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# About the Authors

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James Everil (Ev) Smyth (1920–1983) studied commerce at the University of Toronto, where he earned a B.A. and an M.A. He also became a Chartered Accountant and a Fellow of the Institute of Chartered Accountants. He taught at Queen's University from 1946 to 1963, and then returned to the University of Toronto where he taught until 1983. He was an outstanding teacher and also served a term as head of the Department of Political Economy and then as head of the School of Business at the University of Toronto. He was the author of *Introduction to Accounting Methods* (Kingston: Jackson Press, 1951) and *The Basis of Accounting* (Toronto: Ryerson Press, 1954). In 1983, he was posthumously given the L.S. Rosen Award for Outstanding Contribution to Canadian Accounting Education by the Canadian Academic Accounting Association.

## Dan Soberman

Dan Soberman (1929–2010) studied law at Dalhousie University and Harvard University. He began teaching at Dalhousie in 1955, and in 1957 moved to Queen's University to help start the law faculty. He was dean of the faculty from 1968 to 1977, taught full-time until retirement in 1993, and continued to teach part-time there and in the School of Business until 1999. In the late 1960s, he was a member of a federal Business Corporations Task Force that drafted the Canada Business Corporations Act. In the autumn term of 2000, he was visiting professor at Kwansai Gakuin University in Japan. From 1977 until 2000, he was an adjudicator on human rights tribunals in Ontario and federally, and also acted as an arbitrator in labour disputes. He has authored, or co-authored, chapters in various legal books and articles in law journals.

## Alex Easson

Alex Easson (1936–2007) studied law in England, at Oxford University and the London School of Economics. Prior to coming to Canada, he practised law as a solicitor in London and taught at the University of Southampton. He was appointed professor of law at Queen's University in 1976 and remained at Queen's until he retired from full-time teaching in 2000. He then concentrated on his consulting practice, working principally for international organizations such as the IMF and the OECD, and specializing in international taxation, foreign investment, and economic reform. His work took him to more than forty countries on five continents. He authored, or co-authored, more than a dozen books, the most recent being *Tax Incentives for Foreign Direct Investment* (The Hague: Kluwer Law International, 2004). We at Pearson Canada appreciate his contributions to several editions of this highly acclaimed text.

## Shelley McGill

Shelley McGill received her LL.B. from the University of Western Ontario and her LL.M. from Osgoode Hall Law School at York University. She is an associate professor of business law at Wilfrid Laurier University's School of Business and Economics where she teaches law to graduate and undergraduate business students. Prior to joining Laurier, she was a partner in the Ontario law firm of Sims Clement Eastmen (now Miller Thomson). In 1992, she was appointed a deputy judge of the Ontario Small Claims Court and she continues to preside on a part-time basis. Her research focuses on consumer protection issues and her work has been published in a variety of Canadian and international law journals including the Canadian and American Business Law Journals.

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# Preface

We are excited to introduce the 13th edition of *The Law and Business Administration in Canada*! Over the past five decades, this text has been studied by thousands of business students. It has shaped today's business leaders and given them an introduction to the integral relationship between law and business.

More today than ever before, law plays a part in every facet of day-to-day business activities. Although contractual relationships remain the foundation of most business dealings with customers, suppliers, and lenders, other pressing legal issues continuously emerge. Throughout the previous 12 editions, this text has responded to the quick pace of change in the business and educational environments with new content, features, and resources. The 13th edition responds to the needs of today's business students by streamlining the traditional study of contractual principles, emphasizing current legal topics involving corporate governance, e-commerce, privacy, and globalization, and expanding the discussion of strategies to manage business's legal risks.

The 13th edition is a perfect fit for the current business education environment. It combines an unsurpassed commitment to in-depth legal content with an integrated practical approach to legal risk management. Each chapter identifies relevant international and ethical issues and highlights strategies to manage the legal risks identified in the chapter. Building upon the legal risk-management emphasis introduced in the 12th edition, each chapter identifies common strategies employed by business to address the subject legal issues.

