



FORMATION PROFESSIONNELLE DU BARREAU DU QUÉBEC

EXAMINATION BOOKLET

CIVIL I

SUPPLEMENTAL EXAMINATION

May 13, 2004

- (1) The examination in the CIVIL I section is intended to determine the extent to which you have met the ultimate goals set forth in the document entitled “Préambule Civil I”.
- (2) You have a maximum of four hours to complete the examination. You are entirely responsible for managing your time.
- (3) The examination contains questions relating to the following section:
 - Civil I
- (4) **The questions total 100 marks. You must obtain a mark of 60% or more in order to pass this examination.**
- (5) You may use any written documentation which you deem to be useful.
- (6) For photocopying purposes, kindly use a **pen with black ink** to write your answers in your answer booklet.
- (7) **You must write legibly, otherwise your answers will not be graded.**
- (8) Please ensure that your examination booklet contains **14** pages (including this page) and that your answer booklet contains **5** pages.

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| FILE 1 (31 MARKS) |
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Lise Lord and Simon Potvin are the parents of Florence Potvin who is 15 years old. For the school spring break, they suggest to their daughter that she register for the recreational activities offered by *Centre communautaire de la Yamaska inc.* (hereinafter referred to as “*Centre*”).

Centre is a non-profit organization that offers a variety of activities to young people aged from 10 to 17. For the school spring break period, the centre offers a basketball camp which interests Florence. Given that the centre does not have specialized facilities, equipment or coaches for this purpose, it has hired the services of *Club Basket Pros inc.*, a well-known firm in the basketball field, to whom it has entrusted the organization and full running of this activity.

Lise and Simon suggest to Florence that she go to the “Open House” offered by *Centre* on February 1, 2004.

On that day, *Centre* will be offering a free basketball initiation session to the youngsters. All interested youngsters may participate in this promotional day and no registration is required to use the facilities. A light lunch will also be offered to the visitors thanks to a donation of food from *Supermarché Dominion ltée* as part of its program to support local youth recreational organizations.

Florence decides to go to the “Open House” with her friend, Ariane Brodeur, who is 15 years old and is the only child of Louise Turmel and Denis Brodeur.

On February 1, 2004, at approximately 11:30 a.m., Lise drives Florence and Ariane to the premises of *Centre* for the “Open House”. Before the activities begin, Ariane enjoys the sandwiches and cold cuts offered free of charge by *Supermarché Dominion ltée*.

Together with other youngsters and counsellor Louis Garnier, Florence and Ariane then head to the room set up for the basketball session. At the entrance to this room, there is a large poster on the wall which everyone reads and which states the following:

“In order to ensure the safety of participants, the athletic activities must be carried out in compliance with the rules of the game and under the constant supervision of a counsellor. We do not assume any liability for any harm suffered by participants.”

At approximately 1:00 p.m., after having received the customary instructions, Florence and Ariane are invited to practice shooting baskets together with youngsters of various ages. They must practice shooting the ball into the basket from a certain distance. Louis warns all the youngsters that it is forbidden to hang from the basket.

At approximately 1:10 p.m., Louis leaves the premises for a few minutes in order to go to the bathroom, leaving the group of youngsters without any supervision. He tells Florence and Ariane that they can continue to shoot baskets carefully.

In Louis' absence and without the knowledge of Florence or Ariane who are busy lacing up their shoes, Jean-Yves Latour, one of the youngsters in the group, jumps up and hangs from the metal ring which forms the opening to the basketball net. Before the two young girls, who are very close to the net, have time to react, the basket suddenly comes down and hits Florence on the head.

Upon his return, Louis finds Florence unconscious; he immediately calls the emergency services.

Florence is rushed to the *Centre hospitalier de la Montérégie* and undergoes surgery on the right side of her head to have a clot removed. Although she survived the surgery, since then Florence has been comatose and it is unlikely that her condition will improve.

