclusion of liability for damages for bodily injury are valid except in the case of intentional or gross negligence;
- ☒ d) Clauses providing for the exclusion of liability for material damages are valid except in the case of intentional or gross negligence.

16. Which of the following is correct regarding the court's conclusions in the Walford vs. Jacuzzi case?

- a) The swimming pool slide was affected by a manufacturer's defect;
- b) The swimming pool was affected by a manufacturer's defect;
- c) The swimming pool slide was not installed by a professional therefore defects are not covered;
- ☒ d) None of the above.

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17. Which of the following is correct regarding the validity of signs/notices providing for the exclusion of liability for damages?

- a) Such notices are always valid if there is a contract between the two parties;
- ☒ b) Such notices are never valid even if the other party was aware of the existence of the notice;
- c) Such notices are only valid in respect of third parties as warnings of danger;
- d) Such notices are never valid in respect of third parties.

COMM 315 FINAL

18. A written document commonly referred to as a Code of Conduct is given to all company employees so that:

- a) The employees can calculate their salary increases and vacation pay; ✗
- b) Job descriptions can be clearly defined; ✗
- c) Guidance can be provided with regards to ethical behaviour; ✓
- d) All of the above answers are true; ✗
- e) None of the above answers is true. ✗

19. Which of the following is correct regarding the court's conclusions in the Harris vs. Ostromogilski case?

- a) Ostromogilski was not liable for punitive damages because there was no Charter violation; ✗
- b) Ostromogilski was liable for punitive damages because there was a Charter violation and a punishment needed to be imposed; ✗
- c) Ostromogilski was not liable for punitive damages, although there was a Charter violation, as he had already been punished; ✓
- d) Ostromogilski was liable for punitive damages because there was a Charter violation and it was an intentional act. ✗

20. In the Cott Beverages case, what was the defect in the bottle?

- a) The bottling machine had capped the bottle with too much torque; ✓
- b) The bottle cap was of poor quality and easily popped off; ✗
- c) The no name cola had too much carbon dioxide and caused excessive pressure; ✗
- d) There was no defect because the Plaintiff used a nutcracker to open the bottle. ✗

21. Which of the following is correct regarding the case of Walker vs. Singer?

- a) Walker was granted damages for his reputation for the false complaint of sexual assault; ✗
- b) Walker was granted moral damages for his stress and inconvenience; ✗
- c) Walker was granted punitive damages for the intentional violation of his rights resulting from the false complaint of sexual assault; ✗
- d) All of the above. ✓

22. Which of the following is true of the employee's duty of loyalty to his employer:

- a) There must be a contract in writing for the obligation to apply; ✗
- b) The contract must clearly state what information is confidential and how long the obligation of confidentiality will be in force; ✗
- c) Only management employees must act in the best interest of their employer and avoid conflicts of interest; ✗
- d) All employees must act in the best interest of their employer and avoid conflicts of interest. ✓

23. Which of the following is an advantage for an employer to use a Contract for Services rather than an indeterminate term Contract of employment?

- a) Under the contract for services, employers do not need to give a notice of termination to terminate the employee at the end of the fixed term. ✓

- b) Ostromogilski was liable for punitive damages because there was a Charter violation and a punishment needed to be imposed;
- c) Ostromogilski was not liable for punitive damages, although there was a Charter violation, as he had already been punished;
- d) Ostromogilski was liable for punitive damages because there was a Charter violation and it was an intentional act.

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- a) Under the contract for services, employers do not need to give a notice of termination to terminate the employee at the end of the fixed term; ✓
- b) Under the contract for services, employers do not need to give a notice of termination because they are not hiring employees; ✓
- c) Under the contract for services, employers have more control over how the work is carried out; ✓
- d) Under the contract for services, employees earn more money because the employer must pay them to the end of the term in the event of termination.

COMM 315 FINAL

24. In the Dr. King case, why did she not receive any punitive damages for psychological harassment?

- a) The court felt that moral damages were sufficient; ✓
- b) Dr. King waited too long before suing;
- c) Dr. King forgot to ask for punitive damages for psychological harassment;
- d) Dr. King sued under the CCQ which does not allow for punitive damages. ✓

25. Ethical principles are important because they:

- a) Can assist in the creation of new laws; ✓
- b) Are only relevant where the law is silent; ✓
- c) Are a defence for illegal activities; ✓
- d) All of the above answers are true;
- e) None of the above answers is true.

