

MACQUARIE
UNIVERSITY



FACULTY OF
BUSINESS AND ECONOMICS

DEPARTMENT OF BUSINESS LAW

STUDY GUIDE

BUSL832 BUSINESS TRANSACTION LAW

Semester 1, 2010

Credit points: 4 cps

Unit convener: ANTHONY GERARDIS

Students in this unit should read this study guide carefully at the start of semester. It contains important information about the unit. If anything in it is unclear, please consult one of the teaching staff in the unit.

1. ABOUT THIS UNIT

Unit description

The unit introduces and examines the principles of the law of contract. It is designed to enable the student to gain a working and practical knowledge of this area of law, and to develop legal skills in this field. Skills that are appropriate and arguably essential to the application of the law of contract to commercial matters as well as strictly legal matters. The unit will draw considerably on the fundamental principles of contract law supported by case law and theory.

TEACHING STAFF

Convener and Lecturer: Anthony Gerardis
Email: agerardi@bigpond.net.au

External class lecturer: Anthony Gerardis

CLASSES AND STUDY TIMES

Internal

Business Transactions Law is offered on a weekly basis in first semester on **Tuesdays- in W5A 105, 6 – 9pm**

Classes will commence Tuesday 22 February 2010

External

This unit is available to distance students. Classes will be offered as an intensive 2 day on campus session, held over 2 consecutive weekends from 10am-5pm.

Saturday 27 February, E5A 119

Saturday 13 March, E5A 119

The class time will be spent in lecture and reviewing and discussing the materials identified for reading, in light of unit objectives.

Students must check the Blackboard site for this unit on the Business Law site on the Faculty of Business and Economics website for changes to class times and rooms, after the commencement of Semester 1 on 22 February 2010.

REQUIRED AND RECOMMENDED TEXTS AND/OR MATERIALS

Prescribed texts

P Gillies, N Selvadurai, *Law of Contract*, (Federation Press, 2009) (Ph. 9552 2200)
(referred to in Schedule of Topics as PG/NS)

Optional texts:

- P Gillies, *Business Law*, 12th edition (Federation Press, 2004) (Ph. 9552 2200)
(referred to in Schedule of Topics as PG)
- Carter & Harland, *Contract Law in Australia* (Lexis Nexus)
- It would be very helpful to have a copy of the *Trade Practices Act, 1974* (Cth)
(annotated versions are published by the Law Book Co. and Lexis Nexus, and
CCH. The Act is also available at www.austlii.edu).

Recommended texts

Business Law in general -

Chappenden & Carter, *Commercial Law & Personal Property* (Law Book Co)

Latimer, *Australian Business Law* (CCH)

Pentony et al, *Commercial Transactions Cases and Materials* (Lexis Nexus)

Turner, *Australian Commercial Law* (Law Book Co)

Vermeesch & Lindgren, *Business Law of Australia* (Lexis Nexus)

Contracts -

Allen & Hiscock, *Law of Contract in Australia* (CCH)

Carter & Harland, *Contract Law in Australia* (Lexis Nexus)

Carter, *Breach of Contract* (Law Book Co)

Graw, *An Introduction to the Law of Contract* (Law Book Co)

Greig & Davis, *The Law of Contract - with Supplement* (Law Book Co)

Hall, *Unconscionable Contracts and Economic Duress* (CCH)

Stark, Seddon & Ellinghaus, *Cheshire and Fifoot's Law of Contract – Australian Ed*
(Lexis Nexus)

Sweeney & O'Reilly, *Law of Commerce* (Lexis Nexus)

Consumer and Trade Practices Law -

Beerworth, *Product Liability* (Federation Press)

Cavanagh & Barnes, *Consumer Credit Law in Australia* (Lexis Nexus)

Collinge & Clarke, *The Law of Marketing in Australia & NZ* (Lexis Nexus)

Corones & Clarke, *Consumer Protection and Product Liability Law – commentary
and materials* (Law Book)

Corones, *Competition Law & Policy in Australia* (Law Book Co)

Duggan et al, *Regulated Credit* (Law Book Co)

Everett & Ranson, *The Fair Trading Acts* (Longman Professional)

Goldring et al, *Consumer Protection Law in Australia* (Lexis Nexus)

Healey, *Australian Trade Practices Law* (CCH)
Healey & Terry, *Misleading or Deceptive Conduct* (CCH)
Hurley, *Restrictive Trade Practices* (Law Book Co)
Miller, *Annotated Trade Practices Act* (Law Book Co)

There are further texts periodically published which students may wish to locate and use.