As for Ariane, Jean-Yves bumped into her during the incident and she broke her new glasses. She also complained of severe stomach pains. Her parents, whom Louis reached by telephone, brought Ariane to the medical clinic, where the physician on call diagnosed severe food poisoning.

On March 19, 2004, the parents of Florence and Ariane, who have been quite upset since the incidents, consult you. The following elements can be established from the information provided by the parents and the various expert reports obtained:

- The sudden detachment of the basketball basket is attributable to the breaking of one of the screws securing the basket to the graphite panel as well as to the manoeuvre of Jean-Yves who suspended himself with his full weight for a few seconds.
- The screw broke as a result of a manufacturing defect, namely an abnormal weakness of the metal.
- The screw was manufactured with a new alloy. At the time of manufacture, the components of the basketball basket had been subjected to a rigorous quality control process and had undergone all available inspection tests, without any problem having been detected. A factor not known in the industry, and which could not have been foreseen at the time of the manufacture, distribution or sale, changed the resistance of the alloy used.
- Regulations for indoor basketball allow players to touch the basket's metal ring with their hand when trying to place the ball directly into the basket, a manoeuvre commonly called "dunking" in athletic jargon. This action is entirely acceptable and common in basketball. However, players are not allowed to grip the metal ring forming the opening to the basketball net; this is a violation of the rules of the game.

- The basketball basket used for the activity had been purchased by *Club Basket Pros inc.* at *Experts Sports inc.* on January 19, 2004. It was a *Huffy Sport* model on wheels which had a graphite panel and was manufactured by *Mécanor inc.*
- Louis Garnier was paid by *Centre* and had to wear its uniform. The specific instructions relating to the way in which he had to perform his job were given to him by *Club Basket Pros inc.* and it was the latter who controlled the entire conduct of the activities during the “Open House”.
- There was a sufficient number of skilled counsellors on site to supervise the activities.
- The neurological expert who examined Florence concluded that she has a permanent partial disability of 65% affecting her neuropsychological functions. Florence is totally dependent as regards her personal care and daily activities.
- Since his daughter’s accident, Simon Potvin has suffered from anxiety and has been depressive. He has had to miss work and lost \$12,000 of salary. However, he received disability benefits totalling \$8,000. His disability insurance contract does not contain a contractual subrogation clause.
- Jean-Yves, who is 13 years old, is a strapping young boy weighing 100 kg. He lives with his mother, Danielle Trottier, a widow. Jean-Yves was only four years old when his father died and, since then, he has become undisciplined and rebellious.
- Ariane’s food poisoning was caused by the cold cuts. Other participants in the “Open House” who ate the lunch showed the same symptoms as Ariane.
- *Centre* received the cold cuts from *Supermarché Dominion ltée* on the morning of February 1, 2004 and immediately refrigerated them until they were served. The packaging for the cold cuts indicated February 4, 2004 as the best before date. The donation of food products nearing their best before date is a current and well-accepted practice in the food industry, because it has been shown that the products are still edible several days after this date.

ASSUME THAT NONE OF THE PARTIES LIKELY TO BE SUED IS INSURED.

YOU MAY ASSUME THAT THERE IS NO CONTRACT BETWEEN *CENTRE COMMUNAUTAIRE YAMASKA INC.* AND THE YOUNGSTERS WHO TOOK PART IN THE “OPEN HOUSE”.

QUESTION 1 (5 marks)

Assuming that Ariane Brodeur's tutors were to sue *Centre communautaire de la Yamaska inc.*, would the latter be able to claim that its liability is excluded for the damage resulting from the broken glasses because of the poster placed at the entrance to the room?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

QUESTION 2 (5 marks)

Assuming that Ariane Brodeur's tutors were to sue *Supermarché Dominion ltée* for the damage resulting from Ariane's food poisoning, besides the absence of fault, what ground of defence could the defendant assert?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

QUESTION 3 (11 marks)

Name all the defendants against whom Florence Potvin's tutors could institute an action for damages as a result of the injuries suffered by her.

