

1) A simple definition of law would be misleading because law is so

b. diverse and complex.

2) We need to have law because it

a. regulates individuals' interactions with one another.

b. gives the government the power to act for the benefit of society in general.

c. provides an element of certainty in determining contractual and property rights.

d. protects persons, property, and society, and prohibits conduct that society believes is harmful.

e. all of the above

3) The fact that laws that appear to be unjust must still be obeyed suggests that

d. in reality, we must think of justice as nothing more than the result of our legal system.

4) The Canadian legal profession is organized on a provincial basis with each province having its own "bar" society. However, a member of any provincial bar may appear before

c. the Supreme Court of Canada.

5) Joe hired Julie, a lawyer, to defend him on assault charges. At their first meeting he told her the details concerning his involvement in the assault. After a dispute between Joe and Julie in relation to legal fees, Joe decided to retain a new lawyer. The police attended at Julie's office to ask her questions concerning what Joe told her about the assault. In these circumstances

a. the solicitor/client privilege does not allow Julie to reveal any communications she had with Joe without his approval.

6) A compliance officer employed by a business for purposes of monitoring legislative requirements applicable to the business ensures

b. that the business complies with all regulatory and legislative requirements to avoid claims, fines and other possible penalties or sanctions.

7) When we say that the law is part of every facet of business, we mean that

e. all of the above

8) Effective operation of a business requires that business managers

e. must know the law and must understand the legal risks associated with the everyday choices that they make.

9) A risk management plan

e. helps a business to identify and anticipate potential legal liability.

10) Which of the following will a business use to reduce its liability?

- a. risk reduction
- b. risk absorption
- c. risk avoidance
- d. risk transfer
- e. all of the above

11) To implement a risk management plan, a business must first

e. conduct a legal audit of the business operation.

12) In deciding whether a statute is valid or invalid, the court must consider

- a. the effect that the statute has.
- b. the purpose of the statute.
- c. whether it should interpret the statute broadly.
- d. whether it should interpret the statute narrowly.
- e. all of the above

13) A binding code of conduct is a

d. code of conduct that regulates specified activities, such as those of professionals.

14) When a court interprets a statute narrowly, the result will most likely be that

a. the statute will be found to fall inside the power of the government that made it.

15) When we say that the law is linked to moral and ethical standards, we mean that

e. the moral and ethical values of a society as a whole shape the development of the law.

16) Under our legal system, which is derived from English common law,

b. our courts look to and apply principles of law that have evolved out of cases dealing with the same subject matter as does the dispute between the private parties.

17) In a federal system such as our own, the role of the courts is to

b. dispense the law, which includes interpreting it as well.

18) The most common complaint about judges when they are interpreting statutes or legislation is that they

c. are too political and are usurping the powers of Parliament and the provincial legislatures.

19) Legislation is the name given to

d. laws that are made by Parliament and provincial legislatures.

20) In a federal country such as Canada, the Supreme Court of Canada, and not Parliament, usually has the last word on the law because

b. there are two distinct levels of government.

21) The Supreme Court of Canada performs several roles. One role it does NOT perform is

b. an umpire between the various levels of government.

22) Law is derived from a variety of sources. These include the constitution, legislation, and

b. court decisions handed down by judges.

23) Whenever a law is determined by a court to be outside the jurisdiction of the legislature, and beyond its powers, the law or provision is said to be

b. *ultra vires* and therefore void.

24) Federalism is

c. the system of government in which power is divided between two levels of government.

25) The Canadian Charter of Rights and Freedoms is said to be entrenched in the Canadian constitution. This means that

d. it cannot be repealed by an ordinary act of Parliament or of the provincial legislatures.

26) Section 15 of the Canadian Charter of Rights and Freedoms deals with

b. equality rights.

27) Section 33 of the Charter allows the legislature to pass legislation that overrides the fundamental freedoms specified in the Charter only if

a. the legislation expressly declares that it "shall operate notwithstanding" a provision included in the Charter.

28) The "notwithstanding" provision in the Charter of Rights and Freedoms is one that

e. allows a legislature to pass laws that override the fundamental freedoms specified in the Charter if the provision specifically states that it shall operate notwithstanding the freedoms specified in the Charter.

29) Which of the following is NOT part of the role or function of the courts?

d. to arrest offenders

30) Section 1 of the Charter of Rights and Freedoms says that the rights in the Charter are not absolute. Section 1

b. allows the courts to decide whether it is necessary to infringe on rights in order to maintain the values of a free and democratic society.

31) Any provision found by a court to be outside of the legislature's jurisdiction and therefore beyond its powers is referred to as

a. residual powers.

d. *ultra vires*.

1) In addition to the two basic categories of public and private law, law is divided further into two more categories, which are

e. substantive and procedural law.

2) The form of law that was adopted by the whole of continental Europe was one in which

d. the law was codified.

3) The fact that similar cases are treated alike

b. reduces the number of disputes that go to court by allowing parties to anticipate the results based on prior outcomes.

4) When we talk about predictability being a major element of law, we mean that

e. people should be able to find out where they stand and how to act with reasonable certainty.

5) The rule *stare decisis*

c. is not a hard and fast rule and is not always followed.

6) A valid argument as to why the rule *stare decisis* should not be an absolute rule is that

a. no two sets of facts are identical in every respect.

b. fairness in law often requires that judges exercise some flexibility in their approaches to some cases.

c. precedents only bind the same set of circumstances.

d. judges are only bound to follow decisions of higher courts.

e. all of the above

7) In our legal system, the decision of a court of first instance

d. can only be overruled by either an appeal court or the Supreme Court of Canada.

8) When it comes to interpreting statutes, a precedent is formed when courts

b. decide what the language of the statute means; whether it applies to the facts of a case; and, if it does, its consequences.

9) Of the two main classes of legislation,

d. active legislation gives the government itself the power to carry on a program and passive legislation allows it to change the law.

10) The provincial court system has been established to deal with most matters of private and public law. Trial courts often deal with matters at first instance. The busiest of these civil courts as far as number of cases is

d. Small Claims Court.

11) When we say that in order to institute a lawsuit, a person must first have standing, we mean that

a. the person bringing the lawsuit must establish that he or she has the right to bring the lawsuit.

12) When two or more parties have a legal dispute, often the cheapest form of resolving the dispute is by

d. an out of court settlement.

13) The normal steps in a civil lawsuit in Canadian courts are

c. statement of claim, statement of defence, oral and documentary examinations for discovery, and trial.