Statutes://www.austlii.edu.au

UNIT WEB PAGE

Study Guides and information on this unit can be found at the Blackboard site on the Business Law site on the Faculty of Business and Economics website

LEARNING OBJECTIVES

Unit Objectives

- To introduce and familiarise students with the law of contract;
- To develop or enhance an appreciation by business managers and related professions of the legal context in which they operate;
- To create an enlightened awareness by individual professionals of the legal basis for, and scope of, their roles;
- Generally, to contribute to the legal literacy of these professions;
- To build a sound knowledge and understanding of the relevant legal principles surrounding the law of contract; and
- To develop skills necessary to apply appropriate legal principles, supported by authorities to problems and fact patterns that are likely to be encountered in the commercial world

The programs in which the unit is a component, do not aim to develop professional legal skills associated with legal practice

Subject to this, the unit aims at developing and consolidating knowledge of the nature of law the essential principles of the law of contract, the language of the law and the fundamental principles, doctrines and distinctive reasoning processes associated with the law.

For example, the common law as a precedent based system will be employed in this unit as authority for the principles and laws being considered. The roles of the common law and legislation, and those of the courts and commercial necessity will also be vital to this unit. A priority will be developing through practical application

and review of the material the basic skills required for reading and understanding the texts of the law, primary (cases and statutes) and secondary (commentaries on the law, such as books and articles).

The unit will develop the skills required for analysing the key facts of a legal dispute, the identification of the law that needs to be applied to resolve this dispute, and for the application of this law to the established facts to secure this resolution.

At all times the practical value of this unit to its participants is to be considered the measure of its worth. Speaking generally it is difficult to comprehend a commercial arrangement, or business transaction of any consequence that is not fundamentally predicated on the law of contract. Professionals from almost every field must, and are generally expected to comprehend the concepts of this area of law. Students of this unit are expected to have gained a sound understanding of the law of contract that will inform their professional endeavours with knowledge and understanding of the relevant legal principles.

The unit will involve completion of a research project, embodied in an essay, which will further develop skills of legal interpretation, analysis and synthesis, and an understanding of the interrelationship between the development of the law and its application in the sphere of the commercial world.

GENERIC SKILLS

As reflected immediately above, the unit aims at developing skills required for interpreting the materials of the law, and their analysis and synthesis. In essence, the unit develops verbal reasoning skills in the context of the law discipline. Students should develop the ability to apply appropriate legal principles and authorities to the solution of problems and questions.

TEACHING AND LEARNING STRATEGY

The unit consists of seminar-based classes (both in intensive and weekly modes). Students are encouraged to attend class and to prepare for class. The techniques of legal reasoning, legal knowledge, and a capacity to apply the principles of law to hypothetical fact situations (or “cases”) will be developed through explanation, discussion and essay writing.

Students are encouraged to raise real life cases from their professional experience, relevant to the subject matter of the unit. Likewise, they are welcome to propose research project topics which are relevant to their work. (For example, a student employed in the insurance industry might choose to research an aspect of insurance contracts law.)

Attendance at lectures is vital to acquiring the skills and knowledge this unit is focused on developing.

PowerPoint presentations and the lecturer's notes are not available for distribution to students under any circumstances. Participants in this unit are expected to write and rely on their own notes taken during lectures and their own research for assessments. Lecture outlines are found in this study guide.

ASSESSMENT

Assessment consists:

(1) **EITHER** of a mark for:

- class participation (10%);
- class presentation (20%);
- a 3000 word essay (70%) .

(2) **OR,**

- class participation (10%);
- students may consult the convenor about submitting **one essay of between 5000 and 7000 words, which would count for 90% of their assessment.**

Class Participation: This component will be based on both attendance and merit. Students that actively participate in topic discussion and contribute to the momentum of the unit will gain merit. Students are expected to attend lectures and this will be taken into account.

Class Presentation: For those students who elect to do the Class Presentation there will be a different option each week and this choice should be made by the student at or before the first lecture. **A topic will be allocated by the lecturer.** Students who take this option must prepare and submit a written response to the allocated question at the lecture in which the presentation is being made. This should be typed, double spaced, in Times Roman Font 12 on A4 paper with a 40mm left hand margin, 20mm right hand margin, numbered pages and alignment is to be 'Justify'. Class presentation should be submitted stapled on the top left corner.