For each defendant, justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*, EXCLUDING ARTICLE 1460 C.C.Q.

QUESTION 4 (5 marks)

What amount could Simon Potvin claim as compensation for his lost income?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

QUESTION 5 (5 marks)

Assuming that an action instituted by Simon Potvin in his personal capacity were allowed in order to compensate for all his damages, could the court order the defendants to pay him the amount of his claim in the form of a monthly pension?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

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| FILE 2 (45 MARKS) |
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| Situation 1 |
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Situation 1 described in File 2 is an evolving situation: all the supplementary facts are to be added to the main portion of the fact pattern to form part thereof.

Armand Jolicoeur and Colette Beauregard were married on February 21, 1973 when they were both 21 years old and domiciled in Québec. They did not sign a marriage contract. Two children were born of their union: Louis in February of 1975 and Renaud in March of 1980. Renaud has a daughter of his own, Sophie, born in June of 2002 from his *de facto* union with Roxanne L'Heureux from whom he is now separated.

In 1974, Armand purchased a used car business using a sum of money lent by his father and repaid within the following ten years with income from the business. Armand devoted his time to operating the business while Colette stayed at home.

In 1975, upon Louis's birth, Armand purchased a house in Laval into which the family settled. The price of the house was \$38,000, paid as follows: an amount of \$5,000 paid in cash by Armand using savings accumulated before the marriage and a hypothec of \$33,000 taken out with the *National Bank of Canada*.

In 1981, Colette inherited a Jean-Paul Riopelle painting; since then, the painting has hung in the living room of the Laval residence. She also inherited an amount of \$100,000; at that time, using her inheritance, she repaid the balance of the hypothec on the house in Laval, which was then \$29,700.

In 1983, Armand purchased an income-producing immovable in Brossard for an amount of \$100,000, paid as follows: \$10,000 paid by Colette using her inheritance and \$12,000 from Armand's savings prior to the marriage, with the balance, namely \$78,000, being financed by a hypothec taken out with the *Caisse populaire de Brossard*. This hypothec, amortized over 20 years, has always been repaid using the immovable's rental income.

In 2000, Armand won \$137,000 in a lottery and used the winnings to purchase a *Winnebago* motor home at a price of \$187,000. Colette lent Armand \$50,000 from her inheritance to complete the purchase of this vehicle which served, from then on, for the family's vacations.

In 2002, at the time of their wedding anniversary, Armand purchased new furnishings for the Laval residence for an amount of \$47,000 which came from the income from his business.

That same year, Armand also purchased a *Volvo* automobile at a price of \$60,000 paid for with the income from his business. The car has been used both for his business and for family travel.

In January of 2003, Armand retired and sold his business to his son Louis for an amount of \$340,000 payable over 15 years.

Shortly thereafter, Armand offered Colette a *PT Cruiser* automobile for which he paid \$25,000 using his savings accumulated during the marriage. Both spouses used this car.

On February 10, 2004, during his vacation in Florida, Armand died of a heart attack. He had never made out a will.

Colette meets with you today and provides you with her balance sheet as well as Armand’s balance sheet as at the day of his death:

Balance sheet of Colette Beauregard as at February 10, 2004

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| <u>Assets:</u> | |
| <i>PT Cruiser</i> automobile | \$20,000 |
| Debt owed by Armand for the purchase of the <i>Winnebago</i> motor home | \$50,000 |
| Riopelle painting | \$250,000 |
| Jewellery purchased during the marriage | \$25,000 |
| Balance of the capital amount of her inheritance | \$9,000 |
| TOTAL NET WORTH: | \$354,000 |

