



commerce
undergraduate
society

COMM 393: COMMERCIAL LAW MIDTERM REVIEW SESSION

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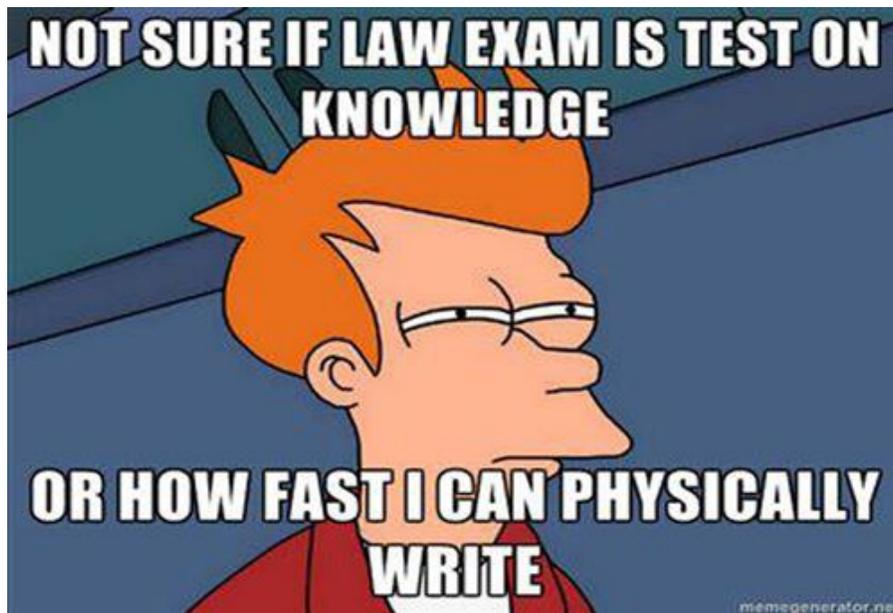


INTRODUCTION

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Accounting and Marketing Co-op

- COMM 393 Final Grade: 90%
- Current and Past Involvements: Sauder Campus Ambassador, Student Advisory Committee (COMM 202), COMM 296 TA, UBC TACS Volunteer, and now COMM 393 Academic Advisor with CMP



GENERAL ADVICE

Cases

- Be sure to review your case briefs and notes
- Refer to your course outline and make sure you know the law that applies to each particular case
- Then write out the law and apply it when you answer questions

Legal Reasoning Framework

- **ISSUE:** What is the legal problem you are being asked to solve? (Usually at the end of each paragraph)
 - **LAW:** Give a clear statement of the legal principle learned in this course. State the source if it is a case you have studied in class.
 - **APPLICATION:** Look back to the facts and apply the law to those facts. Develop arguments for BOTH sides!
 - **CONCLUSION:** Decide what the outcome would likely be. If it is debatable, say so and give reasons.
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- Memorize and Practice, Practice, Practice!



THE CONSTITUTION ACT & CHARTER OF RIGHTS AND FREEDOMS

Related Cases:

- LIEBMANN v. CANADA

Practice Problem:

Hillary has always dreamed of becoming an investment banker after graduating from Sauder. She applied for an investment banking job at company ABC and got the position. After hearing about this after coming back from vacation in China, the CEO, Donald, decided to fire her immediately. He told Hillary his sole reason for doing so was because he does not like having women, particularly unattractive women, working at ABC, despite Hillary having all of the necessary qualifications. Her friend Bill told Hillary to sue ABC under the Charter of Rights and Freedoms. Will Hillary succeed in her claim?



INTENT, OFFER, WRITING & ACCEPTANCE

Related Cases:

- CARLILL V. CARBOLIC SMOKE BALL COMPANY
- R V. 279707 ALBERTA LTD
- RUDDER V. MICROSOFT CORP
- MONTANE VENTURES V. SCHROEDER

Practice Problem:

On October 1st, 2016, Patrick made a posting in the local newspaper for a car he's selling for \$1500. On Oct. 4th, 2016, Spongebob sent a letter to Patrick saying that he was interested in buying it for \$1200.

On Oct. 5th 2016, Patrick wrote back to Spongebob saying that the price for the car was final, and would sell it to him if he agrees to pay \$1500. In the letter, Patrick stated that Spongebob would have until Oct.12th, to accept the offer. Spongebob receives this letter on Oct. 6th, and decides to think about it. He decides to take the deal and sends a letter to Patrick saying that he accepts on Oct. 11th along with a cheque for \$1500, which Patrick receives on October 13th.

Meanwhile, Patrick becomes restless waiting for Spongebob and receives a call from Mr.Krabs saying that he'll buy the car for \$2000 on October 10th if Patrick accepts immediately. Patrick accepts, and sends a letter to Spongebob saying that he has already sold the car and would not wait for Spongebob any longer on Oct.11th which Spongebob receives on Oct.13th.