Assessment of the Class Presentation will be on the following basis:

1. **Quality of the written answer – 15%**
2. **Quality of oral discussion and ability to respond to questions from class – 5%**

Essay topics: A list of topics will be provided by the unit convener, but students may subject to the convener's approval, work on an alternative topic of their own choice. This option would be especially relevant to those with prior legal training or professional exposure to the law.

The essay is a formal assessment and as such a high standard of presentation, regard to citations, referencing and research is expected. Use the Title Page included in this Study Guide and be certain to properly include all details thereupon, **including the WORD COUNT. The word limit will be strictly enforced.**

Essays are to be typed, double spaced, in Times Roman Font 12 on A4 paper with a 40mm left hand margin, 20mm right hand margin, numbered pages and alignment is to be 'Justify'. Essays should be submitted stapled on the top left corner. Please do not submit essays inserted in plastic sleeves, binders or anything else.

Referencing should employ footnotes, not endnotes, with a bibliography divided into appropriate headings; Texts, Journal Articles, Cases, Legislation, Websites etc. For guidance with referencing please approach the course convenor for advice. **The Australian Guide to Legal Citation, available on the internet, must be used for referencing. No other school of referencing is permitted.**

Marks will necessarily be deducted for work that is not of a professional standard of presentation. If work is below minimum expectations it will be returned to students for amendment before marking commences.

Essays will be graded as soon as possible with comments. There will be no regrading of essays and the mark will be final.

Late submission: Essays that are submitted late, without an extension, will lose 2 marks per day.

Essays submitted more than 4 days late will lose 10 marks, plus 4 marks for each additional day they are late.

Essays submitted more than 10 days after the due date will not be marked.

Any essays on an independent topic, different to the topic(s) proposed by the convenor, that are not first submitted to the convenor and approved by the convenor, will not be marked.

Unless prior arrangements are made with the convenor, **a hard copy** of assignments is required to be handed **to the lecturer or deposited in the collection box located in W3A 341.**

External students to post directly to Postgraduate Programs Administrator, spilking@efs.mq.edu.au (phone 9850 1056).

3000w Essay: Due Date Monday 12 April 2010.

5000w – 7000w Essay: Due Date: Monday 7 June 2010

PLAGIARISM

The University defines plagiarism in its rules: **“Plagiarism involves using the work of another person and presenting it as one’s own.”** Plagiarism is a serious breach of the University’s rules and carries significant penalties. You must read the University’s policies and procedures on plagiarism. These can be found in the *Handbook of Postgraduate Studies* or on the web at: <http://www.student.mq.edu.au/plagiarism/>

Penalties may include a deduction of marks, failure in the unit, and/or referral to the University Discipline Committee.

If you take and use the work of another person without clearly stating or acknowledging your source, you are falsely claiming that material as your own work and committing an act of *PLAGIARISM*. This is a very serious violation of good practice and an offence for which you will be penalised. If you do any of the following in an assignment, or in any piece of work which is to be assessed, ***without clearly acknowledging your source(s) for each quotation or piece of borrowed material*** you are **guilty of PLAGIARISM**

YOU WILL BE GUILTY OF PLAGIARISM

- (a) Copy out part(s) of any document, including computer and web-based material;
- (b) Use or extract someone else's concepts or experimental results or conclusions, even if you put them in your own words;
- (c) Copy out or take ideas or summarise from the work of another student, even if you put the borrowed material in your own words;
- (d) Submit substantially the same final version of any material as a fellow student. On occasions, you may be encouraged to prepare your work with someone else, but the final form of the assignment you hand in must be your own independent endeavour.

There is nothing wrong in using the work of others as a basis for your own work, nor is it evidence of inadequacy on your part, ***provided you do not attempt to pass off someone else's work as your own.***

The Australian Guide to Legal Citation, available on the internet, must be used for referencing. No other school of referencing is permitted.

LIBRARY SUPPORT SERVICES

Macquarie University Library offers a wide range of services and resources to postgraduate students. Go to the Library website: <http://www.lib.mq.edu.au>.

Services

Include information on borrowing periods, services to distance students, links to IT Help (the Library's IT support service), and links to training information and training course notes.