Balance sheet of Armand Jolicoeur as at February 10, 2004

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| <u>Assets:</u> | |
| Family home in Laval | \$219,000 |
| Furniture in the Laval home | \$47,000 |
| <i>Volvo</i> automobile | \$41,000 |
| <i>Winnebago</i> motor home | \$187,000 |
| Income-producing immovable in Brossard | \$204,000 |
| Canada Savings Bonds purchased during the marriage using his savings | \$175,000 |
| Registered retirement savings plan acquired during the marriage from his savings | \$100,000 |
| Debt owed by Louis Jolicoeur for the sale of the business | \$340,000 |
| <u>Liabilities:</u> | |
| Debt owed to Colette for the purchase of the <i>Winnebago</i> motor home | \$50,000 |
| TOTAL NET WORTH: | \$1,263,000 |

QUESTION 6 (5 marks)

What is the net value of the property in the family patrimony of which Colette Beauregard is the owner?

Select the correct answer from among the answers written hereinbelow and circle the corresponding letter in the answer booklet.

- (a) \$0
- (b) \$20,000
- (c) \$70,000
- (d) \$270,000
- (e) \$295,000

QUESTION 7 (5 marks)

What is the net value of the property in the family patrimony of which Armand Jolicoeur is the owner?

Select the correct answer from among the answers written hereinbelow and circle the corresponding letter in the answer booklet.

- (a) \$407,000
- (b) \$503,000
- (c) \$544,000
- (d) \$594,000
- (e) \$719,000

QUESTION 8 (5 marks)

Can Colette Beauregard require the *Winnebago* motor home in payment of her share of the partnership of acquests?

Justify your answer by referring to one or more specific and relevant provisions of any legislation.

QUESTION 9 (5 marks)

Establish the amount of the total compensation owed by the mass of Armand Jolicoeur's acquests to the mass of his private property. Show all your calculations.

SUPPLEMENTARY FACTS

Colette also tells you that, a few days before Armand's death, her son Renaud suffered a stroke which left him severely physically handicapped and unable to work. Consequently, Renaud has no financial resources.

QUESTION 10 (8 marks)

(a) Does Renaud Jolicoeur have a claim for support to assert against the succession of Armand Jolicoeur?

Justify your answer by referring to one or more specific and relevant provisions of any legislation.

(b) Does Roxanne L'Heureux have a claim for support to assert on behalf of her daughter Sophie against the succession of Armand Jolicoeur? Explain your answer.

Situation 2

Annie Cauchon and Pierre Petit meet in January of 2002. Annie is the mother of a 3-year-old child, Johanne Sauvé, born from a prior union.

On July 3, 2002, Annie and Pierre contract a civil union in accordance with the requirements of the *Civil Code of Québec*. As of the union, Annie stops working outside the home and resumes her studies.

Pierre is an accountant and earns \$67,000 per year. He adores Johanne and behaves towards her like a father.

In February of 2004, Annie learns of Pierre's adultery and leaves him immediately. Pierre regrets his behaviour; he wants Annie to come back and tells her that he will not cooperate to put an end to their union.

QUESTION 11 (4 marks)

Indicate, with a yes or a no, what means of dissolution Annie Cauchon can use to terminate her civil union with Pierre Petit.

- (a) Motion to institute proceedings for separation from bed and board.**
- (b) Motion to institute proceedings for the nullity of the civil union.**
- (c) Motion to institute proceedings for the dissolution of the civil union.**
- (d) Joint declaration dissolving the civil union.**

QUESTION 12 (8 marks)

(a) Notwithstanding the break-up of her union with Pierre Petit, can Annie Cauchon obtain support for herself from him?

Justify your answer by referring to one or more specific and relevant provisions of any legislation.

(b) Notwithstanding the break-up of her union with Pierre Petit, can Annie Cauchon obtain support for Johanne Sauvé from him? Explain your answer.

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| Situation 3 |
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In January of 1997, Greg Timmins, a 56-year-old bachelor, meets Éva Turcotte who is also single and is 34 years old. Greg and Éva begin to live together just a few weeks after having met and, on November 7, 1997, a child is born of their union. The act of birth indicates, among other things, the name of the child, Martin Timmins, as well as the name of his father and mother, namely Greg and Éva.