14) When considering whether or not it is worthwhile to commence an action or lawsuit, a prudent business manager must consider

- a. the staggering costs of the litigation, even if winning appears to be a certainty.
- b. that even if winning appears to be a certainty, it may be impossible to collect any money from the defendant.
- c. that there is always a risk of losing and having to pay the legal costs of the other party.
- d. that even if winning appears to be a certainty, the litigation may take up a huge amount of the business manager's time, which would be better spent concentrating on the business.

e. all of the above

15) Which of the following is generally used to resolve an international dispute?

d. arbitration

16) Janet recently learned that her credit card company charged her an unauthorized amount of 94 cents on her credit card bill. She reviewed the matter and determined that this charge had been made on a monthly basis for several months. She consulted with a lawyer who told her that in the circumstances the best procedural approach to addressing the problem was for her to

d. seek to have the action against the credit card company certified as a class action thereby allowing her to represent the entire group of possible class members, i.e. those who likewise were billed an unauthorized amount by the credit card company.

17) When a party wins a legal action, the judge will usually award the successful party

d. party and party costs.

18) Substantive law

d. comprises the rights and duties that each person has in society.

19) The primary goals of the common law when it was developed were

b. consistency and predictability.

20) The two main sources of law are

c. judge-made law and statute law.

21) Law created by administrative agencies that are authorized by statute to make laws for certain purposes is called

a. subordinate legislation.

22) Specific performance and contempt of court are examples of

d. equitable remedies.

23) Which of the following is NOT/are NOT a Federal Court of Canada?

b. Federal Family Court

24) Which of the following is NOT one of the tiers of courts in Canada?

c. circuit courts

25) In class action proceedings,

e. a plaintiff applies to court to represent a class of plaintiffs with similar claims.

26) Mary owes Jack \$15 000 in unpaid bills. Mary and Jack enter into an agreement. Jack is required to pay Mary \$20 000 for the delivery of certain products. Jack is unable to pay and Mary sues Jack. Under the circumstances, Jack may also

b. counterclaim for \$15 000.

27) Jack decides to sue Mary and consults a lawyer. Because Jack had very little money, the lawyer agrees that his fees will take the form of a percentage of the damages Jake collects if he wins. The lawyer's fee arrangement is a

a. contingent fee arrangement.

28) The two models of legal aid that are used in Canada are the

b. community legal clinic and judicare.

29) Mary works at a bread-making factory. All the women workers at the plant are paid lower wages than their male counterparts for the same work. The women workers decide to sue. They decide that Mary should represent all of them in a lawsuit. This kind of lawsuit is known as

a. a class action.

30) Standing to sue is recognized by a court when a litigant

e. has a direct interest in a matter and/or whose rights are specifically affected by another.

1) A doctor makes a serious error during the course of diagnosing a patient. The patient subsequently dies. The deceased patient's family members bring a lawsuit against the doctor. All the experts who testify agree that the doctor failed to meet the standard of care but that if appropriate care had been provided, the patient would have died in any event. The family members' case against the doctor will

d. fail because the plaintiff cannot prove causation which is an essential element of the tort of negligence.

2) Tort damages are often classified into

e. general and special damages.

3) Albert and Jane and her husband own homes beside each other. Jane has a swimming pool in her back yard. Between the houses, on Albert's property, there is a line of very old trees that have grown so tall that they are blocking the sunlight from the swimming pool area of Jane's property. Yesterday, Jane's husband, George, after hearing Jane complain about the blocked sunlight, without going onto Albert's property, cut 3 meters off the top of each of Albert's trees to let the sunlight into his and Jane's back yard. George's action in cutting down the trees constitutes

c. the tort of nuisance.

4) Use this fact situation to answer the related questions that follow.

Mary is employed in administration at York University, where she is paid \$3500.00 a month. The administrative staff have gone on strike and, to that end, have set up a picket line to prevent employees from going into the university's administration building. Mary wants no part of the strike, so she decides that she will cross the picket line. As she does this, an employee named Ralph says, "Unless you want a black eye, lady, you better not cross the picket line." John, another employee, pushes Mary back. Unknown to Mary, there is a hole in the pavement that the university has been aware of for quite some time, but has done nothing about, and as Mary falls back, her shoe catches in the hole and she falls down, breaking her leg and spraining her right arm.

Ralph's statement to Mary is

b. the tort of assault.

5) Use the fact situation in Q3 to answer the related question that follows.

John's action in pushing Mary constitutes

b. the tort of battery.

6) *Use the fact situation in Q3 to answer the related question that follows.*

The failure of the university to repair the hole in the pavement constitutes

c. the tort of negligence.

7) *Use the fact situation in Q3 to answer the related question that follows.*

If Mary sues the university, among the damages that she will receive if she is able to prove her case are

e. general damages for pain and suffering and for her broken leg and sprained arm and special damages for loss of income and medical expenses, etc.

8) *Use the fact situation in Q3 to answer the related question that follows.*

If Mary wants to show that the university was negligent, Mary must prove

- a. that the injuries were a foreseeable result of the failure to repair the hole in the pavement.
- b. that the university breached its duty to repair the hole in the pavement.
- c. that Mary suffered injuries as a result of the failure to repair the hole in the pavement.
- d. that the university owed her a duty to repair the hole in the pavement.
- e. all of the above

9) *Use this fact situation to answer the related questions that follow.*

Harry, who owns a home in Toronto, needs a plumber to repair a leaky water pipe, so he calls Marty the plumber. Yesterday it snowed, but Harry did not shovel the snow from his walk and it has now turned to ice. Harry has some salt that he could put on the ice to make it safe, but decides that watching the football game is more important. As Marty arrives at Harry's house, he sees Jonny Star, the local newspaper boy, walk up Harry's walk. Harry told Jonny that he could come over to watch the football game on Harry's brand new HD television. Marty gets out of his truck and begins to go up Harry's walk. Of course, because the walk is covered in ice, both Marty and Jonny slip and fall. Marty breaks his right arm, and Jonny breaks his left ankle. When Harry looks out his window, he sees Marty and Jonny on the ground and notices that although Jonny has rubber winter boots on, Marty is wearing his dress shoes, which have leather soles.

In the fact situation above, Marty is

d. an invitee.

10) *Use the fact situation in Q8 to answer the related question that follows.*

In the fact situation above, Jonny is

c. a licensee.

11) *Use the fact situation in Q8 to answer the related question that follows.*

In the fact situation above, Harry is

a. an occupier.

12) *Use the fact situation in Q8 to answer the related question that follows.*

In a lawsuit by Marty and Jonny against Harry for negligence,

a. the fact that Marty was wearing shoes with leather soles may be found to be contributory negligence.