Postgraduate students are eligible for a number of additional services. Information about these is available from the **Postgraduates** link, listed under **Additional Services** on the Library homepage. These include the **Liaison Librarians (LL)**. The LLs are the first point of contact for Postgraduate students. There is an LL appointed to each Faculty of the University. **Contact Judith Baranyai 9850 7262, or Belinda Law 9850 7528.**

Services offered by your LL include:

- Providing further information on the library services
- Providing individual and group library resource sessions for postgraduate students
- Advising on new database trials being held in the Library
- Advising on appropriate contacts for specific services, such requesting items not held at the Library from the Document Supply Service.
- Preparation of resource guides in print and on the web
- Reference advice (face-to-face, phone and email)

UNIVERSITY POLICY ON GRADING

The University requires all Divisions to adhere to a policy relating to the distribution of grades across high distinction, distinction, credit and pass grades. This means that on occasion a student's raw mark for a unit (ie, the total of their marks for each assessment item) may not be the same as that which they receive on their transcript. This is because the total raw mark may be scaled up or down so that the grades of all students in each unit sit within the distribution bands set down by the University. The policy does not require that any number of students are to be failed in any unit.

SCHEDULE OF TOPICS

TOPIC 1

- **An overview of the legal system (PG Chaps 1-4)**
- Revising the nature of the law, the legal system, and the federal compact.

TOPIC 2

- **Introduction to the law of contract** (PG/NS Chapter 1.)
- **Formation of a contract** (PG/NS Chapter 1.)
- Agreement (offer & acceptance) (PG/NS Chapter 2.)
- Consideration (PG/NS Chapter 3.)
- Intention to create legal relations (PG/NS Chapter 4.)
- Requirement of writing (PG/NS Chapter 18.)

TOPIC 3

- **Terms**
- Identification (PG/NS Chapter 5.)
- Construction (PG/NS Chapter 6.)
- Exclusion clauses (PG/NS Chapter 7.)

TOPIC 4

- **Parties**
- Capacity (PG/NS Chapter 16.)
- Privilege (PG/NS Chapter 17.)

TOPIC 5

- **Matters related to 'assent'**

- Misrepresentation (PG/NS Chapter 9.)
- Mistake (PG/NS Chapter 8.)
- Duress (PG/NS Chapter 10.)
- Undue influence (PG/NS Chapter 10.)
- Unconscionability (PG/NS Chapter 10.)

TOPIC 6

- **Illegality** (PG/NS Chapter 11.)

TOPIC 7

- **Discharge of contract**
- Performance (PG/NS Chapter 12.)
- Agreement (PG/NS Chapter 12.)
- Breach (PG/NS Chapter 13.)
- Frustration (PG/NS Chapter 12.)

TOPIC 8

- **Remedies** (PG/NS Chapter 14.)
- Common law (PG/NS Chapter 15.)
- Equity (PG/NS Chapter 14.)
- Statute (PG/NS Chapter 14.)

TOPIC 9

- **Sale of Goods Transaction** (PG/NS Chap 19)

TOPIC 10

- **Consumer Transaction** (PG/NS Chap 20)

TOPIC 11

- **Principal and Agent** (PG/NS Chap 21)

Introduction

FORMATION OF A CONTRACT

- Agreement
- Consideration
- Intention to create legal relations
- Requirement of writing

It is assumed that students will have a working familiarity with the fundamentals of the legal system. This will in most cases have been acquired by previous study of the law at some level, or by pre-course reading.

Contract law is primarily based on the common law, and as such is 'case based'. Many cases will be referred to in lectures. It is suggested that you pay particular attention to the cases that are cited in the readings.

We will commence with an introduction to the law of contract and then move to detailed discussion of the requirements for the formation of an enforceable contract in the Australian jurisdictions.

At the outset concepts of Agreement, Offer, Acceptance, Consideration, Intention and the Requirement of Writing will be closely examined and discussed. This is the launching point for any serious study of the law of contract, and we will commence our studies here.

Following lectures will follow the Schedule of Topics closely, and we will visit new areas of contract law each week.

It is anticipated that all students will have read the chapters for the topics we are covering, and be familiar with many of the cases *before* the lectures.

BIT OF A 'WORKSHOP' for Lecture 1.