On March 27, 2004, while Greg and Éva are on vacation in Cuba, Greg dies of a heart attack.

Despite an exhaustive search, only one will is found, namely the will signed by Greg on May 12, 1996 before Notary Charles Cyr. The will contains only one clause, which clause designates Greg's sister, Céline Timmins, as his universal legatee. Céline died on July 12, 2000, leaving an only child, Simon Timmins-Paré, who is now 31 years old.

QUESTION 13 (5 marks)

Name the successor or successors of Greg Timmins.

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

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| FILE 3 (24 MARKS) |
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| Situation 1 |
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Situation 1 described in File 3 is an evolving situation: all the supplementary facts are to be added to the main portion of the fact pattern to form part thereof.

In the fall of 2003, Andr anne Jolin-Savard, who is 13 years old, is noticed by Jerry Moore, an “artist agent”, who invites her to a photo shoot with a view to potential modelling contracts. Jerry asks Andr anne for \$400 to pay the photographer.

Andr anne is really taken with the idea and talks about it with her mother, Jocelyne Jolin, who refuses to consent to this proposal. Disappointed, Andr anne withdraws \$400, nearly all of her personal savings, from her bank account.

She then contacts Jerry who, on January 16, 2004, has her sign a three-year contract. The contract provides that Andr anne will pay the photographer’s costs and will pay Jerry 45% of her earnings as a model.

Following the photo shoot, Jerry explains to Andr anne that the photographs are of poor quality and that she will have to pay for a second photo shoot.

Andr anne feels that she has been taken advantage of and she confides in her mother. Jocelyne consults a cousin, Olivier Lampron, who works for a fashion magazine.

Olivier confirms to her that Andr anne’s portfolio, as it currently exists, is useless. Furthermore, he tells her that the fee required by Jerry is clearly excessive compared with current industry practices.

Andr anne, who has the support of her mother, wants to have the contract entered into with Jerry annulled. As for Robert Savard, Andr anne’s father, he opposes this approach: he wants this to serve as a lesson for his daughter. There is therefore a deadlock and Jocelyne wonders what to do.

QUESTION 14 (4 marks)

Does Jocelyne Jolin have a judicial recourse available to settle the disagreement between her and Robert Savard regarding the annulment of the contract signed by Andr anne Jolin-Savard on January 16, 2004?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Qu bec*.

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| SUPPLEMENTARY FACTS |
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Following negotiations, the contract between Andr  anne and Jerry is annulled. Two months later, thanks to Olivier, Andr  anne, who is now 14 years old, obtains her first modelling contract which proves to be a success! Andr  anne is very quickly noticed by a renowned modelling agency with whom she signs an agency agreement.

Contracts come regularly and, besides school, working as a model becomes Andr  anne’s principal occupation. A problem arises when Andr  anne wants to sign a contract that requires her to be photographed in underclothes. Her mother, Jocelyne, is categorically opposed. The teenager stands her ground and tells her new manager, Alex Khandor, that she wants to sign the contract. Her father does not want to get involved in the dispute.

QUESTION 15 (4 marks)

Can Andr  anne Jolin-Savard validly sign this contract notwithstanding her mother’s stated refusal?

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Qu  bec*.

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| SUPPLEMENTARY FACTS |
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At the beginning of May of 2004, another problem arises when Andr  anne tells her parents that she is thinking of having laser plastic surgery in order to remove a small birthmark at the base of her neck. Despite the surgeon’s explanations that the surgery involves minimal risk and negligible side effects, Andr  anne’s parents are opposed to it because they deem this surgery entirely unnecessary.

QUESTION 16 (4 marks)

Can Andr  anne Jolin-Savard consent on her own to the surgery, despite her parents’ stated refusal? If so, what formalities must she respect? If not, explain your answer.