13) Which of the following is NOT a defence to the tort of defamation?

a. that the defendant did not mean to harm the plaintiff's reputation

14) Michael is employed by James' Groceries. Jim, the owner of Jim's Groceries approaches Michael and convinces Michael to leave James' Groceries and work for Jim's Groceries. James' Groceries may sue Jim's Groceries for

e. inducing breach of contract.

15) Ted is employed as a computer analyst at Macrotech. His written contract of employment requires him to give his employer 30 days' notice of his intention to terminate the agreement. Macrotech's main competitor, Data Inc., attempts to hire Ted away. Data Inc.'s president convinces Ted to accept their employment offer and to leave Macrotech immediately, without providing any notice pursuant to the agreement. Data Inc. has committed the tort of

d. inducing breach of contract.

16) During the early development of the common law, whether an occupier or owner of premises owed a duty of care to persons who came on the premises and the standard of care owed depended on whether the persons were invitees, trespassers, or

c. licensees.

17) James has been burgled several times. He is fed up and decides to do something about it. He places two traps at vantage locations in his home. One night he hears a scream and he runs down to find Bob, a local troublemaker, writhing in pain and holding his bleeding leg. Which of the following is NOT true?

c. James owes no duty to Bob because Bob is a trespasser and was unlawfully on the premises.

18) Which of the following statements is NOT true?

c. After a manufacturer places a product on the market, its duty towards consumers ends.

19) The role of tort law is to

a. compensate victims for harm suffered from the activities of others.

20) A tort is

e. a wrongful act done to the person or property of another.

21) Both a crime and a tort are being committed when

d. a last-minute holiday shopper strikes a fellow shopper with his fist resulting in a broken jaw.

22) During the early stages of the development of tort law, liability was

d. strict.

23) In modern times, the basis for liability in tort is

e. fault.

24) Strict liability

e. removes the onus on the plaintiff to show that the defendant is at fault.

25) Which of the following best demonstrates the concept of vicarious liability?

d. Jack is employed by Jim as a trainee mechanic. Jim's sister, Maggie brings her car to the shop. It has an engine problem. Jack has never worked on a car's engine before. Jim asks Jack to work on the engine. Jack works on the engine. Later when Maggie drives off in the car, the engine explodes, injuring Maggie.

26) Which of the following statements best explains the standard of care in the law of tort?

b. The standard is one that differs from person to person and activity to activity.

27) At what stage in a negligence action will the court apply the remoteness test?

d. the injury/damages stage

28) Joe recently purchased a can of shaving cream from his pharmacy. After shaking the can as directed, Joe pushed the button on top. Suddenly and without warning, the can exploded causing serious injury to Joe. As a result of the explosion, the can of shaving cream was destroyed. In an action by Joe against the manufacturer, the following principle of law will apply:

b. The court can infer negligence on the part of the manufacturer on the basis of the circumstantial evidence resulting in a shift of the burden onto the manufacturer to prove that it was not at fault.

29) Stoney Canyon penitentiary is located near the town of Elmwood. One evening a guard employed at the jail failed to properly secure one of the gates near an exercise field. As a result, an inmate escaped and went on a crime spree. Having regard to issues of proximity, foreseeability, and policy reasons, which of the following claimants would be least likely to succeed in a court action against the guard and/or the jail?

b. A claim by a gas station owner for personal injury and economic losses occasioned by the escaped inmate's assault and robbery which took place two months later and 250 kilometres away from the jail.

30) Phil was riding his motorcycle home from work when he was involved in a motor vehicle accident. As he lay on the road injured, he was attended to by two different motorists who stopped after seeing the accident. Additionally, an overhead helicopter from the local TV news station was broadcasting live on air. Suddenly, a second vehicle careened out of control and ran over Phil killing him instantly. Given concerns about proximity, foreseeability, and policy reasons, of all the people who suffered nervous shock, who would be most likely to recover compensation in a court action against the reckless driver of the second vehicle that caused Phil's death?

a. Claims by the two motorists who were assisting Phil at the scene.

31) During a parliamentary debate, Jack accuses Jim of lying to his constituents Jim decides to sue. Which of the following is true?

c. Jack has a defence of absolute privilege.

32) Exemplary damages are awarded by the court when it intends to

b. punish the wrongdoer.

33) The purchaser of a bottled beverage is more likely to be successful in a suit for damages against the manufacturer as a result of becoming ill if

c. she saw a long black hair in the bottle after taking "a sip."

34) Prior to the legislative changes in Canada with respect to contributory negligence, if a plaintiff contributed in any way to her or his own loss the action would fail. Statutes now require courts to

b. apportion damages according to the respective degree of responsibility of the parties.

35) Which of the following is NOT a defense to a defamation action?

d. the written or spoken words came from someone else first

1) The duties of professionals may be categorized as

e. contractual, fiduciary and duty in tort.

2) The difference between a negligent misrepresentation and a fraudulent misrepresentation is that

b. a negligent misrepresentation requires only a breach of duty of care and skill, while a fraudulent misrepresentation requires at least some guilty knowledge or willful disregard of the falsity of information provided.

3) A conflict of interest can be said to arise

a. where a professional represents two or more parties, each of whom has an opposing interest.

b. when a client's interest conflicts with the interest of another person represented by the same professional.

c. where a client's interest conflicts with the interest of the professional representing the client.

d. where a professional represents two parties, each of whom has a competing interest.

e. all of the above

4) In a lawsuit against a professional for a breach of duty of care, a prudent plaintiff should

d. sue in tort for negligence arising from a breach of duty of care and in contract for breach of contract for failure to properly perform services.

5) Alice Walters is a patient of Dr. John Good, a heart surgeon. Dr. Good had just begun to tell Alice that her treatment wasn't working and that she would need to have surgery to correct a defect in her heart, but then he was called away on an emergency and forgot to return to his conversation with Alice and explain all of the risks of the surgery to her. In fact, Dr. Good had diagnosed Alice's condition three years ago after returning to work from his office Christmas party. He had had a number of alcoholic beverages, and this caused him to misinterpret a lump on her lung for a lump on her heart. After diagnosing Alice, Dr. Good had told Alice that the problem was with her heart and then prescribed treatment for it. Relying on what Dr. Good had told her, Alice had accepted the treatment, which was very painful. In this situation, it can be said that

- a. Dr. Good made a negligent misrepresentation about the nature of Alice's problem and the treatment for it.
- b. Dr. Good was negligent in his diagnosis.
- c. Dr. Good failed to obtain from Alice an informed consent.
- d. Dr. Good committed a breach of contract in misdiagnosing Alice's condition.
- e. all of the above

6) Use this fact situation to answer the related questions that follow.