1. (a) Draw up a list of all the contracts that you believe you have entered into today.
(b) Discuss the merits of **Carlill v Carbolic Smoke ball Cp [1893] 1 QB 256**
2. Eugene Delacroix opens a shop and puts a nice oil painting called '**Liberty Leading the People**' in the window, with a sign that reads "Travelling to Spain! All stock must go! NO REASONABLE OFFER REFUSED!" and a price tag of \$50.00.
John Constable is walking past, sees the painting and says to himself.."I'll but that!" He walks into the shop and says to Eugene, "G'day, I'll buy that painting in the window for \$50.
Eugene says, "Sorry mate, I wrote the sign wrong. It should say \$5,000,000.00," and he refuses the \$50.00. Advise John.

CLASS PRESENTATIONS/ TOPICS FOR DISCUSSION

1.

Ahmed the proprietor of Happy Ahmed's Used Cars places an advertisement in the Sydney Morning Herald car section on 20 May which read: '1996 Silver Jaguar for sale: \$25,000 ONO – Happy Ahmed's Used Cars – telephone 9371 6756'

On 21 May, Rita telephoned Ahmed and asked if he would consider selling the car for \$22,000. Ahmed said that he would accept \$22,000 but would only keep his offer open until 27 May.

On 22 May Bob, who had not seen the advertisement in the paper, was passing by the car yard and saw the Jaguar. He took it for a test drive, and Ahmed said that because he was such a good bloke he would do him a favour and sell him the car for \$27,000. Bob accepted the offer provided that he had the car detailed before he took it.

Jim, an employee at Ahmed's car yard overheard Arthur's conversation with Bob. On the 24th of May, while having a beer at the pub, Jim told some mates that Ahmed was going to sell the Jaguar for more than he had advertised it for and that Jim thought he was getting a good deal. The bartender knew that his next door neighbour Rita was interested in buying the car and told her the story the next day.

On 25 May Rita sent a letter accepting Ahmed's offer to sell the car for \$22,000. Ahmed received the letter on 28 May. BUT on 26 May Ahmed told both Rita and Jim that he had decided to keep the car for himself and was no longer willing to sell it.

Advise Rita and Jim

2.

(a) Without being asked to do so, Bongo Imports Pty Ltd Pty Ltd sent Bob 100 25kg sacks of rice, price \$20 per sack. Advise Bob.

(b) What if any difference would it have made if Bongo Imports had done this before and Bob had paid for the rice?

(c) What if any difference would it make if Bongo Imports Pty Ltd had sent a note with the goods saying that if Bob wanted to accept the goods he did not have to inform them?

3.

Andrew in Melbourne telephoned Glen in Brisbane, to quote for the carriage of some goods from Brisbane to Sydney. Glen's quote was by public fax at a post office nominated by Andrew, because Glen did not own his own fax machine. The quote was accepted in the same way.

Advise Andrew as to where and when the contract was made.

Problems relating to offer and acceptance, intention to create legal relations.

1. At an auction sale, M, an auctioneer, invites bids for an antique chair. N bids \$25 but M says, "I am not going to let this go for less than \$1,000. There was no other bid, and the sale was advertised as being 'without reserve'.

Advise N.

2. David and Jack are good friends. David comes to know that Jack wishes to sell his car and writes the following letter to him:

"Dear Jack,

I hear you want to sell your Corolla. I'll give you \$1,250 for it. If I do not hear from you within five days of receipt of this letter I shall take it that you accept.

Signed:"

As you can see, David forgot to sign his letter, but in addition to placing Jack's name on the front of the envelope, he placed his own name and address on the back. The letter reached Jack on May 10. On May 16 Jack asks David to collect the car and to pay the price. David refuses on the grounds (a) that silence cannot constitute acceptance, and (b) that on May 14 he had posted a letter to Jack revoking his offer. This letter arrives on May 17.

Advise Jack about the validity of David's arguments and as to the likelihood of success of any other points he may raise.

3. Graeme visits a self-service hardware store to purchase a length of pine shelving. He finds a 2.6 metre length 240 mm wide and asks the assistant to cut it into 300mm pieces. When he reaches the cash register he realises he actually needs 200mm timber. Is he required to pay for the pieces of 300mm pine?

READINGS: *Carlill v Carbolic Smokeball Company* [1893]

1. Is it possible to become bound by certain contractual terms, without having any such intent, or even realising it?
2. C visits D's paint factory for information about the qualities of various paints. D tells him that "Superbo" will last ten years. However when C applies "Superbo" it peels off after 3 years. Discuss where:

- C buys the paint from D;
- C buys the paint from the local shop. Would it make a difference if C also bought in reliance upon D's television advertising that "Superbo", freely available at all of the better shops, will last ten years?

