PART A QUESTION 1

Students showed a good understanding of s. 18 ACL, but many answers were fuzzy re unconscionable and unfair. The service guarantee was well managed.

PART A QUESTION 2

Many students answered the question and showed a good general knowledge of the legal issues arising.

Sometimes, there was a failure to deal with the commercial dispute resolution aspect at all

PART A QUESTION 3

Few students correctly analysed the roles of various participants before they started answering-e.g. Leo as supplier of service at later time, but not installer of cables; or, Leo as installer of Cables, not a “consumer” (ACL) because of resupply in course of his building business.

There was good general knowledge of relevant ACL and SOGA provisions; albeit, with some confusion between ACL and SOGA in a few of them. For example, using “acceptable quality” for SOGA and “merchantable quality” for ACL.

SECTION B QUESTION 4

General understanding of duty of disclosure, utmost good faith and s. 54.

It was necessary to first look at the conduct, cause of the "loss" (the claim), and under which policy it fell, in order to then apply the law.

SECTION B QUESTION 5

Quite a few students attempted and showed a general understanding of PPSA application. However, some students did not mention the possibility of a purchase money security interest (PMSI) at all.

SECTION B QUESTION 6

As always, most students attempted this non-problem question with some choice. Answers were generally appropriate.

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