Leaving aside one failure, the average total mark of 66%, was very pleasing.

About 1/3rd achieved a mark of 75% or better thereby demonstrating a concerted effort to master the elements of Competition and Consumer Law.

The individual marks generally reflected the standard of preparation, the level of understanding of what was asked in the questions, legal logic and application of the relevant sections and cases (as identified on the case list).

Legibility, overall, was satisfactory.

The statistics below do not take into account the one failure.

PART A

Question 1

Most students attempted this question on the term “substantially lessen competition”, as it pertains to ss45,47 and 50 of the CCA.

Only about ½ of those that attempted the question did so satisfactorily.

The average mark was 11.3/20.

Question 2

This reasonably straight forward question on ss2A, 46, etc of the CCA was, curiously overlooked by most students.

The average mark of 16/20 is a reflection of a coherent/logical understanding of what was required to apply s2A, to the given facts, and then to consider potential breach/s of s46 etc.

The proper use of relevant cases was evident.

Question 3

This question on ss47, 48 and 76 of the CCA (based partly on facts provided in question 2) was also overlooked by most students.

Yet, when attempted, the results were most satisfactory.

Question 4

Most students attempted this question which required an explanation of the significance of 4 cases (out of a choice of 8), all of which were the subject of exposure during the course.

The average mark of 15.7/20 was excellent.
PART B

Question 5

This question on s45 of the CCA (concerted practices & other elements of s45, involving the existence of a contract, arrangement or understanding, etc) was attempted by 90% of the students.

The average mark of 12.4/20 reflected a broad range of approaches (about 1/3rd achieved 15/20 or better).

A number of answers suggested that the question wasn’t read carefully enough.

Question 6.

This question on deceptive trade practices (ss18,21,22,29 etc) was, surprisingly, ignored given that the factual matrix, contained in the question, invited a reasonably straight forward application of the relevant sections, supported by numerous cases.

Question 7

The average mark of 14/20 for this question on unfair terms in consumer/small business contracts (contained in Part2.3 of the ACL) was satisfactorily answered by the few who attempted it.

Question 8

The students (90%) who attempted this question on product liability (Statutory guarantees & Parts 3 – 5 of ACL), achieved an average mark of 12.4/20.

Generally students recognised and considered the basic issues, including the proper application of the term “consumer” (s3 of ACL) supported by cases, for the purpose of the statutory guarantees.

The basis for bringing an action against a manufacturer, whose product contained a safety defect (under the relevant sections in Part 3-5 of ACL), was reasonably well applied.

Assignment.

Generally, the assignment marks (average 14.6/20) were very satisfactory.

Students who did well in the assignment often carried this performance into the exam.