Also in this edition, we modified the core content on tort and contract to make it more manageable and student friendly. The contract content has been re-organized to streamline overlapping topics. First, the former chapters 8 and 9 have been combined to deal with mistake, misrepresentation, duress, and undue influence in a coordinated manner. In addition, the former chapters 14 and 15 are combined into a comprehensive discussion of breach and remedies. The tort chapter is rearranged to discuss intentional torts first, before moving to the more complex and less precise principles of negligence. This allows students to master the more straightforward concepts first and improves the flow of material between chapters 3 and 4. As a result of these changes, the 13th edition contains 33 rather than 35 chapters.

Finally, this edition incorporates recent developments in the law. Significant changes to bankruptcy and competition legislation, as well as new anti-spam legislation, are discussed in the relevant chapters. Landmark Supreme Court judgments involving corporate governance, tort, defamation, dispute resolution, and contract principles are also incorporated into this edition. Unfortunately copyright legislation remains unpassed at the time of publication.

In sum, the 13th edition presents a comprehensive overview of traditional and current business law topics in a readable, practical, yet thorough format.

Shelley McGill  
July 2011

## SUMMARY OF CHANGES TO THIS EDITION

We set three key goals for this edition:

- integrating legal risk management strategies into each chapter,
- improving the organization and delivery of the contract content, and
- reorganizing the tort content.

**Risk management** is a recognized discipline within business education. Legal risk management requires that a manager apply basic legal principles and concepts to business operations and decision-making. If this practical application of legal knowledge is emphasized throughout a law course, students will appreciate the importance of the concepts they study. In the 12th edition we raised the profile of legal risk management principles by redesigning chapters 1 and 2, giving students context and foundation at the outset of the course. In this edition we add a new concluding section to each chapter, entitled **Strategies to Manage the Legal Risks**. It describes some typical preventative measures employed by businesses to reduce the likelihood or impact of the legal risks discussed in the subject chapter.

**Contracts** are the cornerstone of business activity and therefore contract law is the heart of every business law course. Unfortunately, the detailed rules and exceptions can be confusing and overlapping. To improve student comprehension, we have consolidated the discussion of the forms and consequences of mistake with the other circumstances that render a contract unenforceable and condensed the former chapters 8 and 9 into one comprehensive chapter. Similarly, much of the discussion of breach contained in the former Chapter 14 was implicitly understood by students and closely tied to the discussion of remedies. Again student comprehension is enhanced in this edition with the consolidation of the former chapters 14 and 15.

**Tort**, as introduced in Chapter 3, is re-ordered to facilitate student understanding. Several of our past reviewers indicated that they covered intentional torts first as the precise definitions were easier for students to grasp initially than the fluid negligence concepts of duty and standard of care. We also feel that dealing with negligence at the end of Chapter 3 naturally supports the transition to the negligent misrepresentation cause of action that makes up the lion's share of Chapter 4.

All chapters have been thoroughly updated and the Ethical Issue and International Issue boxes that were added in the 12th edition remain. We have made every effort to simplify the writing style while maintaining the book's in-depth coverage and level of explanation.

Extensive revisions have been made to the following chapters.

### Part 2: Torts

This part has undergone significant organizational and content changes to place greater emphasis on business context through legal risk-management strategies.

### Chapter 3: The Law of Torts

- **Revised** the order of the material covered. The intentional tort section was moved forward in the chapter, placing it after the discussion of general principles and before the section on negligence. For greater clarity, economic torts were re-named “business-related torts.”
- **Added** a discussion of the new defamation defence of “responsible communication on matters of public interest.”
- **Removed** discussion of deceit; it was added to the misrepresentation discussion in Chapter 4.
- **Reduced** the material on trespass to property and expanded the material on business-related intentional torts.
- **Revised** the material on causation of damage, remoteness of damage, burden of proof, inherently dangerous products, and remedies.