Henry Jones is the sole shareholder of Happy Go Lucky Company (HGLC). Henry, needing a loan from his bank, went to his accountant, Bob Wallace, and asked him to prepare a financial statement of the company that Henry could give to the bank to get the loan. Unfortunately, Mr. Wallace included certain property that did not belong to the company, which increased its value. When Henry took the financial statement to the bank, the bank caught the error, but made Henry guarantee the loan. The bank then told Mr. Wallace, who forgot to correct the error in the financial statement. A few days later, Henry decided he needed to invest more money in his company and began negotiations with a business associate, Carol Hill. When Carol asked for the financial statement of the company, Henry told her she could get it from the bank or from his accountant. Carol decided to go to the bank, which gave her the financial statement with the error in it. Based on the financial statement, Carol invested \$50 000.00 in the company, only to realize a month later the problem with the financial statement the bank had given to her.

In this situation,

- a. Mr. Wallace owed a fiduciary duty to Carol.
- b. the bank owed a fiduciary duty to Carol.
- c. Mr. Wallace owed a fiduciary duty to Harry.
- d. Mr. Wallace owed a fiduciary duty to the bank.
- e. all of the above

7) *Use the fact situation in Q6 to answer the related question that follows.*

In this situation, the preparation of the financial statement by Mr. Wallace, the accountant, constituted

d. negligence, breach of contract and negligent misrepresentation.

8) *Use the fact situation in Q6 to answer the related question that follows.*

In this situation, the bank's conduct in giving the erroneous financial statement to Carol constituted

b. a negligent misrepresentation.

9) *Use the fact situation in Q6 to answer the related question that follows.*

In this situation Henry's telling Carol to get the financial statement from the bank constitutes

a. a negligent misrepresentation.

b. an innocent misrepresentation.

c. negligence.

d. a breach of the duty to act in good faith.

e. none of the above

10) *Use the fact situation in Q6 to answer the related question that follows.*

In this situation, if the value of the company increases substantially so that Carol makes money on her investment,

e. Carol has suffered no damages and has no action at all.

11) Where a professional undertakes a task that is beyond the usual skills of his or her profession,

b. the professional must use the degree of skill and knowledge commensurate with the task undertaken.

12) A fiduciary duty exists between a professional and his or her client when

d. a special relationship of trust exists.

13) The contractual duty of a professional contains a promise

a. to perform the services with due care.

14) Negligent misrepresentation is

e. an incorrect statement that is made without due care for its accuracy.

15) A misrepresentation is

b. a false assertion of fact made with knowledge of its falsity, or without honest belief in its truth.

16) A lawyer who enters into a business transaction with a client and neglects to inform the client that his credit rating is poor may be found to be

e. in breach of his or her fiduciary duty.

17) James, one of the partners of James & Fiduciary Duty Co., the auditors of a major Canadian corporation (Canco), is one of the major shareholders of Canco. This situation could result in a

c. conflict of interest.

18) Which of the following is true?

d. A professional who exhibits the degree of skill and knowledge that is commensurate with a particular task will be held to have met the required standard even if the advice given is wrong.

19) The Hedley Byrne case establishes the principle of liability to _____ for _____.

a. third parties; negligence misrepresentation

20) A lawyer who enters into a contract to purchase his or her client's summer cottage has

c. a conflict of interest.

21) A multi-disciplinary partnership is

a. a partnership between two or more persons who belong to different professions.

22) Damages for breach of fiduciary duty is restitutionary in that

d. the client is entitled to be placed in the position he or she would have been had the breach not occurred.

23) A professional is

e. someone who has specialized knowledge and skill on which a client relies and for which a client is prepared to pay.

24) A disclaimer is

b. a statement to the effect that the person making it does not assume any responsibility for an action.

25) The greater exposure of professionals to liability for professional negligence has led to the extensive use of

c. liability insurance.

26) Which of the following is NOT true?

a. A fiduciary duty exists when there is an existing contract between the professional and the client.

27) A duty to account is

c. the duty owed by a person who commits a breach of trust to hand over profits made as a result of the breach.

28) Brayden had a long history of intestinal disorder. After several failed non-invasive treatments, it was suggested to him that he undergo a colonoscopy as a means of better diagnosing his problem. He spent five minutes prior to the procedure consulting with the doctor who performed the colonoscopy. He was told by the doctor that these procedures usually are simple and for the most part problem-free. Brayden agreed to undergo the procedure. During the course of the colonoscopy his bowel was perforated and he was required to undergo a significant open surgical procedure to save his life. Brayden sued the doctor for lack of informed consent. At trial, the expert evidence established that the risks of bowel perforation were material risks and as such ought to have been disclosed. Brayden in fact testified that had he been told of the risk of bowel perforation he would have not undergone the colonoscopy. However, the judge hearing the case made a finding that a reasonable person with Brayden's condition having been properly informed of all the risks would have undergone the colonoscopy. In these circumstances, the judge will likely then proceed to

c. dismiss the action because a reasonable person in the position of the plaintiff would have proceeded with the colonoscopy had they been informed of the materials risks.

1) An offer is

d. a tentative promise made by one party, subject to a condition or containing a request to the other party.

2) Which of the following is true? An invitation to do business

d. is not an offer.

3) *Use this fact situation to answer the related questions that follow:*

Alexander enters a grocery store to purchase some tea. He walks through the aisles until he finds the aisle he wants with the different kinds of tea displayed on the shelves. He finds the tea that he wants and then goes to the cashier, who scans the tea and tells Alexander the price, which Alexander then pays. The cashier then hands the tea to Alexander, who leaves the store.

In this situation, the tea on the store shelves is

- a. an offer.
- b. a contract.
- c. a promise to sell.
- d. an invitation to treat.
- e. all of the above

4) *Use the fact situation in Q3 to answer the related question that follows:*

In the above fact situation, an offer occurs

c. when Alexander hands the money to the cashier.

5) *Use the fact situation in Q3 to answer the related question that follows:*

In the above fact situation, acceptance occurs

a. when the cashier takes Alexander's money and hands the tea to Alexander.

6) Mary goes into a store in which she sees a SALE sign. While she is looking round, she notices that a sign that says 50 percent off has been placed against a pair of knee-high boots. She takes the pair of boots to the cashier. The cashier refuses to sell the boot at the 50 percent discount. Which of the following is true?

b. Mary is not entitled to a 50 percent discount because the sign was not an offer.