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Qu  bec*

Situation 2

Situation 2 described in File 3 is an evolving situation: all the supplementary facts are to be added to the main portion of the fact pattern to form part thereof.

The son of Louisa Mayor, Julien Mayor, who is 26 years old, is truly letting his life get out of control. He has been taking drugs since his adolescence and, in recent months, has become addicted to heroin. He has gone into debt in order to pay for his drugs and recently lost his job as a butcher.

Louisa wants to help her son. In December, she finds space for him at *Vie Nouvelle*, a private detoxification clinic. She is willing to pay the cost of the program which lasts for a period of two months. Julien categorically refuses to go into detoxification, despite the fact that he is aware of his problem. He tells his mother that his lifestyle is his own business.

QUESTION 17 (4 marks)

Can Louisa Mayor oblige her son Julien Mayor to complete a detoxification program? If so, subject to what condition(s)? If not, explain your answer.

Justify your answer by referring to one or more specific and relevant provisions of the *Civil Code of Québec*.

SUPPLEMENTARY FACTS

A few months later, Julien’s situation worsens. Louisa notices that his behaviour has changed: he has terrible temper tantrums and has become convinced that everyone is after him.

On March 17, 2004, at around noon, Julien arrives at his mother’s place; he is in an overexcited state and claims that she has *stolen his soul*. Louisa notes that Julien no longer seems to have a grasp on reality. She becomes very frightened when he smashes her television screen with his bare fists and threatens to kill her if she treats his wound or brings him to the hospital. At Louisa’s request, police officers intervene and bring Julien to *Hôpital Doux-Jésus* where he is admitted at 2:00 p.m. for a psychiatric evaluation.

On March 18, 2004, at 3:30 p.m., Julien calls his mother on the phone and tells her that he wants to leave the hospital immediately. During the conversation, Louisa notes that her son is still overexcited and incoherent.

QUESTION 18 (4 marks)

At the time Julien Mayor calls his mother, can he be held at *Hôpital Doux-Jésus* against his will, without any other formality? Explain your answer.

SUPPLEMENTARY FACTS

On April 20, 2004, a psychiatric evaluation concludes that Julien, who is currently living with his mother, has paranoid dementia related to his drug addiction. The medical and psychosocial reports conclude that Julien is incapable of taking care of himself or his property. The medical report specifies that his situation could improve substantially if his drug addiction were under control. Louisa wants Julien to complete a detoxification program. Therefore, she takes steps to have herself appointed tutor to her son.

A few days before the date for the hearing of the motion, a friend of Julien, Loïc Poirier, shows Louisa a handwritten document signed by Julien:

Trois-Rivières, May 12, 1999.

If I am no longer able to take care of my affairs or make decisions, I mandate my friend Loïc Poirier to manage all my property and make decisions regarding me. I am relying on him to take care of me.

Julien Mayor

Witnesses: Isabelle Neron

Julia Héguzy

Loïc tells Louisa that he wants to bring Julien to his country house in Mauricie and that he will take good care of him. Louisa is strictly opposed to this suggestion and, instead, wants her son to undergo detoxification in a specialized facility. Furthermore, she knows that it has been at least three years since Loïc has seen Julien. Moreover, Julien is not in any position to give his opinion on the matter, because he is in a state of acute paranoid delusion.

QUESTION 19 (4 marks)

In the circumstances, who can make the decision regarding where Julien Mayor will be housed?

Justify your answer by referring to one or more specific and relevant provisions of any legislation.