- a. Do Spongebob and Patrick have a contract?
- b. Is there a contract between Patrick and Mr. Krabs?
- c. What would Patrick's legal rights be if Spongebob did not receive his revocation letter until Oct.15th, 2016?



CONSIDERATION & PROMISSORY ESTOPPEL

Related Cases:

- CALIGUIRI V. TUMILLO
- TULSA HEATERS INC V. SYNCRUDE CANADA LTD
- 6781427 HOLDINGS LTD V. ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA

Practice Problem:

Arthur's Car Wash (ACW) provides professional luxury car washing services. A customer, Francine, comes to ACW and wants to get her Lamborghini washed. Arthur and Francine sign a contract for a sum of \$5000. The contract states that this fee includes a standard wax and wash service. While washing the car, ACW realizes that the Lamborghini is a special model which requires a premium wax that costs an additional \$1000. ACW needs this premium wax in order to complete the contract. ACW approaches Francine for the \$1000 to which she replies, "Yeah, sure whatever." ACW thus buys this premium wax and proceeds to wash Francine's car.

- a. Is Francine legally obligated to pay the \$1000 to ACW?
- b. After ACW is done with the car wash, Francine picks up the car and pays the \$5000 but says that she never really promised to pay the additional \$1000 and refuses to pay it. Would ACW have a successful claim for the \$1000?



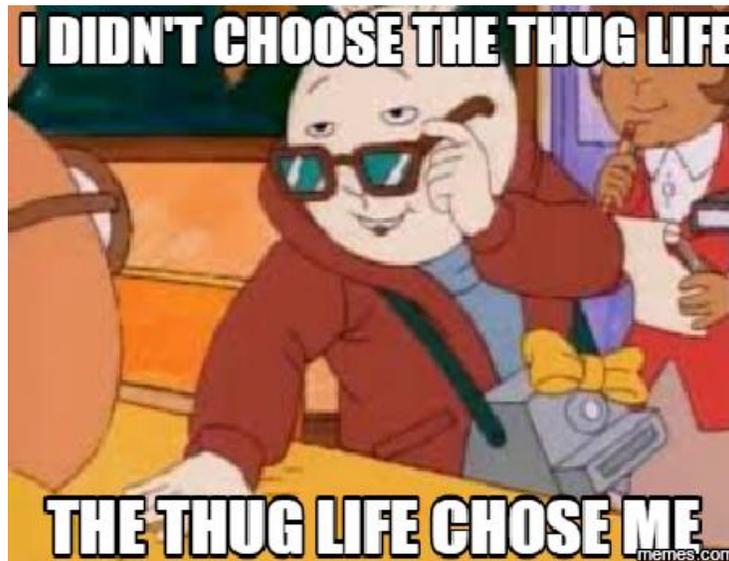
CAPACITY

Related Cases:

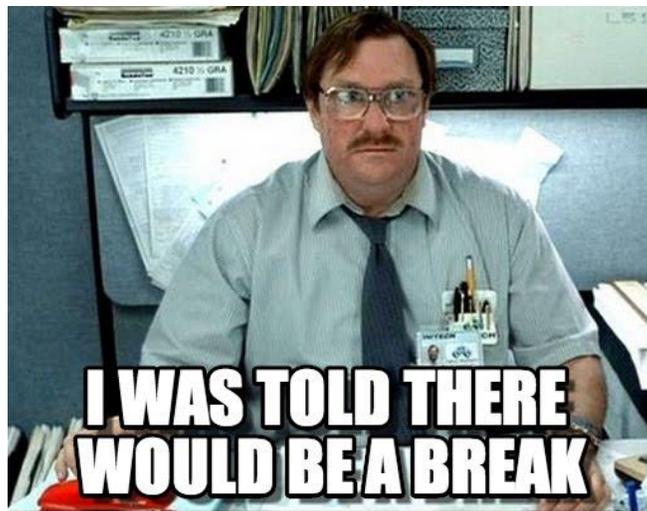
- RE COLLINS

Practice Problem:

Grade 7 Buster is looking for a brand new bike. He goes to Elmwood City Bikes and signs a contract on June 1st, 2016 to buy a new bike the following week on June 8th for \$200 and pays a \$20 nonrefundable deposit. It is June 7th. Buster decides that he no longer wants to buy the bike and wants his deposit back. Will Buster be able to retrieve his \$20?



BREAK TIME!



LEGALITY

Related Cases:

- MAKSYMETZ V. KOSTYK
- PHOENIX RESTORATIONS LTD V. BROWNLEE

Practice Problem:

Mr. Bubbles works at Yum Yum Boba, a bubble tea shop in Richmond. When Mr. Bubbles signed the employment contract, it stated the following:

“If such employment is terminated for any cause, employees must, for a period of ten years after leaving the employment, not be employed under the service of any other bubble tea establishments in the Lower Mainland. They may not make or distribute bubble tea of any sorts within this period of time, except for their own personal consumption.”

