



Question 1(1 point)  Save


The purpose of discovery is to

- a) test the strength of the opposing positions and encourage the parties to reach a compromise
- b) ensure that all documents are in order before trial
- c) ensure that legal costs are equal for both parties to a lawsuit
- d) allow the defendant to present answers to the allegations made by the plaintiff
- e) allow the mediator to file her report to both parties in a lawsuit

**Question 2**(1 point)  Save


Factors considered by the court in assessing whether there is liability for nuisance do not include

- a) the nature of prevailing uses of land in the area
- b) whether the defendant made attempts to avoid causing harm
- c) whether the intrusion was significant and not reasonable
- d) whether the intrusion was only temporary
- e) whether the intrusion was associated with a benefit to citizens as a whole

**Question 3**(1 point)  Save

Legal risks a business faces may include


- a) a customer falling on ice in the business's parking lot
- b) a pedestrian being hit by a company truck
- c) a change in local bylaws regarding business occupancy
- d) a change in tariffs on imported parts
- e) all of the above

**Question 4**(1 point)  Save

The law protects members of society by


- a) setting rules to ensure commitments are not made unless they can be met
- b) setting rules with penalties in order to encourage compliance
- c) seeking to make those who break the law accountable for their misconduct
- d) a & b
- e) b & c



Question 5(1 point)  **Save**


The filing and service of a defense is part of the pleadings stage of a legal action.

- True
- False

**Question 6**(1 point)  **Save**


Mediation is a process in which

- a) a neutral party makes a decision that resolves a dispute
- b) one person sues another
- c) the parties to a dispute endeavor to reach a resolution with the assistance of a neutral person
- d) contracts are formed between two or more business corporations
- e) losses are paid for by the parties responsible for creating them

**Question 7**(1 point)  **Save**


When you are establishing a new business, the structural forms available to you include

- a) sole proprietorship
- b) partnership
- c) crown corporation
- d) a & b
- e) a & c

**Question 8**(1 point)  **Save**

Any form of contact, whether intentional or unintentional, is sufficient to establish the tort of battery.

- True
- False

**Question 9**(1 point)  **Save**

The parol evidence rule is

- a) a guiding principle for interpreting the terms of a contract
- b) the basis for relieving parties from their contractual obligations if performance of the contract is impossible
- c) a rule that limits the evidence a party can introduce concerning the contents of a contract

- d) a condition that, until it occurs, suspends the parties' obligation to perform their contractual obligations
- e) a term in a contract in which the parties agree that their contract is complete as written

**Question 10**

(1 point) Save

A clause that says "the seller is not liable for any losses relating to defects in the design of the product" is

- a) an entire contract clause
- b) a limitation of liability clause
- c) a liquidated damages clause
- d) an exemption clause
- e) a condition precedent

**Question 11**

(1 point) Save

When the two-step test is applied in negligent misstatement cases,

- a) there must be a contractual relationship between the parties
- b) there must not be a contractual relationship between the parties
- c) there must be no considerations limiting or eliminating any duty of care owed by the defendant to the plaintiff
- d) there must be clear and unambiguous considerations limiting or eliminating any duty of care owed by the defendant to the plaintiff
- e) none of the above

**Question 12**

(1 point) Save

Does the principle of vicarious liability have a different application to intentional as opposed to unintentional torts? Should it?

Yes it does

**Question 13**

(1 point) Save

A shopper in a self-serve retail store is

- a) a contractual entrant
- b) a gratuitous entrant
- c) an invitee

- d) a licensee
- e) a trespasser

**Question 14**

(1 point) Save

When the existence of the contract is not in doubt, the court will assign as reasonable a meaning as possible to vague or ambiguous terms.

- True
- False

**Question 15**

(1 point) Save

The third step in the four-step risk management process, devising a risk management plan, includes

- a) hire a legal professional
- b) review the organization's business decisions
- c) assess the probability of loss
- d) reduce the risk
- e) monitor and revise the plan

**Question 16**

(1 point) Save

Legal rights associated with the information technology function may arise from

- a) making tradeoffs between efficiency and safety
- b) industry codes and pricing regulations
- c) legislation designed to ensure the privacy of information
- d) elimination of sales taxes
- e) employee rights legislation

**Question 17**

(1 point) Save

The decision is

- a) the formal documents concerning the basis for a lawsuit
- b) the judgment of the court that specifies which party is successful and why
- c) proof presented in court to support a claim
- d) the process of arguing to a higher court that a court decision is wrong
- e) legal expenses that a judge orders the loser to pay the winner

