

## Assignment 5 SEG2911 - Mahyar Gorji 8135109

1a) public law deals with individual vs society, and handles criminal law, constitutional law, and administrative law, whereas private law concerns itself with individuals vs. individuals, commonly referred to as civil cases

[slide 4]

1b) legislation is law passed by parliament or legislature, and is interpreted and applied by judges. Common law is law that comes from common people, and judges refer to and set precedents to develop it.

[slide 11]

1c) supreme court of canada

[slide 14]

1d) pleading, discovery, and trial (which can lead to either dismissal or remedy)

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1e) monetary remedies - also called damages, declaratory remedies - statements of rights of parties, and injunction - also called a restraining order.

2a)

- An offer made and accepted
- Mutual intent to enter into the contract
- Consideration
- Capacity
- Lawful Purpose

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2b) a letter of intent is NOT legally binding, but may be enforced in some cases (see Equitable Estoppel)

[slide 31]

2c)

Equitable Estoppel is when a gratuitous promise creates an inequitable situation, and one party attempts to revert to the strict rules of the contract. In this case, that party can be estopped from reverting to the strict rules of the contract, as that would not be fair

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2d)

- performance: all parties did their jobs
- agreement to discharge: all parties agree to discharge on mutually agreeable terms
- discharge pursuant to terms in the contract: if stated in the contract that action 'A' happens, then the contract may be terminated.
- frustration: when changing circumstances radically change obligations of all parties (i.e war), rarely used, and can't be used to avoid more work than planned.
- breach: if an essential condition of contract is breached

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3)

The importance of Ron Engineering vs. The Queen is that Ron refused to honour a contract (a bid, in this case) that had an obvious error. The supreme court decided that Ron Engineering must pay its deposit for refusing to pay the bid, and thus a precedent was set:

there must be two contracts in bids. One deals with the request to bid, and the other deals with the terms if the bid wins, such that if they refuse to pay, they breach contract #1.

[slide 54]

4a)

To compensate victims of torts, and not punish them

[slide 57]

4b)

- a) The defendant owed the plaintiff a “duty of care”
- b) The defendant breached that duty by his or her conduct
- c) The defendant’s conduct caused injury to the plaintiff

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4c)

An Engineer owes a duty of care to the plaintiff if:

- a) The plaintiff relied upon the expertise and knowledge of the defendant, AND
- b) The defendant knew (or ought reasonably to have known) of this dependence

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4d)

Engineer’s Standard of Care is the duty to use the reasonable care and skill of engineers of ordinary competence where “reasonable care” is measured by applicable professional standards of the engineering profession.

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4e)

A manufacturer must put warnings or labels to warn the consumer of any dangerous potential of the product to mitigate risk of product liability. Basically telling consumers to use at their own risk.

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Citations:

Lecture:

Sibbald, Christopher. "Law Part 1" SEG 2911. University of Ottawa, Ottawa. 7 March 2019\*

\*please note that all answers were taken out of Professor Sibbald's powerpoint presentations.