

Examination 1 Major Issues

(a)

- **Offer and Acceptance**
 - Could the landlord's offer be accepted by a return promise or did it have to be accepted by performance?
 - Does the postal rule apply to the tenant's exercise of the option?
 - Did the tenant's subsequent positive conduct indicate acceptance?
- **Consideration and Promissory Estoppel**
 - Did the tenant give consideration for the landlord's promise of a rental reduction?

(b)

- **Incorporation**
 - Was X-Treme Learning's welcome booklet incorporated by notice into the contract?
 - Was the booklet intended to have contractual effect?
 - Were the terms in the booklet unusual and onerous? If so, did X-treme Learning take reasonable steps to bring them to the attention of prospective students?
- **Interpretation**
 - Was it a breach of contract for X-Treme Learning to require the completion of both optional and compulsory homework for a student to be eligible for the promotion?
- **Exemption Clause**
 - Are the clauses disclaiming the guarantee of the availability of any particular instructor and giving X-Treme Learning "sole discretion to assign any member of the teaching staff to conduct any particular class or lesson" exemption or duty-defining clauses?
 - If so, are they void under Section 8 of the CECO?
 - Were the clauses reasonable at the time they were made?
- **Implied Term**
 - Assuming the clauses disclaiming the guarantee of the availability of any particular instructor and giving X-Treme Learning "sole discretion to assign any member of the teaching staff to conduct any particular class or lesson" are valid, are there any implied terms controlling the express discretion granted to X-Treme Learning under the clauses?
 - If there are such implied terms, have such terms been breached?