26. A contract is formed when and where

- a) An offer is accepted by an acceptor who makes an inexcusable error; ✓
- b) An offer is accepted after it has been publicly revoked by the offeror;
- c) An offer is accepted by an acceptor who has been threatened with an abuse of power;
- d) None of the above. ✓

27. A non-competition clause in an employment contract will be enforceable only if

- a) It is limited only to a single city for less than a year; ✓
- b) The employer can prove that it is limited so as to protect his legitimate interests; ✓
- c) It is clearly indicated in the employment contract in advance;
- d) The contract was resiliated without serious reason by the employer.

28. Determining the amount of punitive damages in employment law is characterized by all of the following, except:

- a) Serves as a preventative role;
- b) Will depend on the gravity of fault; ✓
- c) Will depend on the debtor's financial situation; ✓
- d) All of the above are factors in determining the amount.

29. What is the maximum notice an entry level employee can get for being fired?

- a) 8 weeks under the Labour Standards Act (LSA);
- b) 10 weeks under the LSA;
- c) 6 weeks under the LSA;
- d) No maximum notice is set under the LSA.

30. Calculation of a reasonable time under art. 2091 CCQ, for a notice of dismissal, is based on all of the following except:

- a) Duration of the employment;
- b) Employee's past performance;

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COMM 315 FINAL

- a) Only I) is true;
- b) Only II) is true;
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32. Which of the following people can argue lesion to nullify a contract?

- a) An adult taken advantage of who can't afford a purchase;
- b) Any adult;
- c) A minor;
- d) All of the above.

33. On the school bus one day, Brian (12 years old) and Steven (13 years old), started pushing Danny (12 years old) around. Danny fell, hitting his eye and causing a deep wound. As a result, Danny loses the use of his right eye. It is uncertain who caused Danny to fall. Which statement is accurate?

- a) Brian and Steven will pay in proportion to their fault;
- b) Brian and Steven will pay an equal proportion;
- c) Brian and Steven will be held solidarily responsible;
- d) None of the above because they are minors.

34. Which of the following does not offer the possibility to argue the defence of victim's fault as a way of avoiding responsibility?

- a) Liability for acts of a thing;
- b) Liability for agent;
- c) Liability for acts of an animal;
- d) All of the above offer the possibility to argue victim's fault as a defence.

35. Brian, who is 14 years old, starts his parents' lawn tractor and accidentally shifts it into drive, causing him to run into an oncoming bicycle rider as Brian exited the driveway. Who can be held responsible?

- a) Neither Brian nor his parents
- b) Only Brian
- c) Only Brian's parents
- d) Both Brian and his parents

36. Which of the following statements are true?

- a) There is a relationship of subordination between a contractor and his client;
- b) An employer instructs, directs, and controls the work of his employee;
- c) An employee is free to choose the means of performing the work;
- d) All of the above are true;
- e) Only (b) and (c) are true.

37. Which of the following statements are true of non-compete clauses in Quebec?

- a) Non-compete clauses are in all cases illegal in Quebec;
- b) The employee must prove that the non-compete clause is invalid;

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37. Which of the following statements are true of non-compete clauses in Quebec?

- a) Non-compete clauses are in all cases illegal in Quebec;
- ☒ b) The employee must prove that the non-compete clause is invalid;
- c) Public order prohibits the use of non-compete clauses in Quebec;
- d) Only (a) and (c) are true;
- e) None of the above answers is true.

38. The process of ethical decision making:

- I) Promotes a win-win solution for all parties;
- II) Supports the principle that the stronger party will have more power to assert its will.

Which one of the following answers is correct?

- a) Only I) is true;
- b) Only II) is true;

COMM 315 FINAL

- c) Both I) & II) are true;
- ☒ d) Neither I) or II) is true.

39. Which of the following rights are public order rights?

- a) An employee's right to obtain reasonable notice when his contract of indeterminate term is terminated without a serious reason; ✓
- b) An employee's right to obtain reasonable notice when his contract of indeterminate term is terminated with a serious reason; ✓
- c) An employee's right to receive minimum notice under the Labour Standards Act;
- ☒ d) Only (a) and (c) are public order rights; ✓
- e) None of the above is a public order right.