7) An offer is made by an _____ to an _____.

b. offeror; offeree

8) Joe sees a dog wandering around his yard. He lets the dog in. Later he learns that the dog belongs to Mary, a woman who lives a kilometre away. Joe returns the dog to her the next day. A few days later as Joe is riding his bike, he sees an old advert in which Mary offers to pay \$100 to any person who will find and return her dog. Joe realizes that he should have claimed the reward at the time that he returned the dog to Mary, and he decides to go to Mary's place. Which of the following is true?

c. Joe will not be entitled to the reward because he did not see the offer of the reward until he had returned the dog and so he did not act in response to the offer of Mary.

9) Joe finds a dog wandering in his yard and he lets it into the house. A day later he sees an advert on a tree stating that the owner of the dog will pay \$100 to anyone who finds and returns the dog to the local SPCA office. Joe takes the dog to the local SPCA office. Which of the following is true?

e. Joe will be entitled to the reward because his performance of the obligation in response to the offer is all that is needed in a unilateral contract.

10) Jack is speaking to Michael and Michael happens to mention that he will be painting his home soon. Jack, who is in some financial difficulty, decides to paint Michael's home in the hope that Michael will pay for the service. One weekend, when Michael is away, Jack paints the whole house. He believes that he is entitled to approximately \$1500. When Michael returns, Jack approaches him and asks for \$1500. Which of the following is true?

d. Michael is not obliged to pay for the work done because he was never made any offer.

11) When an offer is not accepted, it will

a. lapse.

12) An offer may be revoked before it is accepted. To be valid, a revocation must be

b. communicated to the offeree before acceptance.

13) On June 10, A delivered to B a written offer to sell his (A's) property to B for \$6000.00. The offer stated that it would be open for acceptance until 9 a.m. on June 12. On June 11, B heard that A was agreeing to sell or had sold his property to C. On the evening of June 11, B delivered an acceptance of A's offer to the place where A was staying and on the following morning personally delivered his acceptance to A, who declined the acceptance stating, "You are too late." In this situation

e. having heard that A had sold or was selling the property to C, B knows A's offer has been revoked.

14) Jack tells Mike, "I'd like to buy your boat for \$100 000." Mike, in response, says, "That's too cheap. I'll sell you my boat for \$150 000." Mike's statement is a _____ and a _____.

d. rejection; counter-offer

15) An acceptance of an offer must be

d. positive.

16) On October 1, Allan mailed an offer to Bob to sell to Bob 1000 boxes of tin plates at a fixed price. The offer was received by Bob on October 11, and Bob immediately accepted the offer by telegram on October 11 and confirmed by letter on October 15. On October 8, Allan mailed a revocation of his offer, which was received by Bob on October 20. In this situation

c. Allan's revocation comes too late and there is a contract between Allan and Bob.

17) On June 1 George goes to Harry's fruit store, and while he is there, Harry offers to sell George 100 bushels of grapes that have just been delivered to his store for \$20.00 per bushel. Harry also tells George that he should not wait too long to accept Harry's offer, because the best time to sell grapes is within three to four days of delivery. George simply says, "Let me think about it and I'll get back to you before the end of the day." However, George does not return that day; instead, he comes back seven days later to tell Harry that he accepts the offer. Harry replies, "You're much too late, I sold the grapes to Mr. Smith on June 5." In this situation

b. Harry's offer has lapsed given the perishable nature of the grapes.

18) A offers to sell his car to B for \$6000.00. However, B replies, "I will not buy it at that price," and walks away, never to be heard from again. In this situation, B's reply constitutes

b. a rejection of A's offer.

19) A standing offer is

a. one that may be accepted from time to time as needed.

20) Revocation takes effect

d. when received.

21) When communication between parties is by fax, the place where a contract is formed is

d. where the offeror receives the acceptance.

22) Where is a contract said to be formed?

e. at the place when the acceptance becomes effective

23) Bilateral contracts are usually made up of two stages – promises by both parties to perform and later, performance or fulfillment of the promises. When one of the parties to a bilateral contract does not receive the performance as promised

b. a cause of action is recognized at law giving the promisee the right to sue for damages for breach of contract.

24) A offers in writing to sell his truck to B for \$8000.00. The offer goes on to state that acceptance must be hand-delivered in writing to A. However, B decides to send A a fax in which he accepts A's offer. In this case,

e. B's fax is not a proper acceptance of A's offer.

25) On January 1, A offers to sell his property to B for \$175 000.00 and gives B an option to purchase the property until July 1. The option reads: "The said option shall be exercisable by notice in writing to the seller at any time within 6 months from the date of the option." B mails his acceptance to A on February 12, but the letter never reaches A. In this situation,

c. since the option states that it is exercisable by notice in writing to the seller, and since the acceptance never came to the seller, B's acceptance by mail is not acceptance at all.

26) John and Edward are negotiating the sale and purchase of one of John's very expensive paintings. In the course of the negotiations, John says, "I'll sell it to you for \$20 000.00, to which Edward replies, "That is a little too much for me; I'll give you \$14 500.00." John thinks about this for a moment and says, "No, but I'll take \$17 500.00. Edward says, "That is still too much; I'll buy it for \$15 500.00. John looks at the painting and replies, "You know it is worth more than that. Why don't you give me \$16 500.00 and we'll call it a day." Edward responds with, "I only have \$16 000.00 so that is all I will pay for it," to which John replies, "Done." In this case,

e. the contract is for \$16 000.00.

27) Mary places a notice in a local variety store. The notice reads as follows: "I shall pay \$1000 for the return of my dog, Mundo." Jim sees the notice. Jim finds the dog and returns it to her. Which of the following is true?

d. Mary is obliged to pay Jim because by finding the dog, he accepted the contract and no notification was needed.

28) Margaret finds a stray cat and takes it in. The following day she is speaking to some friends and learns that Kelly, a woman who lives some distance away, has lost

a cat. She goes around to the home of Kelly, leaves the cat in the yard and leaves a note for Kelly. The next day she gets a voice mail message from Kelly thanking her. A few days later Margaret sees a notice in which Kelly offers to pay \$500 to anyone who returns her cat. Margaret, who needs some cash, returns to Kelly's home and demands the \$500 reward. Which of the following is true?

e. Margaret did not know of the offer before she returned the cat. So she could not have been accepting the offer when she returned the cat. No contract arose. There is thus no obligation on Kelly to pay the \$500.

29) Silence can be a sufficient method of acceptance

b. if the parties to a contract have habitually used this method to communicate assent.