### Chapter 4: Professional Liability: The Legal Challenges

As noted above, the title of this chapter has been changed slightly.

- **Moved** the discussion of deceit formerly in Chapter 3 now forms part of the introduction to misrepresentation.
- **Revised** the negligent misrepresentation material to place greater emphasis on the Canadian Supreme Court decision in *Hercules Management v. Ernst & Young*, and reducing the emphasis on *Hedley Byrne v. Heller*.
- **Added** a checklist box summarizing the elements of negligent misrepresentation.
- **Revised** the material about accuracy of the statement, omissions, and detrimental reliance.
- **Revised** the section on fiduciary duty to take into account the Supreme Court of Canada decision in *Galambos v. Perez*, [2009] 2 S.C.R. 678.
- **Added** a new case to the questions at the end of the chapter.

## Part 3: Contracts

### Chapter 8: Grounds Upon Which a Contract May Be Set Aside: Mistake and Misrepresentation

This chapter underwent significant change

- **Combined** the content of the 12th edition chapters 8 and 9 into one chapter.
- **Reduced** and simplified material on different types of mistake.
- **Moved** material under “Mistake in Performance” to the section on “Failure to Perform” in Chapter 13.
- **Added** a section on consumer protection.
- **Moved** discussion of void and voidable contracts to the beginning of the chapter.
- **Reduced** amount of material on special contracts requiring disclosure and contracts between spouses.

### Chapter 9: The Requirements of Writing

- **Reduced** the emphasis on the Statute of Frauds.
- **Expanded** the coverage of other consumer protection legislation addressing the writing of a consumer contract.

### Chapter 13: Breach of Contract and Its Remedies

This chapter also underwent significant revision.

- **Combined** the content of 12th edition chapters 14 and 15 into one chapter.
- **Added** content on “Mistakes in Performance” to the “Failure to Perform” section.
- **Clarified** definition of expectation damages and reduced the amount of material on opportunity cost and cost of performance as compared with economic loss.
- **Re-ordered** the material on prerequisites to an award of damages and mitigation.
- **Moved** the discussion of liquidated and nominal damages to the beginning of the discussion of measurement of damages.
- **Added** and moved material on punitive damages.
- **Added** a checklist box on remedies.

## Part 4: Special Types of Contract

### Chapter 15: Bailment and Leasing

- **Re-ordered** the material to place bailment first and leasing second as leasing is a specialized form of bailment.

## Part 8: The Modern Legal Environment for Business

The chapters in this part have undergone some modifications to incorporate key legislative changes including the Competition Act and the enactment of anti-spam legislation.

### Chapter 30: Government Regulation of Business

- **Added** new sections on criminal conspiracies, reviewable conspiracies, and registered agreements.
- **Removed** discussion of reviewable transactions, undue lessening of competition and other specific offences.

### Chapter 31: International Business Transactions

- **Updated** the discussion of jurisdiction and *forum non conveniens*.

### Chapter 32: Electronic Commerce

- **Added** discussion of Canadian anti-spam legislation.
- **Added** discussion of regulation of the credit and debit card industry.
- **Added** mention of new international deregulation of generic domain name system.
- **Updated** content on copyright.
- **Expanded** discussion of *forum non conveniens* as it relates to Internet contracts.

### Chapter 33: Privacy (added in the 12th edition)

- **Added** discussion of new Canadian anti-spam legislation and proposed reforms of the Personal Information Protection and Electronic Documents Act.

## AUTHORS' ACKNOWLEDGMENTS

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## FEATURES

A careful effort has been made to standardize features in each chapter that will facilitate learning and enhance an understanding of business applications:

- An Explanation of Abbreviations is printed on the inside back cover.
- A Table of Statutes and a Table of Cases are provided on pages xxi and xxx, respectively.

- The opening section of each chapter summarizes the focus of the material to follow and lists some of the questions that will be considered.