40. What is the delay to send a written complaint for psychological harassment to the Labour Standards Commission?

- a) 30 days from the last incident of psychological harassment;
- b) 45 days from the last incident of psychological harassment;
- c) 60 days from the last incident of psychological harassment;
- ☒ d) 90 days from the last incident of psychological harassment; ✓
- e) There is no delay in which to send a written complaint.

41. Where a law is silent on an issue:

- I) Judges will be very reluctant to render a decision; ✓
- II) Judges are often guided by ethical considerations.

Which one of the following answers is correct?

- a) Only I) is true;
- b) Only II) is true;
- ☒ c) Both I) & II) are true;
- d) Neither I) or II) is true.

42. Why was Mr. Hasanien not given reasonable notice when he was terminated?

- a) His right to reasonable notice was prescribed because he waited too long; ✗
- b) He was not entitled to reasonable notice because he had a fixed term contract;
- ☒ c) He was not entitled to reasonable notice because he breached his fiduciary duty; ✓
- d) His job became redundant and under such circumstances the employer was allowed to terminate his employment without giving him reasonable notice; ✗
- e) Both (c) and (d) are correct answers. ✗

43. Why when annulling a contract for an excusable error are damages not available to the person requesting annulment?

- a) Excusable error is not a reason to annul a contract; ✓
- b) Damages are only available when there is an inexcusable error; ✓
- c) Damages are only available when the error is unintentional; ✗
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- c) Damages are only available when the error is unintentional;
- d) Both (b) and (c)
- ☒ e) None of the above.

44. Error occasioned by fraud through silence was discussed in which case?

- a) Medicom;
- b) Copifax;
- c) Cineplex;
- d) Dube;
- ☒ e) None of the above.

COMM 315 FINAL

45. Regarding the relationship between law and ethics:

- I) Where an issue is addressed in a written law, one shall not take ethical principles into consideration;
- II) The rules of law are to be applied in business, and rules of ethics are to be applied in one's private life.

Which one of the following answers is correct?

- a) Only I) is true;
- b) Only II) is true;
- c) Both I) & II) are true;
- d) Neither I) or II) is true.

46. When are punitive damages available in civil liability cases?

- a) When there is an intentional fault and some other form of punishment was imposed upon the wrongdoer;
- b) When there is a simple fault and some other form of punishment was imposed upon the wrongdoer;
- c) When there is an intentional fault and no other form of punishment was imposed upon the wrongdoer;
- d) When there is a simple fault and no other form of punishment was imposed upon the wrongdoer;
- e) None of the above.

47. The manufacturer of a defective product is not liable for damages it causes:

- a) When the victim misuses the product;
- b) When the victim did not read detailed safety instructions on the product;
- c) When the victim has intrinsic expert knowledge of the product;
- d) All of the above;
- e) None of the above.

48. Who is liable when the neighbor's cat digs a two foot deep hole on your property exposing electrical cables that the cat then chews on exposing the copper wire which short circuits and causes a fire in your house?

- a) You because the wires were not insulated correctly;
- b) The cat is liable;
- c) The neighbor is liable;
- d) You are liable because you do not have a cat proof fence;
- e) Both (a) and (d)

49. In cases where it applies, how is liability apportioned?

- a) Based on the seriousness of the damage caused to the victim;
- b) Based on the seriousness of the causation between the fault and damage;
- c) Based on the seriousness of the fault of each of the faulty parties;
- d) Based on the faulty parties ability to pay the damage caused;
- e) None of the above.

50. Manufacturers have an ethical obligation to produce products free of safety defects

- a) When there is an intentional fault and no other form of punishment was imposed upon the wrongdoer;
- b) When there is a simple fault and some other form of punishment was imposed upon the wrongdoer;
- c) When there is an intentional fault and no other form of punishment was imposed upon the wrongdoer;
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- d) Based on the faulty parties ability to pay the damage caused;
- e) None of the above.

50. Manufacturers have an ethical obligation to produce products free of safety defects because:

- I) They have a duty not to cause harm;
- II) They have better knowledge about the products than do consumers.

Which one of the following answers is correct?

- a) Only I) is true;
- b) Only II) is true;
- c) Both I) & II) are true; ✓
- d) Neither I) or II) is true.