**Question 18**

(1 point) Save

Contractual quantum meruit is

- a) a guiding principle for interpreting the terms of a contract
- b) the basis for relieving parties from their contractual obligations if performance of the contract is impossible
- c) a rule that limits the evidence a party can introduce concerning the contents of a contract
- d) a condition that, until it occurs, suspends the parties' obligation to perform their contractual duties
- e) a reasonable price for goods or services when the price was not agreed upon

**Question 19**

(1 point) Save

Generally, a person whose actions cause injury to another will be liable to the other person if

- a) the other person can prove he intended to harm her
- b) the other person can prove her injury was a reasonably foreseeable result of his actions
- c) the other person can prove that the Criminal Code applies
- d) a or b
- e) any of the above

**Question 20**

(1 point) Save

In order for federal legislation to become law, it must be passed by

- a) the House of Commons
- b) the Senate
- c) the legislature of all affected provinces
- d) a & b
- e) all of the above

**Question 21**

(1 point) Save

As defined in tort law, negligence is

- a) deliberately causing injury to another person
- b) inadvertently causing injury to another person
- c) exposing others to potential injury
- d) failing to act reasonably when injury to another person is a foreseeable result
- e) failing to prevent injury to others

**Question 22**

(1 point) Save

Having a legal risk management plan is an unnecessary frill for a small organization

- True
- False

**Question 23**

(1 point) Save

The existence of contractual intention is presumed when

- a) the parties are dealing in the marketplace
- b) the parties have a personal relationship
- c) the parties are related
- d) the parties are close friends
- e) there has been no communication between the parties

**Question 24**

(1 point) Save

A clause that says "the seller's liability for any losses relating to defects in the design of the product is limited to a maximum of \$10,000" is

- a) a condition subsequent
- b) an entire contract clause
- c) a limitation of liability clause
- d) a liquidated damages clause
- e) an exemption clause

**Question 25**

(1 point) Save

When the offeror and offeree have entered an option agreement,

- a) the offeror must give written notice to the offeree if he wishes to revoke the offer
- b) the offeree is required to accept the offer
- c) the offeree is prevented from entering a similar contract with anyone but the offeror
- d) the offer cannot lapse prior to acceptance
- e) the offeror loses his right to revoke the offer

**Question 26**

(1 point) Save

A clause that allows the parties to reopen negotiations or terminate the contract if specified events occur is

- a) an entire contract clause
- b) an implied term
- c) a condition precedent
- d) an exemption clause
- e) none of the above



Question 27

(1 point) Save

Liberalism is

- a) the central ideas or principles that guide government in its work
- b) the supreme law of Canada that constrains and controls how the branches of government exercise power
- c) a political philosophy that elevates individual freedom and autonomy as its key organizing value
- d) one of Canada's leading political parties
- e) the machinery that comprises and governs the legislative, executive, and judicial branches of government



Question 28

(1 point) Save

A clause in an employment contract that says "the employee is to work for the employer unless her sales drop below \$10,000 per month" is

- a) a condition precedent
- b) a condition subsequent
- c) an entire contract clause
- d) a limitation of liability clause
- e) a liquidated damages clause



Question 29

(1 point) Save

A legal risk management plan should be put into place as soon as losses have occurred.

- True
- False



Question 30

(1 point) Save

The steps in a negligence action include establishment of

- a) a duty of care owed by the defendant to the plaintiff
- b) a duty of care owed by the plaintiff to the defendant
- c) a breach of contract by the plaintiff
- d) a breach of contract by the defendant
- e) none of the above

**Question 31**

(1 point) Save

Should a new business decide to "use" the name of an existing company, the latter business can address this problem by

- a) bringing an action against the new business for damages suffered
- b) suing for damages suffered and apply for a court order prohibiting them from continuing to use the name
- c) there is nothing they can do
- d) applying to the courts to have the business closed due to their "stealing" the name
- e) taking over the new business as it bears the name in question

**Question 32**

(1 point) Save

Public law deals with the regulation of relationships between individuals and government.

- True
- False

**Question 33**

(1 point) Save

When a tavern employee threatens to strike a rowdy patron with his fist, he is committing the tort of

- a) assault
- b) battery
- c) negligence
- d) vicarious liability
- e) aggravated assault

**Question 34**

(1 point) Save

Defamation is

- a) the act of coming onto another's property without the occupier's consent
- b) incitement to break the contractual obligations of another

- c) presenting another's goods or services as one's own
- d) the public utterance of a false statement of fact or opinion that harms another's reputation
- e) the utterance of a false statement about another's goods or services that is harmful to the reputation of those goods or services

**Question 35**

(1 point) Save

Generally, supporting expert evidence is required to sustain an action for damages for emotional distress.

