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**Competition & Consumer Law Examination –**  
**March 2014**

An excellent outcome.

There were no failures and over 3/4 of students attained a result of over 65%.

**PART A**

**Question 1**

Slightly more than 40% attempted this question requiring notes on 4 out of 8 sub questions. All passed reasonably comfortably. A number of the sub parts to the question attracted full marks..

**Question 2**

Attempted by the balance of students. Generally the questions were answered with confidence, particularly the question requiring the application of s3 of the ACL i.e. "consumer".

**PART B**

**Question 1.**

This question, on misuse of market power (s46 of CCA), was attempted by 2/3rds of students. The average mark was a very impressive 14/20 and hence demonstrated confidence in applying this section.

**Question 2).**

This question, on resale price maintenance (e.g. s48 of CCA), was attempted by 78% of students. The quality of the answers ranged from excellent to poor. The average mark was still an impressive 13.7%.

**Question 3**

55.5% of students attempted this question on deceptive trade practices (ss 18, 21, 22 & 29 of ACL). The average mark was 12.4% although no student failed.

## **PART C**

Of the 6 questions in Part C students were required to answer 2.

### **Question 1**

The quality of the answers to this question, requiring notes on 2 out of 6 cases, was good.

### **Question 2**

This question on unconscionable conduct, pursuant to ss 20, 21 & 22 of the ACL, was attempted by very few students. Generally the answers were very competent.

### **Question 3**

No student attempted this question on remedial orders pursuant to s 87 of the CCA and s 243 of the ACL.

### **Question 4**

This question on an action which may be brought against manufacturers for goods containing a safety defect was attempted by more than 50% of students. The answers were generally excellent.

### **Question 5**

Those that answered this question on the difference between 'full line forcing' & 'third line forcing', pursuant to s 47 of the CCA, did so confidently and convincingly.

### **Question 6 of Part C**

This question on "unfair term" of a consumer contract was attempted by over 70 % of students and generally was very well answered.

### **The Assignment.**

The standard was generally very satisfactory and hence formed a basis for an impressive overall mark.