CORRIGÉ
CIVIL I - EXAMEN DE REPRISE
13 mai 2004

DOSSIER 1 (31 POINTS)

QUESTION 1 (5 points)

Dans l’hypothèse où les tuteurs d’Ariane Brodeur poursuivraient *Centre communautaire de la Yamaska inc.*, cette dernière pourrait-elle prétendre que sa responsabilité est exclue pour le préjudice résultant du bris des lunettes, en raison de l’affiche apposée à l’entrée de la salle?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Non, art. 1476 *C.c.Q.*

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QUESTION 2 (5 points)

Dans l’hypothèse où les tuteurs d’Ariane Brodeur poursuivraient *Supermarché Dominion Itée* pour le préjudice résultant de l’intoxication alimentaire d’Ariane, outre l’absence de faute, quel moyen de défense la défenderesse pourrait-elle faire valoir?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

La défense du bon samaritain, art. 1471 *C.c.Q.*

2.

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QUESTION 3 (11 points)

Nommez tous les défendeurs contre qui les tuteurs de Florence Potvin pourraient tenter une action en dommages-intérêts à la suite des blessures subies par celle-ci.

Pour chacun des défendeurs, appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*, À L’EXCLUSION DE L’ARTICLE 1460 *C.C.Q.*

Louis Garnier, art. 1457 *C.c.Q.*

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Danielle Trottier, en sa qualité de tutrice, art. 1457 *C.c.Q.* **OU** Jean-Yves Latour, art. 1457 *C.c.Q.*

4.

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Danielle Trottier (personnellement), art. 1459 (et 1457 al. 3) *C.c.Q.*

5.

2

Club Basket Pros inc., art. 1463 (et 1457 al. 3) *C.c.Q.*

6.

2

Aucun autre défendeur

7.

3

QUESTION 4 (5 points)

Quel montant Simon Potvin pourrait-il réclamer pour compenser ses pertes de revenus?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

12 000 \$, art. 1608 *C.c.Q.*

8.

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QUESTION 5 (5 points)

Dans l’hypothèse où une action intentée par Simon Potvin, à titre personnel, était accueillie pour compenser l’ensemble de son préjudice, le tribunal pourrait-il condamner les défendeurs à lui payer le montant de sa réclamation sous forme de rente mensuelle ?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Non, art. 1616 *C.c.Q.*

9.

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DOSSIER 2 (45 POINTS)

QUESTION 6 (5 points)

Quelle est la valeur nette des biens du patrimoine familial dont Colette Beauregard est propriétaire?

Choisissez la bonne réponse parmi celles inscrites ci-dessous et encerclez la lettre correspondante dans votre cahier de réponses.

- a) 0 \$
- b) 20 000 \$
- c) 70 000 \$
- d) 270 000 \$
- e) 295 000 \$

Réponse : b) 20 000 \$

10. 5

QUESTION 7 (5 points)

Quelle est la valeur nette des biens du patrimoine familial dont Armand Jolicoeur est propriétaire?

Choisissez la bonne réponse parmi celles inscrites ci-dessous et encerclez la lettre correspondante dans votre cahier de réponses.

- a) 407 000 \$
- b) 503 000 \$
- c) 544 000 \$
- d) 594 000 \$
- e) 719 000 \$

Réponse : c) 544 000 \$

11. 5

QUESTION 8 (5 points)

Colette Beauregard peut-elle exiger le motorisé Winnebago en paiement de sa part dans la société d'acquêts?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes de tout texte de loi.

Oui, art. 482 C.c.Q.

12. 5

QUESTION 9 (5 points)

Établissez le montant total des récompenses dues par la masse des acquêts d'Armand Jolicoeur à la masse de ses propres? Faites état de tous vos calculs.

12 000 \$ d'économies d'Armand x valeur de l'immeuble au décès d'Armand
Prix de l'immeuble en 1980

12 000 \$ x 204 000 \$ = 24 480 \$ (immeuble à revenus)
100 000 \$

13. 5

QUESTION 10 (8 points)

a) Renaud Jolicoeur a-t-il un recours alimentaire à faire valoir contre la succession d’Armand Jolicoeur?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes de tout texte de loi.

Oui, art. 684 (et 585) C.c.Q. 14. 4

b) Roxanne L’Heureux a-t-elle un recours alimentaire à faire valoir au nom de sa fille Sophie contre la succession d’Armand Jolicoeur? Dites pourquoi.