30) We study business contract law in order to

b. understand and bargain for contractual obligations.

1) The contractual requirement of consideration provides that

d. each party must give something of value in exchange.

2) Which of the following would a court NOT regard as consideration on the part of a party to a contract?

a. a promise to pay for what the other party has already done

3) A gratuitous promise differs from a contract in that

c. consideration flows only in one direction.

4) Consideration is

a. the price that is paid for the promise of another.

5) Shahid orders a pizza by telephone and says he will pay on delivery. Which of the following would constitute consideration received by Shahid?

d. accepting delivery of the pizza.

6) On March 1, Al agrees to sell Barb his house for \$250 000. Barb pays a deposit of \$15 000, and they agree that title will transfer and the price will be paid on April 30. The agreement is signed by both parties under seal. What is the consideration on Barb's part?

e. the promise to pay the \$250 000

7) Which of the following is NOT true about consideration?

c. Consideration has to be adequate.

8) Jack and Jill are friends. Jack agrees to mow Jill's lawn and Jill agrees to pay Jack \$50.00. Jill wants the lawn mowed by April 1. Jill returns on April 3 and finds that the lawn has not been mowed. Jill, who is entertaining the next day, goes to Jack and promises that if he mows the lawn that day, she will give him an additional \$20.00. Jack mows the lawn but Jill refuses to pay him the additional \$20.00. Which of the following is true?

b. Jill has no obligation to pay because the promise to pay the additional \$20.00 was not supported by fresh consideration. Jack had a pre-existing legal duty to mow the lawn.

9) The principle of injurious reliance is

a. the loss or harm that is suffered by a promisee who, to his or her detriment, relies on a gratuitous promise.

10) The concept of estoppel is where

e. the maker of a statement or promise is prevented by the courts from either denying the truth of the statement or going back on a promise.

11) *Use this fact situation to answer the questions that follow it.*

In January 1941 in Canada, John Landlord and Harry Tenant enter into a lease under which Harry agrees to rent a house from John for five years at a rent of \$1000.00 per month. In March 1941, Canada declares war on Germany and John tells Harry that until the war is over, Harry will not have to pay rent. Of course, Harry stops paying rent while the war goes on. The war ends in January 1945, and now John Landlord sues Harry for all of the rent from March 1941 to present. In turn, Harry is thinking of suing John Landlord on the basis that his statement to Harry about not paying the rent during the war was a contract.

In the fact situation above,

e. Harry Tenant will argue that John Landlord's promise in March 1941 stops John Landlord from suing him for rent from March 1941 to the end of the war, and this argument will be a good defence to John Landlord's action.

12) *Use the fact situation in Q10 to answer the related question that follows.*

The principle of contract law that arises in the fact situation above is

e. promissory estoppel.

13) *Use the fact situation in Q10 to answer the related question that follows.*

The principle of law that arises out of the fact situation above was meant to overcome an earlier principle of law that stated that

d. payment of a lesser sum in satisfaction of a greater sum is no payment at all.

14) A, at the request of B, enters into a contract to buy a horse from B for a certain price. Just after entering into the contract, B tells A that the horse is sound and healthy. Later A discovers that, in fact, the horse is in ill health. In this situation, B's statement to A that the horse was sound and healthy

c. is past consideration so as to not make B's promise binding

15) James does some work for Jim. Jim refuses to pay on the grounds that not all the work was done. Jack takes Jim to court and the judge says Jack is entitled to a *quantum meruit*. This means that

c. Jim must pay a reasonable amount for the services rendered.

16) When a contract is authenticated by the affixing of a seal, the contract will be enforceable even when it lacks

c. consideration.

17) Jack walks into a bar. He is a little tipsy. The waitress pours him a pint of beer and he pays with all the money he has on him. He makes this statement to the waitress: "Sorry I can't tip you today, but you know what, I have this lottery ticket, and if I win, I'll split it with you." The waitress says, "No problem, Jack." Jack later makes a copy of the ticket for the waitress. The next day Jack receives a call from Stephanie, the waitress, who tells him that she checked the numbers and that he has won \$1 million. Stephanie asks, "Our deal is on right?" Jack says, "What deal?" She says, "You promised to split the winning ticket with me." He says, "Really?" Which of the following is true?

d. No contract arose because there was no intention on the part of Jack to enter into legal relations with Stephanie.

18) The reasonable bystander test is

b. the test that is used by the courts to determine whether parties intended to enter into legal relations with each other.

19) Even when offer and acceptance and consideration are present, there may be no enforceable contract if

d. there is no intent to create legal relations.

20) An intention to create legal relations exists if

c. a reasonable person would believe that the parties intended to be bound by the contract.

21) A promise by a creditor to accept less than full payment from a debtor is

d. unenforceable because it is a gratuitous promise.

22) The reasonable amount that a person deserves to be paid for goods and services provided to the person requesting them is called

b. *quantum meruit*.

23) A promise that is made without bargaining for or accepting anything in return is a

e. gratuitous promise.

24) *Use this fact situation to answer the related questions that follow.*

On January 1, A and B enter into a contract under which B agrees to renovate A's house by September 1 for \$60 000.00. By June 2, B has not yet started the renovations and A is getting worried, so A tells B that he will pay him an extra \$5000.00 if B completes the renovations on time. B completes the renovations by September 1st and now asks A for \$65 000.00.

In this situation,

- a. A's promise to pay B an extra \$5000.00 is not supported by fresh consideration.
- b. A's promise to pay B an extra \$5000.00 is made before the contract is over.
- c. the consideration for the contract on January 1 is \$60 000.00.
- d. there was a contract on January 1 that must be performed by September 1.
- e. all of the above

25) *Use the fact situation in Q23 to answer the related question that follows.*

Review the fact situation above and now assume that instead of simply promising to pay B an extra \$5000.00, A says, "I'll pay you an extra \$5000.00 if you fix that cracked board in my fence. Also assume that B completes the job by September 1 and fixes the cracked board.

In this situation,

- d. the promise to fix the cracked board and the fixing of it is fresh consideration and B is entitled to the extra \$5000.00.

26) *Use this fact situation to answer the related questions that follow.*

On June 1, A, a debtor, loans \$5000.00 from B, a creditor, and agrees to repay it by December 1 of the same year. On November 1, B says to A, "Rather than paying me the full \$5000.00, just pay me \$3500.00 and your debt will be cancelled." A pays the \$3500.00, but B now changes his mind and tells A that he wants A to pay him the balance of \$1500.00.