**THE ROLE OF LAW**  
 \*  
**LAW AND BUSINESS**  
 \*  
**LEGAL RISK MANAGEMENT**  
 \*  
**LAW AND BUSINESS ETHICS**  
 \*  
**WHO MAKES LAW?**  
 \*  
**THE COURTS AND LEGISLATION**  
 \*  
**THE CHARTER OF RIGHTS AND FREEDOMS**  
 \*  
**CHALLENGING THE VALIDITY OF A STATUTE**

What do we mean when we use the word "law"? Simple definitions are not enough. We begin by examining the role of law in society, how law relates to morals and ethics, and how it applies to the business environment.

In this chapter we examine such issues as:

- How does law reflect society's attitudes?
- What is the significance of the law to the business environment?
- How should business approach the management of legal risks?
- What is the relationship between the law and business ethics?
- Who makes law?
- How do courts decide whether the legislation is valid under the Constitution?
- What else do courts do?
- How does the Charter of Rights and Freedoms protect our human rights?
- Why is the Charter relevant for business?
- What is the purpose of a code of conduct?
- How does law impact international business activities?

- Case boxes throughout the book provide examples based on actual cases.

CASE	2.1
<p>A class action was commenced against National Money Mart, a payday loan company, alleging that 10 000 Ontario borrowers were being charged a criminally high rate of interest contrary to s. 347 of the Criminal Code. The plaintiffs' lawyers were retained on a contingency fee basis with a written retainer that included a formula. Prior to trial, after multiple unsuccessful proceedings to have the action stayed and to block certification, National Money Mart settled the case. The settlement included a fee of \$27.5 million for the class members' lawyers pursuant to the contingency fee agreement. Class action settlements require the approval of the</p>	<p>court and when the Ontario Superior Court reviewed the terms of settlement, Justice Perell valued the settlement at \$30 million in cash and \$58 million in debt forgiveness and reduced the plaintiffs' lawyers' fees to 14.5 million.<sup>23</sup> The fact that the class action led to new payday loan legislation in Ontario was relevant to the assessment of counsel fee but the relatively low cash recovery of the individual class members was also relevant. On appeal to the Ontario Court of Appeal, the \$14.5 million counsel fee was found to be fair and reasonable in the circumstances.<sup>24</sup></p>

- Illustration boxes throughout the book provide other realistic examples.

ILLUSTRATION	1.1
<p>Mary Brown was at home tending her sick 18-month-old baby. He had a high temperature caused by an undetermined virus. Suddenly she realized that the child had lapsed into a coma. Fearing that he was in a state of convulsion and might die, she rushed him to her car and drove to the</p>	<p>nearest hospital. Within a few moments she was driving 110 km/h in a 50 km/h zone. On arrival at the hospital, the child was placed in emergency care, and the doctor commended her for having saved the life of her child. A police officer arrived on the scene and presented her with a summons for dangerous driving.</p>

- Checklists in most chapters summarize important points to facilitate understanding and review.

CHECKLIST	What Does Law Do?
<ul style="list-style-type: none"> <li>■ It influences and controls the behaviour of individuals in society.</li> <li>■ It empowers, influences, and controls the actions of government.</li> <li>■ It influences and controls interaction between individuals.</li> </ul>	

- An International Issue box in most chapters provides students with an application of the chapter topics.

**INTERNATIONAL ISSUE**

**Tobacco Litigation**

Tobacco is the most infamous inherently dangerous product of our time. Huge damage awards against U. S. tobacco manufacturers have received a lot of publicity. Individual smokers who have become ill as a result of smoking have received large sums in compensation. In July 2000, in Florida, for example, a court awarded US \$145 billion in punitive damages in a duty-to-warn class action on behalf of 700 000 smokers and former smokers. Two years later a Los Angeles court awarded US \$28 billion in punitive damages to a single plaintiff (though this was reduced on appeal to a mere US \$28 million). State governments have also launched proceedings to recover the extra health-care costs that they have incurred in treating tobacco-related illnesses. In 1998, a settlement was reached under which the major tobacco companies agreed to pay a group of states a total of US \$246 billion over a 25-year period.

