

## Expulsion Supported

# University Has Right To Resiliate Contract

MONTREAL (CUP) — Universities have a right to expel students who go against the basic norms of the institution, a Montreal law professor said here Saturday.

Associate professor Paul Crepeau told the McGill Daily he believed that when a student signs an application form to a University, and it is accepted, "there is consent, and thus certain evidence of contract".

He was commenting upon the recent expulsion of three student editors at Laval University following the publication of a controversial article in the campus paper. He is an associate professor of private international law, and civil law and a specialist in the field of contracts and civil responsibility.

Under the contract, he pointed out, both the student and the University have obligations, but the student has an additional one. It is an obligation, "to act in accordance with the basic norms of the institution, and specifically, in the case of a Catholic or Christian University, in a manner not incompatible with the fundamental principles underlying the concept of education in that particular institution."

## EXPULSION SUPPORTED

"If the student fails to fulfill this obligation I am of the opinion the University has a right to unilaterally resiliate (cancel) the contract," he said.

The expulsion of the three

editors has provoked considerable discussion concerning the rights of students in the province. Members of the Association Générale des Etudiants de Laval are up in arms because the University authorities expelled the editors without consulting student representatives. In fact the AGEL has gone so far as to threaten a general strike of students.

Another complaint voiced held that the personal rights of the editors have been violated and that the University has taken unjust action.

## LEGAL POSITION CLEAR

On the question of students' right to education in the province of Quebec Prof. Crepeau said, "Up to the present time at the University level, no student has a civil right to education and more particularly, there is no civil right to an education at a specific institution. But, I would like to point out there is a right to education in Quebec at the secondary level."

He said that quite apart from any question of status that could or should be governed by University regulations, "it seems to me that in the light of the present day laws, the legal position in this situation is purely one of contract."

Such a contract is one between the University and the students individually. "The only questions are whether such a contract exists, and if it does exist, what its nature is. I don't think there is any doubt that a contract exists because when a student goes to University, he signs an application form, and this applica-

tion is either accepted or rejected. If accepted, there is consent, and thus certain evidence of a contract."

"In light of civil law of Quebec, and the law of obligations, and because the contract of education is not regulated by special provisions (as in the case of sale or mandate) this contract must be examined with regard to the general provision of the law of obligations and particularly Article 1024 of the Civil Code," he said.

Article 1024 states: The obligation of a contract extends not only to what is expressed in it, but also to all the consequences which, by equity usage or law are incident to the contract, according to its nature. SPECIAL OBLIGATION

Prof. Crepeau then stated he had no doubt that the contract of education is characterized as one of the intuitu personae, a contract in which the person of the student comes within consideration of the contract. Such contracts are based on confidence, as in mandate, he said. "Because of the nature of this education contract",—as in a mandate—"there is an obligation on both parties; on the student to pay his fees, and on the University to provide a college education through the services of competent professors."

"But, there is, in my view,

(because of the nature of the contract) a further obligation on the part of the student to act in accordance with the basic norms of the institution . . ."

He stated that on the basis of having read the article—"although I am uninformed as to other aspects"—he was inclined to think there is definitely matter for a reconsideration of the legal relationships involved.

"I would say that if a University cancels a contract of education, it has an obligation to reimburse the students involved with the balance of their fees on the basis of unjust enrichment."

## "Moral" From Page One

There was also strong pressure on the AGEL exerted prior to the meeting by both students and faculty members. A vote to strike was taken by the students of many faculties, in the event that the University should refuse the formation of an arbitration committee.

AGEL vice-president Gilles Blais was threatened with expulsion by the Dean of the Law faculty, in which Blais is enrolled, if he did not stop distribution of this week's newspaper, a special edition which brought out the background of this and other clashes.

## \$7,000, Purely For Research

"University No. 1", a \$7,000 oil-well, is situated between the Engineering and Medical buildings. It is the first and only oil-well on campus.

Purely for research and study, the well is dry. It was drilled to 600 feet by several members of the Canadian petroleum industry.

The primary purpose of the well is undergraduate instruction. Some principles of the petroleum industry are difficult to demonstrate in standard labs. The well may be used for pressure or temperature surveys with equipment available at the University. However, some demonstrations such as radioactive well logs require the cooperation of the same companies which helped build the well.

There is a complete well head beneath the cement frame, and students may get a much clearer impression of the mechanisms of the wellhead by direct observation. The University also has a number of small engineering instruments which may be used in demonstrations.

Rock samples taken during the drilling of the well are still being used for demonstration purposes. They are on exhibit in the basement of the Engineering Building.

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