



commerce
undergraduate
society

COMMERCE MENTORSHIP PROGRAM

MIDTERM REVIEW SESSION

COMM 393



PREPARED BY

MELINA AMIRSHARAFI



@ubccmp



@ubccmp



<http://cmp.cus.ca>

TABLE OF CONTENTS



GENERAL ADVICE	3
RELEVANT CASE LAW	4
PRACTICE PROBLEM 1: CHARTER OF RIGHTS & FREEDOMS	5
PRACTICE PROBLEM 2: INTENT, OFFER, ACCEPTANCE	6
PRACTICE PROBLEM 3: CONSIDERATION & EQUITABLE ESTOPPEL	7
PRACTICE PROBLEM 4: CAPACITY	8
PRACTICE PROBLEM 5: LEGALITY	9
PRACTICE PROBLEM 6: MISREPRESENTATION	10
PRACTICE PROBLEM 7: UNCONSCIONABILITY	11
PRACTICE PROBLEM 8: INTERPRETATION	12



@ubccmp



@ubccmp



http:// cmp.cus.ca

GENERAL ADVICE

Before the Exam

1) Practice, Practice, Practice!

- The more practice exams you do, the more you will be familiar with various applications of course concepts

2) Summarize Your Notes

- It is very helpful to create a summary of the **definitions**, **requirements** and **relevant case law** of each concept. It's a great way to review, and an awesome resource to look back on while you take the exam.


During the Exam


3) Read Carefully!



- Law exams are a time crunch, and the questions are FULL of long text. It is very easy to miss important details.
- Always start with the question, read line by line and jot down a quick timeline. That way, you can minimize the amount of time it takes for you to understand what the question is asking for.

4) In All Answers, Make Sure You Have:

- Identification of key issue
- Explanation of relevant law
- Application of relevant law to the scenario
- Mention of relevant case law (name drop!)
- Brief conclusion (does not always have to be definitive)

 @ubccmp

 @ubccmp

  [http:// cmp.cus.ca](http://cmp.cus.ca)

RELEVANT CASE LAW

Liebmann v. Canada – CHARTER OF RIGHTS

Carlill v. Carbolic Smoke Company - INTENT / UNILATERAL CONTRACTS

Rudder v. Microsoft – YOU ARE BOUND BY WHAT YOU SIGN + JURISDICTION

Douez v. Facebook – BC PRIVACY ACT / FORUM

Livingston v. Evans – COUNTER OFFER AT OLD PRICE / RENEWAL OF ORIGINAL OFFER

Hood v. Enwin – POSTAL ACCEPTANCE RULE

Caliguiri v. Tumillo – CONSIDERATION

Dukes Cookies v. AMS – EQUITABLE ESTOPPEL CRITERIA

Tulsa Heaters Inc v. Syncrude Canada Ltd. – EQUITABLE ESTOPPEL

Maksymetz v. Kostyk – LEGALITY / CLEAN HANDS

Phoenix Restorations v. Brownlee Ltd. – RESTRICTIVE COVENANT CRITERIA

Collins v. Dodge City East – NEGLIGENCE MISREPRESENTATION

Werle v. Sask. Energy Inc. – FRAUDULENT MISREPRESENTATION

Buckwold Western Ltd. v. Sager – UNDUE INFLUENCE

Re Collins – CAPACITY, INFANTS ACT

Mackey v. Cesar - UNCONSCIONABILITY / UNDUE INFLUENCE

**BKDK Holdings Ltd. v. 692831 B.C. - INTERPRETATION/
STRICT & LIBERAL APPROACH / AVOIDING ABSURD
RESULTS**



@ubccmp



@ubccmp



cmp.cus.ca

PRACTICE PROBLEM 1

As a seasoned professional with over 10 years experience in cyber security, 31 year old Penny believed that she had found her most exciting career prospect yet: becoming chief technology officer at The Bank of Canada. In preparation for her interview, she created the most brilliant plan for the bank's IT strategy and impressed the recruiters to the point of giving her an employment offer straight away.