Tobacco litigation in Canada is a more recent development. Claims for compensation have been brought both by individuals<sup>14</sup> and in the form of class actions.<sup>14</sup>

Canadian governments, too, have joined in the action. The federal government brought an action to recover health-care costs in New York State, presumably in the expectation of obtaining much larger damages than a Canadian court was likely to award. The action was dismissed on a technicality, having cost the government about \$13 million in legal fees. Meanwhile, British Columbia passed a statute specifically entitling the government to recover health-care costs.<sup>15</sup> The first statute was declared unconstitutional by the B.C. Supreme Court.<sup>16</sup> A replacement statute was promptly enacted<sup>17</sup> and declared constitutional by the Supreme Court of Canada.<sup>18</sup>

**QUESTIONS TO CONSIDER**

- Should individual smokers be compensated for smoking-related illnesses? How can one prove the illness was caused by smoking? Are today's smokers responsible for their own misfortunes? Should they be held contributorily negligent?
- What is the basis for the claims to recover health-care costs? Should governments that have permitted the sale of cigarettes, knowing the health risks, and that have collected vast amounts of tax on their sale, be entitled to compensation for the costs of providing health care?
- Is it appropriate for a government to enact a statute for the specific purpose of allowing it to bring a claim? Is that a form of retroactive legislation?

(For an interesting review of these issues relating to tobacco litigation, see G. Edinger, "The Tobacco Damages and Health Care Costs Recovery Act" [2001] 35 Canadian Business Law Journal 95.)

- An Ethical Issue box in most chapters reinforces the role of ethics in business.

**ETHICAL ISSUE**

**Access to Justice**

One fundamental tenet in democratic nations is that all people should have access to justice, or, as one popular maxim states: "Everyone is entitled to their day in court." What does this mean? Is it enough that courts exist and are available for use? Are courts synonymous with justice? What about alternative dispute resolution processes? Several topics in this chapter raise questions such as "What is access to justice?" and "When has it been denied?" If courts and lawyers are too expensive, is access to justice denied?

Some of the provinces have taken steps to reduce the cost of litigation. For example, British Columbia has simplified rules of procedure for claims of \$100 000 or less and in 2010 Ontario raised its simplified procedure limit from \$50 000 to \$100 000. Simplified procedures expedite the path to trial with early disclosure requirements, limited pre-trial procedures, and reduction in the length of trials. Most Canadian provinces have Small Claims Court limits over \$20 000 with Alberta and Ontario at \$25 000. Ontario has undertaken some mandatory mediation pilot projects. The hope is that many cases will be settled in mediation, at less cost to the parties and to the public. The Alberta Provincial Court—Civil Division may refer parties to mediation of its own accord or at a party's request. The British Columbia Superior Court promotes the use of settlement conferences conducted by a judge or a master (a judicial officer who presides over certain types of proceedings).

What if disputants cannot access these simplified initiatives? Over the last decade it has become common for big companies to insert mandatory arbitration clauses and waivers of class actions into consumer contracts so that consumers must arbitrate their disputes. Dell Computers, TELUS Communications and Rogers Cable have all had such clauses upheld by the courts, effectively preventing consumers from bringing lawsuits against them.<sup>45</sup> Is this effective legal risk management or a denial of consumer access to justice—or both? Balancing the interests of business and consumer is not easy.

**QUESTIONS TO CONSIDER**

- Do class actions improve access to justice or promote frivolous lawsuits?
- Is mandatory mediation or arbitration in conflict with the theory of alternative dispute resolution?
- Should legal aid be available for private lawsuits?