Non, parce que Sophie n’est pas une créancière d’aliments.
OU
Non, parce que Sophie n’est pas une descendante au premier degré d’Armand Jolicoeur.
OU
Non, parce que Sophie est la petite-fille d’Armand Jolicoeur.
(art. 585 C.c.Q.) 15. 4

QUESTION 11 (4 points)

Indiquez par oui ou par non quel(s) mode(s) de dissolution Annie Cauchon peut utiliser pour mettre un terme à son union civile avec Pierre Petit.

| MODES DE DISSOLUTION | OUI / NON | |
|--|-----------|-------|
| a) Requête introductive d’instance en séparation de corps. | Non | 16. 1 |
| b) Requête introductive d’instance en nullité de l’union civile. | Non | 17. 1 |
| c) Requête introductive d’instance en dissolution de l’union civile. | Oui | 18. 1 |
| d) Déclaration commune en dissolution de l’union civile. | Non | 19. 1 |

QUESTION 12 (8 points)

a) Annie Cauchon peut-elle, malgré la rupture de son union avec Pierre Petit, obtenir de ce dernier une pension alimentaire pour elle-même?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes de tout texte de loi.

Oui, art. 521.17 OU 585 C.c.Q. 20. 4

b) Annie Cauchon peut-elle, malgré la rupture de son union avec Pierre Petit, obtenir de ce dernier une pension alimentaire pour Johanne Sauvé? Dites pourquoi.

Non, parce que Pierre n’est pas le père de Johanne.
OU
Non, il n’y a pas de relation *in loco parentis* dans le *Code civil du Québec*. 21. 4

QUESTION 13 (5 points)

Nommez le ou les successibles de Greg Timmins.

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Martin Timmins, art. 667 C.c.Q. 22. 5

DOSSIER 3 (24 POINTS)

QUESTION 14 (4 points)

Jocelyne Jolin dispose-t-elle d'un recours judiciaire pour résoudre le désaccord entre Robert Savard et elle-même en ce qui concerne l'annulation du contrat signé par Andréanne Jolin-Savard le 16 janvier 2004?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Oui, art. 196 C.c.Q. 23. 4

QUESTION 15 (4 points)

Andréanne Jolin-Savard peut-elle valablement signer ce contrat malgré le refus exprimé par sa mère ?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Oui, art. 156 C.c.Q. 24. 4

QUESTION 16 (4 points)

Andréanne Jolin-Savard peut-elle consentir seule à cette intervention, malgré le refus exprimé par ses parents? Si oui, quelle(s) formalité(s) doit-elle respecter? Si non, dites pourquoi.

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*

Oui, art. 17 C.c.Q. 25. 2

son consentement devra être donné par écrit, art. 24 C.c.Q. 26. 2

QUESTION 17 (4 points)

Louisa Mayor peut-elle obliger son fils Julien Mayor à suivre une cure de désintoxication? Si oui, à quelle(s) condition(s)? Si non, dites pourquoi.

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes du *Code civil du Québec*.

Non, art. 11, al. 1 C.c.Q. Julien est majeur et n'est pas déclaré inapte. 27. 4

QUESTION 18 (4 points)

Au moment où Julien Mayor téléphone à sa mère, peut-il être gardé à l'*Hôpital Doux-Jésus* contre son gré, sans autre formalité? Dites pourquoi.

Oui, parce que le danger est grave et immédiat. 28. 4

(art. 27 al. 2 C.c.Q.).

QUESTION 19 (4 points)

Dans les circonstances, qui peut prendre la décision en ce qui concerne le lieu d'hébergement de Julien Mayor?

Appuyez votre réponse en faisant référence à la ou aux dispositions précises et pertinentes de tout texte de loi.

Louisa Mayor, art. 15 C.c.Q.
OU
Le tribunal, art. 272 al.1 C.c.Q. 29. 4