Yet, before she had the chance to accept, the BC provincial government passed a law stating "All senior management positions in crown corporations must be at least 40 years old." As a result, the recruiters took back their offer immediately and Penny was left furious.

A) Frustrated by this event, Penny decided to commence an action against the government and protect her charter rights from infringement. Will Penny be successful?

B) Would Penny succeed if her action is against Meekrosoft, a large tech corporation?



@ubccmp



@ubccmp



cmp.cus.ca

PRACTICE PROBLEM 2

Ever since Erica moved to Toronto, her creativity flourished! She created her own small business, in which she sold a variety of hand-made accessories with fun, intricate designs. For her first collection, she released a line of bubble tea-themed hair scrunchies on May 1st and marketed them on her website as \$25 each. To buy a scrunchie, customers would have to e-mail Erica with their information.

Soon, the demand for her scrunchies skyrocketed - and with Erica being a busy student, she could not afford to spend any more time making scrunchies. She decided to notify her customers on her website that her bubble tea scrunchie collection would no longer be sold after June 2nd.

On May 25th, Vicky emailed Erica and asked whether she can reduce her price- shipping to Vancouver made the scrunchies very expensive.

But knowing that her margins were already very thin, Erica wrote back on May 26th, politely declining.

On May 29th, Vicky called Erica to let her know that she would buy a pink scrunchie for \$25. However, at that point, Erica had no more stock left and told Vicky that she would no longer be able to sell the scrunchie to her.

A) Assess Vicky's legal rights with regards to the sale of the pink scrunchie. Can she sue Erica for the scrunchie?

B) Assume that a binding contract exists between Erica and Vicky - and Vicky would like to sue Erica due to breach of contract. Which jurisdiction's laws would apply? Ontario (Toronto) or BC (Vancouver)?



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 3

On October 20th, Rachel visited the Berries & Kream Café, excited to place a big catering order for custom cheesecake. “I’m planning on throwing the biggest Halloween party of the year!” She said excitedly. “My crush will be there - and I’m planning on impressing him by serving the best cheesecake in town!” The head pastry chef at Berries & Kream, Peter, was equally excited. This order was great for his business.

Rachel and Peter agreed that he would deliver 150 mini cheesecakes in the afternoon of October 30th, in exchange for \$1,000. Peter immediately got to work, but he came to realize that he had made a big mistake. Berries & Kream was serving at a conference for the entire week leading up to Halloween. They did not have enough time or employees to make Rachel’s cheesecakes on time.

After raising this issue to Rachel, Peter was relieved to hear that she was okay with him delivering the cheesecakes on October 31st instead. Quickly, he used all of the company’s monthly earnings to hire temporary help. He hoped that he would get that money soon, as Berries & Kream had rent due very soon.

Although she was okay with extending the delivery date and moving her event from the 30th to the 31st, Rachel realized that she was taking a huge risk. Her crush was popular - and she was afraid that he would be too busy to attend her party on the actual night of Halloween! Horrified, she called Peter on October 29th and told him that she would still need the cheesecakes by October 30th, per their original contract. Peter refused, claiming that it was impossible and would go against their new contract. Rachel ended up cheesecake-less and went unnoticed by her crush... so she decided to sue Peter for breach of contract.

A) Explain each party’s legal obligations and discuss whether the doctrine of Equitable Estoppel can be used to defend Peter from this claim.



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 4

At the young age of 17, Joanna believed that she had found her one-way ticket to Hollywood stardom!

She had auditioned for the role of Gwyneth in NetFlick's "Beaver Games", the Canadian spinoff of the South Korean series based on squids. After seeing her recite Gwyneth's lines with passion, the casting directors called Joanna *brilliant*. Soon enough, she found herself signing a contract and being hired for the role.

The next day, she received a call from Director Jim Barry at 6 AM: "Hey kiddo, looks like we made a mistake in our casting decisions. We're going to have to give your role to someone else. Don't worry about the contract - you're still a minor so it's automatically void." Joanna was heartbroken and couldn't believe the contract was gone so easily.