Sources: "Does Justice Cost More than It's Worth?" Law Times, December 11–17, 1996; G. Smith Martin, "Legal Update: Mandatory Mediation," Saskatchewan Lawyer, November/December 1998; British Columbia Ministry of the Attorney General, "A General Overview of the Small Claims Court Which Allows for 'Expedited' Litigation," [www.gov.bc.ca/courts/civil/infract\\_e\\_08\\_brochure.pdf](http://www.gov.bc.ca/courts/civil/infract_e_08_brochure.pdf) (accessed February 4, 2008).

- Key terms are boldfaced and concise definitions are given in the margins. A complete glossary can be found at the end of the book.

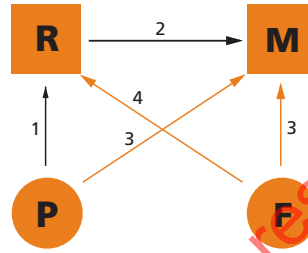
**ALTERNATIVE DISPUTE RESOLUTION**

There have always been informal ways to resolve disputes rather than resorting to the courts and, by the 1970s, the rising costs and delays involved in using the court system encouraged a new emphasis on the alternatives. Today, many parties to disputes agree not to go to court and instead to use the private procedures of *alternative dispute resolution*, known as **ADR**. The oldest form of ADR is **arbitration**—referring a dispute to an arbitrator who will **adjudicate** the matter; the arbitrator will hear the parties and their witnesses in private with less formality and more promptly than a court, and will deliver a decision with reasons. The decisions bind only the parties involved and are confidential. Arbitration was developed specifically with the business disputant in mind. The cost is born entirely by the parties. The goal is party autonomy; parties design their own process by selecting the rules, the forum, the arbitrator, and even the law that will be applied to the dispute. Often parties agree, through a term in their original contract, to refer any future dispute that may arise under the agreement to arbitration. In the absence of a pre-dispute term they may agree to arbitration after a dispute arises. Arbitration is also used in public sector disputes, in such areas as labour relations, workers' compensation, and international commerce

**ADR** alternative dispute resolution—using private procedures instead of the courts to resolve disputes

**arbitration** a form of ADR where a dispute is referred to an arbitrator who adjudicates the matter and the parties agree to be bound by the arbitrator's decision, although there may be a right to appeal to the courts

- Diagrams are provided in some chapters to enhance specific explanations.



- Each chapter concludes with a practical discussion of "Strategies to Manage the Legal Risks."

**Strategies to Manage the Legal Risks**

The rules governing most professions require members to carry public liability insurance to protect members (and their partners) from liability for unintentional wrongdoing. Anyone providing opinions to the public should have third-party liability coverage. Other preventative measures should also be taken. The risks of contractual liability are reduced when a written retainer (or contract) includes a detailed description of the scope of work and opinions to be provided to the client. Disclaimers should be used to exclude work not undertaken and limit liability. A description of the purpose for which the information is being provided, as well as a restriction on who may use or rely on the opinions, will reduce the risk of tort and fiduciary liability.

Sometimes professionals give advice for free as part of volunteer work or marketing campaigns. Disclaimers limiting scope, use, and purpose of the work should also be applied to these services as neither tort nor fiduciary liability depends upon being paid for the advice.

Of course, reducing the number of mistakes is the most effective preventative measure. Professionals should regularly participate in continuing education and professional development programs to ensure they are practising at the standard of their profession. Indeed, most professions set annual mandatory professional development requirements; without such mandatory requirements, the profession itself might be held liable for negligent omission—failing to monitor the competence of its members. With respect to liability liability, screening for conflict of interest should be done before a new client is accepted in an effort to flag situations where the interests may conflict with existing clients. Software is available that can automatically search existing files for names, addresses, or other details that are already in the system.

Even liability arising from intentional behaviour such as fraud, deceit, or breach of fiduciary duty can be reduced if professionals practising in partnerships adopt control mechanisms requiring more than one professional to work on or be familiar with every file. The more people involved in and familiar with a file, the more difficult concealing fraudulent (or negligent) behaviour is.

- Questions for Review near the end of each chapter provide students with an opportunity to check their understanding of main issues and to review the related parts of the chapter.