Principal and Agent PG/NS Ch 21

This topic is very important to contract law, in that agency law is largely about the making of a contract by P through the agency of A with a third party TP.

The focus will be on the laws governing principal and agent, with special reference to the relationships between principal and agent, and between each of them and third parties.

1. A principal, A, instructed his agent, B, to purchase a certain brand of ball point pens at a cost of no more than \$1 per dozen. The agent was unable to acquire the pens at the price but entered into a contract in his own name for the pens at \$1.10 per dozen. The agent did not disclose to the seller the existence of his principal. On being informed of the contract, the principal purported to ratify the agreement and the pens were duly delivered by the seller to the principal on the direction of the agent. The agent soon after the completion of the transaction went bankrupt and the seller is endeavouring to recover the price of the pens from the principal.

Discuss the power and effect of the principal ratifying a contract made by his agent concluding with advice to the principal as to whether he is liable under the contract to the seller for the price of the pens. Could P be liable on any other basis? What is A's liability?

2. X owns a department store in an outer suburb. He advertises in the local paper for a manager who in addition to his duties as manager will do the store's window dressing. Y, an experienced window dresser, answers the advertisement and is hired as manager/window dresser at a salary higher than would be paid to a person who was only a manager. X then departs for overseas leaving Y in charge.

Y soon tires of doing the window dressing and phones Confident, an established window dresser, telling him to call at the store and ask for the manager. Confident comes and is interviewed by Y in the manager's office. He is engaged as window dresser for \$400 per week. Confident does the window dressing for 3 weeks but is not paid. X then returns and refuses to pay Confident.

Confident inform you that he had never heard of X's store before Y's phone call, that he had no knowledge that Y's duties included window dressing and that it is usual practice for window dressers to be hired by store managers. Advise Confident.

What if, after Confident had been hired, X had faxed to Y, "I received reports about your activities and you're doing fine", although he did not know that Confident had been hired?

Exclusion Clauses Conditions and Warranties

Can exclusion clauses be justified, in some commercial contexts, as being reasonable from the standpoint of both parties?

X left his dinner suit with Y Pty. Ltd. for cleaning. Y's employee gave X a docket with the following clauses on the back: "All care taken but no liability for any loss or damage howsoever caused". The suit is returned in shreds. Advise X where (ignore the Trade Practices Act, 1974, s.74):

- (i) X was requested to sign the docket. He asked Y's employee why and was told that it was to protect Y in case the dye ran from the lapel. He signed. The document has a further clause to the effect that none of the printed terms can be varied by any of Y's employees;
- (ii) X read the docket and threw it away;
- (iii) X did not read the docket, but he had frequently left clothes with Y;

What if (a) X had frequently dealt with Y but this time forgot to give X any docket; (b) Y had installed a new 24 hour system, X dropped his clothes through a chute and a machine issued X with a docket containing the exclusion clause?

READING: *Apple Communications v Optus Mobile* [2001] NSWSC 635 (Volume II, 50)
Goodman v Cospak [2004] NSWSC 704 (Volume II, 58 esp paras 34-66)

Vitiating elements in the contract

Consider the following cases:

- (i) X purchases from Y, a picture dealer, at the price of \$2,000 a portrait which X believes to be a genuine "Old Master". Y is unaware of X's belief. On further examination X discovers that the portrait is a modern copy by an unknown artist and he claims a refund of the price from Y.
- (ii) The facts are the same as in (i) with this difference, that Y knows that X believes he is buying a genuine "Old Master" and Y takes no steps to correct X's mistake.

Q1: Are there any circumstances in which a mistake or misrepresentation as to a matter of significance, should not permit the plaintiff to rescind the contract?

Q2: Should a party normally be able to rely on the caveat emptor maxim in a case where he/she knows things adverse to the other party, but declines to disclose them?

ESSAY COVER SHEET

Family Name:		Unit Code:	BUSL832
Given Names:		Date Due:	
Student ID:		Lecturer's Name:	Anthony Gerardis
Essay Title:			
WORD COUNT:			
<p>"I certify that I am aware of the University's policy on plagiarism (as stated in www.student.mq.edu.au/plagiarism/) and that this assignment meets those requirements and has not been previously submitted for assessment in any other course of study"</p> <p>Signed</p>			
MARKER'S COMMENTS			