A) Assess Joanna's legal rights with regards to the contract she signed with Netflicks. Can she sue Netflicks?

B) Assume that Netflicks has asked Joanna's parents to sign a waiver, confirming that they will not be responsible if anything were to happen to Joanna on set. If Joanna were to be injured, who would be responsible?



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 5

Three years ago, Cathie was a recent culinary arts graduate who was desperate to enter the job market and showcase her talents in the art of making spaghetti. She networked like a pro on LinkedIn- and after a few months, managed to land herself a job as a spaghetti chef in Ramsay Gordon's restaurant in downtown Vancouver called "Heaven's Kitchen". While signing the contract, she did not bother to read the documents in detail; however, her eyes did catch the following clause:

Cathie, (the "Employee") agrees that during her employment and for a period of 10 years from the date she ceases to be employed by Heaven's Kitchen Inc., shall not provide any culinary services, whether as an employee, owner or otherwise, to any entity that provides culinary, patisserie or gastronomy services or is engaged in any business competitive to the business of Heaven's Kitchen within Canada.

After three stressful years at Heaven's Kitchen, Cathie finally quit. It was only two months later that Cathie was able to buy her own little restaurant in Whistler and run it as a specialty spaghetti house. Fortunately, business boomed! But unfortunately, she was informed that Heaven's Kitchen Inc. will be seeking an interlocutory injunction in order to enforce the clause in her contract and stop her business.

A) Define 'Interlocutory Injunctions'.

B) Discuss whether Heaven's Kitchen will be successful with reference to case law.



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 6

Melody is a drummer and percussionist at the Vancouver Symphony Orchestra, performing in front of thousands of people each year. As the leader of the rhythm section, she is in charge of keeping all the other instruments at the same tempo. Therefore, it is important for her to have the best drumsticks on the market.

While shopping for new sticks at Short & McQuade, she makes sure to ask a sales representative, Dave, for a product that is durable long-term and does not break easily. Dave, being a professional drummer himself, picks out a pair of the DG200s sticks: “These just arrived in yesterday, and they’re the best quality we’ve got. They might be a bit pricey, but they’re nearly break proof!” Melody trusts Dave’s advice, purchases the sticks, and uses them for the first time on stage. However 10 minutes into her performance, the sticks break, causing the entire orchestra to mess up the show.

A) Asses Melody’s legal rights in this situation. What are her remedies, if any?



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 7

Henry is an 80-year old grandpa to 9 amazing grandchildren, but ever since they all left for university, he has been pining to see and talk to them again. After asking around the community, he found out that the best way to do so is through the internet. He called SHELLUS Internet Services and asked them to give him a good plan.

The SHELLUS representative explained all the great things that they offer - and managed to get Henry to purchase the highest tier of service. When Henry's daughter Lydia stops by to visit, she is furious to hear that her father is on a 2-year contract with SHELLUS, paying a cool \$1200 each month! She herself had a plan with SHELLUS, and she was only paying \$100 maximum for her family of 5.

A) With reference to relevant law, discuss whether it would be possible for get Henry out of this contract.

B) How does undue influence differ from unconscionability?



@ubccmp



@ubccmp



http:// cmp.cus.ca

PRACTICE PROBLEM 8

During summer, the Andersons finally made the decision to leave their home in Texas and move to Richmond, BC. While their new house was great, it came with a big flaw: It had no heating system. On the bright side, the Andersons weren't worried. In their lease agreement with the landlord, they made sure to include a term stating "the landlord will install a brand new heating system once the weather gets cold, in exchange for a \$500 flat fee".

In early September, the Andersons started experiencing the Canadian cold for the very first time and found themselves shivering as temperatures dropped down to 17 degrees. They called their landlord and demanded why he had not installed the heating system, to which he replied: "What do you mean? This is BBQ weather! I can't install one until it *actually* gets cold."

A) Explain the court process the Andersons would have to go through in order to clarify this matter.



@ubccmp



@ubccmp



cmp.cus.ca