In this situation at common law,

- e. B can recover the extra \$1500.00 since his promise lacks fresh consideration.

27) *Use the fact situation in Q25 to answer the related question that follows.*

Review the fact situation above and now assume that on November 1, B said to A, "Rather than paying me the full \$5000.00, just pay me \$3500.00 and give me your watch, and your debt will be cancelled." A's watch is a cheap one worth \$5.00. A gives B the watch and pays him the \$3500.00.

In this situation,

b. B cannot recover the \$1500.00 from A because A's watch is fresh consideration.

28) Allen is Harry's older brother. Yesterday, Allen asked Harry, an experienced plumber, to fix a leaky pipe below the sink of Allen's main floor washroom. Knowing that Allan had just lost his job and wanting to help him out, Harry did the work, which took him almost half a day to complete. The next day, Harry and Allen had an argument, and in anger Harry told Allen he expected to be paid for his work. In this situation,

d. the law will not imply a promise by Allen to pay Harry because they are family members.

29) Mo agrees to provide lawn care services to Judith in preparation for a summer birthday party Judith is holding for family and friends. The agreement requires that Judith pay Mo \$250.00 for three hours' work. After completing approximately half of the job, Mo requests that Judith pay him an extra \$50.00 because the cost of gasoline used for the rider mower had gone up significantly that morning. Judith agrees to pay the additional \$50.00. Is she legally liable to do so?

c. No she isn't, because Mo had an existing contractual obligation to perform the services for \$250.00 and there is no consideration for the subsequent agreement to pay \$50.00 more.

1) Capacity to contract means

b. the competence to enter into a legally binding contract.

2) Although there has been an offer and acceptance and consideration, and the parties intended to enter into a contract, a court will set aside a contract as void because of

b. the lack of capacity of one of the parties.

3) A minor is

e. a person who has not attained the age of majority.

4) Mary is 13 years old, and she enters into an agreement with a modelling agent pursuant to which the agent agrees to represent her. Which of the following is NOT true?

d. The contract is not enforceable by Mary against the agent.

5) A minor may repudiate all contracts entered into by her with the exception of

a. contracts for necessities.

6) Jack is 13 years old and a young musical legend. Jack enters into negotiations with a studio pertaining to a starring role in a series of movies. Prior to the negotiations, and as a condition to entering into the negotiations, Jack and the studios enter into an agreement under which the studio agrees to buy Jack a limousine for his personal use. The studio buys the limousine. A few months later Jack repudiates the contract and his chauffeur has an accident with the limousine. Which of the following is true?

b. Jack will have to return the limousine in the state it is in.

7) On January 1, Jack, a minor, orders some computer software programs from a computer company. Jack needs the programs for school. The software programs cost \$4000.00. On January 5, just before the computer company sends the software programs out, Jack has a change of heart. So he calls the computer company and tells them that he no longer wants the programs. In this situation,

d. Jack can cancel the contract, because the software programs are non-necessaries and he has not taken delivery of them.

8) When Mary was 17 years old, she was asked to become a partner in an clothing design shop because she created brilliant clothing designs. Mary liked the idea at the time and signed a partnership agreement/contract. However, after working for a month, she decided that it was not something she wanted to do. After Mary turned 18, she decided to stop being a partner in the clothing shop. In this situation,

b. so long as Mary does not affirm or ratify the partnership contract, she can repudiate it.

9) Upon attaining the age of majority, a minor may be bound by two kinds of voidable contracts, namely,

a. contracts that create an interest of a continuous and permanent nature, and contracts that are ratified by the minor.

10) Which of the following is NOT true?

d. A corporation does not have the attributes of a natural person.

11) Minors will be liable for contracts

a. if the contracts concern necessities.

12) A minor's immunity from liability

a. is limited to contracts.

13) A year ago, James sold a motor bike to Jim, his best friend. At the time that the bike was sold, Jim was a minor. Jim is still making payments to James. Jim will be attaining the age of majority in a few months' time. How should James protect himself?

d. Get Jim to ratify the agreement.

14) Happy Carrier Company (HCC) is in the business of shipping goods. Yesterday HCC agreed with John Smith to ship Mr. Smith's furniture from Toronto to Ottawa. Mr. Smith's furniture is worth \$100 000.00. Just before loading the furniture onto its truck, HCC's driver had Mr. Smith sign a contract that contained a term that limited HCC's liability for destruction or damage to the furniture to \$50.00 if it resulted from the negligence of HCC or its employees. On the way to Ottawa, HCC's driver lost control of the truck and Mr. Smith's furniture was destroyed by fire after the truck crashed into a brick wall. In this situation,

b. the limitation of liability in the contract is permitted by law and Mr. Smith will receive only \$50.00.

15) In order for a person under mental incapacity to avoid a contract made while that person was incapacitated, the incapacitated person must show

d. that the other party should have recognized the incapacity.

16) Jack and Jill agree to tell Michael that they will beat him up if he does not give them his valuable coin collection. According to the common law, this agreement between Jack and Jill is

b. illegal.

17) When a minor reaches the age of majority, a contract that was entered into earlier and was unenforceable remains unenforceable unless

b. it was ratified after the person attains the age of majority.

18) Michael is an Aboriginal person living on a reserve. Which of the following is true?

b. Michael may manufacture and sell goods to outsiders.

19) Native Canadians living on reserves are considered to be _____ of the Crown.

a. wards

20) Which of the following is true?

c. Where a portion of a contract is void, the remainder of the contract is not affected provided a court can sever the void parts without doing injustice to the parties.

21) Business agreements are most often challenged as contrary to public policy because

a. they may be in restraint of trade.

22) When a court strikes down an unreasonable agreement between an employer and employee that restricts the future economic freedom of the employee, the court serves two public interests, namely, protecting employees and

d. protecting the mobility of labour.

23) At common law, a clause in an agreement between a purchaser and vendor for the sale and purchase of a business that provides that the vendor will not carry on the same business within a radius of 1500 kilometres of the business being sold

b. is not reasonable and amounts to a restraint of trade.

24) Which of the following is true regarding the legal capacity of the corporation?

d. Authorized officers of the corporation can sign most contracts.

25) John is a member of a social club that does a great deal of charity work. Harry was once a member of the social club, but after an argument at one of the club meetings, Harry had his membership taken away. This made Harry very angry, and to get back at the club, Harry began to distribute flyers that told lies about the club's charity work and which caused people not to want to make any donations to the charities that the club sponsored. The club now wants to sue Harry for defamation. In this situation,

a. the club is not a legal person in law and cannot sue Harry.