Mr. Bubbles eventually leaves Yum Yum Boba and decides to start his own bubble tea shop called Tapioca Town within a year. The owner of Yum Yum Boba, Big T, claims that this is forbidden as Yum Yum Boba’s competition clause is still in effect, but Mr. Bubbles says that he thought the agreement he signed was non-binding. Under the law, who is more likely to be correct?



MISREPRESENTATION

Related Cases:

- COLLINS V. DODGE CITY EAST
- WEINMAN V. BRINKMAN

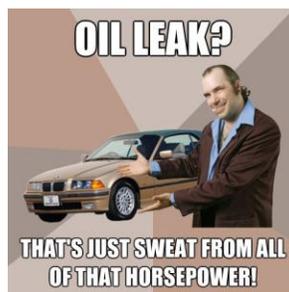
Practice Problem:

Mr. Crosswire is a used car salesman at Crosswire Motors. One day, he sells a used car to Mr. Read. He claims that the used car is working perfectly fine and should be able to function well.

On the way home from the dealership, the car breaks down and Mr. Read finds that there is a problem with the engine. He suspects that the cost to fix the engine would be fairly high.

Mr. Read confronts Mr. Crosswire who claims that he honestly thought that there were no issues with the car. Mr. Read is considering suing Mr. Crosswire.

- a) Would Mr. Read be able to sue Mr. Crosswire for fraudulent misrepresentation?
- b) Define innocent misrepresentation and negligent misrepresentation and the remedies for them.



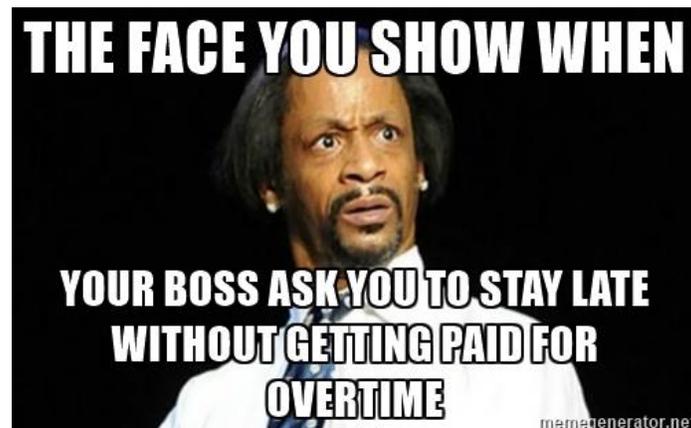
UNDUE INFLUENCE, DURESS AND UNCONSCIONABILITY

Related Cases:

- BUCKWOLD WESTERN V. SAGAR

Practice Problem:

- A) What is the difference between undue influence and duress?
- B) How do the courts determine the difference between standard commercial pressure and undue influence?
- C) Describe three relationships where undue influence is presumed to exist.
- D) If your client was in one of these relationships, would suggestion would you make to avoid this presumption?



PAROL EVIDENCE RULE

Related Cases:

- GENERAL TIRE CANADA V. AYLWARDS LTD

Practice Problem:

Aladdin is a university student who is applying for a part-time job. Jafar, the manager of a local Kumon branch is impressed with his resume and offers Aladdin a tutoring position. He tells Aladdin that he will earn \$15 an hour, and only has to work a minimum of 6 hours per week. The minimum of 6 hours per week is important as Aladdin wants to have enough study time.

Aladdin accepts this offer. Upon signing of the contract, Aladdin is confused with some of the wording, but Jafar reassures him that all the terms he talked about are there, so Aladdin happily signs.

A week later, Aladdin finishes his 6 hours of work and prepares to go home. Jafar stops him and says they agreed to a minimum of 10 hours per week which he signed on in the contract. Aladdin feels like he was taken advantage of and asks you for help. Is it possible for Aladdin to bring a claim against Kumon?



Jafar



Jaclose



DISCHARGE OF THE CONTRACT

Related Cases:

- SATURLEY V. LUND

Practice Problem:

On December 1st, 2016, Woody's Snow Shoveling (WSS) has a contract with Buzz to shovel his walkway in Shaughnessy during the winter break (Dec.21st-Jan.3rd) as weather forecasts predict lots of snow for the winter. The contract states that WSS must shovel Buzz's walkway every day during this time period and will be paid a sum of \$1000.

On December 21st, a heavy snowstorm hits Vancouver, and everyone is snowed in their homes for two weeks. As a result WSS doesn't get to shovel Buzz's walkway. Buzz is upset that WSS never shoveled his walkway, and wants to sue them for damages. What are WSS's legal rights in this situation?



OTHER MISCELLANEOUS TOPICS

- Court Systems & Procedures
- Sources of Law
- Alternate Dispute Resolution
- Interpretation
- Related Cases:
 - BKDK HOLDINGS V. 692831 LTD
 - BLACKSWAN GOLD MINES LTD V. GOLDBELT RESOURCES

WRAP – UP