**QUESTIONS FOR REVIEW**

- What is the origin of the word "tort," and what does it mean?
- What is the principal purpose of tort law?
- What is meant by "strict liability"? Should liability ever be "strict"?
- Who should bear the loss resulting from an automobile accident? What are the alternatives?
- What is the main justification for the principle of vicarious liability?
- What must a plaintiff prove in order to succeed in an action based on negligence?
- In what circumstances may a public authority be held liable for damage resulting from its failure to carry out a statutory duty imposed on it?
- How do the courts determine the appropriate standard of care to be expected of a defendant?
- Is the "but for" test an appropriate way of determining causation?
- What is meant by "economic loss"?
- Should an injured party be able to recover damages despite the fact that her own conduct was negligent and contributed to the injury?
- Is it relevant in a tort action that the injured party has taken out insurance against the loss sustained?
- When is a manufacturer under a duty to warn?
- What is the test in most Canadian provinces for establishing the liability of occupiers for injury to lawful visitors? Are trespassers treated differently?
- What is the difference between a public and a private nuisance?
- What constitutes false imprisonment?
- Distinguish between libel and slander. What is meant by "privilege" in the context of defamation?
- What are the requirements for establishing that the tort of unlawful interference with economic interests has been committed?
- What are "punitive damages"? Should they be awarded in tort actions?
- What is an injunction?
- What are the main steps that can be taken to reduce legal risk?

- Cases and Problems at the end of each chapter ask students to apply concepts and principles from the chapter to realistic scenarios and actual cases.

#### CASES AND PROBLEMS

1. Western Ferries Inc. entered into a contract with Invincible Security Services Ltd. to provide security for the ferry company's dockyard buildings. One of Invincible's employees, DeSage, was employed to patrol the premises during the night. For reasons unknown, DeSage deliberately set fire to one of the buildings, causing damage amounting to \$65 000.  
Western brought an action against Invincible, claiming that Invincible was liable for the actions of their employee, DeSage. Invincible responded that DeSage had come to them with good references and had been properly instructed and trained by them to do the job.  
Should Invincible be held liable?
2. Sullivan and his friend Williams were having a quiet drink together one evening in the Tennessee Tavern when they got into an argument with four men at the next table, who had obviously had a fair amount to drink and were looking for a fight. There was a brief scuffle when one of the four men attacked Sullivan. The scuffle was broken up by two members of the tavern staff.

- A bibliography of selected sources is presented at the end of the book (p. 842).
- For convenience, an explanation of “How to Read a Citation” is printed on the inside back cover.

## SUPPLEMENTS

The following instructor supplements are available for downloading from a password-protected section of Pearson Education Canada's online catalogue ([www.pearsoned.ca/highered](http://www.pearsoned.ca/highered)). Navigate to your book's catalogue page to view a list of those supplements that are available. See your local sales representative for details and access.

- **Instructor's Resource Manual:** This manual provides lecture suggestions, a summary of the major changes from the 12th edition, additional information about the cases cited in the text, notes on the various Issue boxes, and suggested answers to all the Questions for Review and Cases and Problems.
- **MyTest ([www.pearsonmytest.com](http://www.pearsonmytest.com)):** MyTest from Pearson Education Canada is a powerful assessment generation program that helps instructors easily create and print quizzes, tests, and exams, as well as homework or practice handouts. Questions and tests can all be authored online, allowing instructors ultimate flexibility and the ability to efficiently manage assessments at any time, from anywhere. MyTest for *The Law and Business Administration*, 13th edition, includes over 1800 questions in multiple-choice, true-false, short answer, and essay format.
- **TestItem File:** This test bank includes all the questions from the MyTest version in Microsoft Word format.
- **PowerPoints:** A collection of transparencies, culled from the textbook or specifically designed to complement chapter content, is available electronically in PowerPoint.

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students with an assortment of tools to help enrich the learning experience, including:

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