26) Harvey is a teacher. He is also a member of a labour union that represents teachers. For the past month, the union has been negotiating a new agreement with the government of Ontario. Yesterday, the union executive authorized Harvey to bring a lawsuit against the government of Ontario for failure to bargain in good faith. In this situation,

d. the labour union can appoint Harvey to bring a representative action on behalf of the union against the government.

27) Mary, a prostitute, enters into a contract with a man to provide sexual services in return for an agreed-on amount of money. In this situation,

a. no remedy is available to Mary if the man does not pay her.

b. no remedy is available to the man if he pays the money and Mary refuses to provide her services.

c. the contract is illegal and therefore unenforceable.

d. there is a contract between Mary and the man.

e. all of the above

1) Albert is employed by a large construction company and is in charge of purchasing the company's building supplies. When Albert enters into contracts for the company with its suppliers, Albert is

a. both an agent and an employee of the company.

2) John works for a large plumbing company on a job-by-job basis. While the company finds John each of his jobs, he has his own tools and uses a company truck with the name of the company on it. John's work is always subject to supervision by the company. In this case, John can be said to be

c. an employee of the company.

3) Henry is a carpenter by trade who has his own tools and his own truck. Henry works for a construction company, and after each job, he provides the company with an invoice for the work he has performed. In this case, Henry is

c. an independent contractor.

4) Martin is employed by a delivery company and uses one of the company's trucks to make his deliveries. One day after work, Martin borrows the truck, and while he is driving home, he loses control of the truck and collides with Alice's car, causing damage to the car and injuries to Alice. In this case, Alice will

c. sue Martin only because he alone is the tortfeasor.

5) John Jones is in the roofing business and enters into a contract with George Hopkins to put a new roof on George's house. John, who is extremely busy, decides to contract out the work to Albert. When Albert arrives, George refuses to let him do the work. In this case, under the contract,

a. George can refuse to let Albert do the work.

6) Gerald, who is 59 years old, has been employed by a large telephone company for 14 years in one of the company's top management positions, although there is no formal written contract of employment between them. The company is not doing well financially and wants to let Gerald go, but does not know what kind of notice to give Gerald. If the company comes to you, its lawyer, for advice, you will tell it that the length of the notice period will depend on

a. the availability of similar employment given Gerald's experience and education.

b. Gerald's age.

c. the fact that Gerald is in a top management position.

d. the length of Gerald's employment with the company.

e. all of the above

7) Allen, a research technician, has a contract of employment with a research company under which the term of Allen's employment is three years and Allen agrees to a confidentiality clause respecting anything related to the business of the company. Two years into his contract, Allen decides to make some extra money by selling some of the company's new designs to a competitor for \$200 000.00. A month later, the company finds out what Allen has done and fires him. In this case,

a. the company has properly dismissed Allen for breach of the confidentiality clause in his employment contract.

8) Elaine is employed by a large multinational company in a top management position where she oversees a staff of 100 employees. There is no formal written employment contract between Elaine and the company, but she is paid an annual salary of \$150 000.00 and given a company car; an expense account; and, at the end of each year, a bonus. One day, Elaine, who is an avid supporter of the Conservative Party, has an argument with the president of the company, who is an avid supporter of the Liberal Party. A couple of weeks later, Elaine receives a memo from the company's head office advising her that she is being transferred to the company's shipping department and that her company car, expense account, and bonus have been terminated. Elaine comes to you, her lawyer, for advice. In this case you, will tell Elaine

d. that Elaine has been constructively dismissed by the company.

9) In early September, John is employed by a technology company for an indefinite term as its quality control supervisor. John was hired on the basis of his resumé, which stated that he had extensive experience in quality control supervision, which was not true. A month later, although the company had not found out about John's misrepresentation, the company summarily dismissed John, because his actions as quality control supervisor made no sense and had jeopardized the safety of the 10 employees under his control. In this case,

c. the company has the right to dismiss John for just cause.

10) George works for a large national corporation as its vice-president of sales. He earns \$100 000.00 a year and has a company car and gas expense account, both of which are valued at total of \$8000.00 a year. Five years into his employment with the company, the company wrongfully dismisses him and refuses to give him a letter of reference. Also, when George applies for other jobs and the companies to which George has applied for other jobs contact his company, it lies about his performance. In a wrongful dismissal lawsuit against the company, one of the heads of damages that John will seek for the actions of the company after it dismissed him will be

c. damages pursuant to the Wallace decision.

11) Which of the following is NOT true?

a. The relationship of employer and employee is one of contract in which one party, the employer, enters into a contract with an independent party, the employee, to do a specified task.

12) When an employer has hired an employee for a specified period and the time has elapsed,

c. no notice is required before the termination of the employee's employment.

13) The usual minimum notice requirement for a week hiring is

c. one clear week's notice.

14) Which of the following is NOT relevant in determining how much notice is reasonable in case of wrongful dismissal?

b. the economic situation of the employer

15) The usual minimum reasonable notice for a monthly hiring is

a. one month's notice.

16) Notice is not required

d. when the employee is dismissed for cause.

17) Dismissal for cause is

c. dismissal without notice and further obligation by the employer when the employee's conduct amounts to a breach of contract.

18) Incompetence, disobedience, and misconduct justify an ending of the contract of employment for breach, but illness justifies an ending of the contract of employment for

c. frustration.

19) Where the employment of an employee is not ended for just cause,

d. the employee may commence an action for wrongful dismissal.

20) Damages for wrongful dismissal

e. is the amount of money that will compensate the employee for failure to receive the required notice of termination.

21) Pay equity legislation is intended to

- a. eliminate gender discrimination in remuneration.

22) Which section of the Charter prohibits discrimination on a variety of grounds?

- c. Section 15

23) Systemic discrimination is

- a. discrimination that is pervasive throughout an employer's work force.

24) Collective bargaining is

- a. establishing conditions of employment by negotiation between an employer and the bargaining agent for its employees.

25) A bargaining agent is

- e. a union that has been certified by the labour relations board and has the exclusive right to bargain with the employer on behalf of the bargaining unit.

26) A closed shop agreement is

- b. a collective agreement that requires all employees to be members of the union.

27) An employee's liability does not fall within the scope of employment if

- e. the employee acts in a manner contrary to the employer's instructions.

28) If an employee commits a serious act of misconduct, such as theft, an employer can terminate the employment relationship immediately without notice. When the misconduct is unacceptable but does not allow the employer to terminate the employment on the basis of a single incident, the employer must

- d. warn the employee that the offending conduct is unacceptable and that further occurrences will result in termination.