- True
- False

**Question 36**

(1 point) Save

If the parol evidence rule applies

- a) oral evidence regarding problems at the time of contract formation is not admissible in court
- b) oral evidence regarding the terms of the contract is not admissible in court
- c) oral evidence regarding the existence of collateral agreements is not admissible in court
- d) oral evidence regarding intention that the contract be partly oral and partly written is not admissible in court
- e) all of the above

**Question 37**

(1 point) Save

Risk exposure can be limited by

- a) risk avoidance
- b) risk reduction
- c) risk retention
- d) risk transfer
- e) all of the above

**Question 38**

(1 point) Save

Wesson was a long standing season ticket holder to Toronto Blue Jay baseball games and had made it a practice of allowing his friends and business associates – Smith and Jones – to purchase some of those tickets. It was agreed that Wesson would provide them with a total of six tickets per season. After 10 years, Wesson decided to discontinue this practice, since he no longer had any social or business dealings with these individuals and his children had expressed the wish to have additional baseball tickets.

Do Wesson and his friends have a contractual relationship? Which of the four requirements for a

contract is in doubt?

No, because he is not receiving anything in return. therefore it is in doubt that both sides of the contract are obtaining benefit.



Question 39

(1 point) Save

One person says to another "I am prepared to sell my car to you for \$10,000. I'll give you until 6:00 PM tomorrow to let me know if you want it." At 9:00 PM the following day, the other person phones the offeror and says "I have decided to accept your offer." Contract law will treat the offeree's response as

- a) an invitation to treat
- b) an offer
- c) acceptance of the offer
- d) revocation of the offer
- e) none of the above



Question 40

(1 point) Save

The most common form of ADR is litigation.

- True
- False



Question 41

(1 point) Save

In general, for a contract to be enforceable

- a) the contract must be written

- b) the contract must be made under seal
- c) the agreement between the parties must be complete
- d) one of the parties must take legal proceedings against the other
- e) all of the above

**Question 42**

(1 point) Save

The law is a set of rules and principles intended to guide conduct in society.

- True
- False

**Question 43**

(1 point) Save

A customer in a retail store is asked to accompany a security guard to "the office" because the security guard, erroneously, suspects her of shoplifting. The customer does as asked, only because she is afraid that there would be an embarrassing scene if she does not. The retail store is probably

- a) not liable to the customer
- b) liable for the tort of trespass
- c) liable for the tort of nuisance
- d) liable for the tort of false imprisonment
- e) liable for the tort of defamation

**Question 44**

(1 point) Save

The party being sued in court has the obligation of proving that he or she is not liable to the other person.

- True
- False

**Question 45**

(1 point) Save

The goal of negotiation is to

- a) assess resolutions to legal disputes
- b) reach a fair and acceptable outcome
- c) prolong legal conflict
- d) set priorities for dispute resolution
- e) determine the nature and extent of a dispute

**Question 46**

(1 point) Save

A neighbour who parks in your driveway, at your invitation and with your consent, is

- a) a contractual entrant
- b) a gratuitous entrant
- c) an invitee
- d) a licensee
- e) a trespasser

**Question 47**

(1 point) Save

The first step in the four-step risk management planning process, legal risk identification, includes

- a) hire a legal professional
- b) review the organization's business decisions
- c) assess the probability of loss
- d) reduce the risk
- e) monitor and revise the plan

**Question 48**

(1 point) Save

Falsely representing a product that you have for sale to be the product of a well known manufacturer is

- a) not committing a tort
- b) committing the tort of negligence
- c) committing the tort of nuisance
- d) committing the tort of passing off
- e) committing the tort of injurious falsehood

**Question 49**

(1 point) Save

The requirement of causation in negligence cases is not satisfied if

- a) the defendant's breach of duty is reasonably foreseeable
- b) the plaintiff's injury is reasonably foreseeable
- c) the plaintiff's injury is too remote from the defendant's actions
- d) the plaintiff's only injury is a purely economic loss
- e) the plaintiff has a pre-existing condition that has the effect of increasing the severity of the

injury



Question 50

(1 point) Save

A manufacturer that is able to show that it has lost sales because a competitor is successfully representing its products to be of considerably lower quality than they actually are can bring an action for

- a) the tort of deceit
- b) the tort of trespass
- c) the tort of nuisance
- d) the tort of passing off
- e) the tort of injurious falsehood



Question 51

(1 point) Save

When asked to interpret the meaning of an ambiguous term in a written contract, the court

- a) will not consider the matter, because of the parol evidence rule
- b) will apply the reasonable person test to interpret the term
- c) will send the parties to mediation to resolve the dispute
- d) will apply the rule of implied terms
- e) none of the above



Question 52

(1 point) Save

Standard form contracts are common in

- a) automobile sales
- b) automobile rentals
- c) bank loans
- d) all of the above
- e) none of the above



Save All Responses