

damages  
damages  
breach of contract  
litigants

2

## Civil Law & Litigation

Writ of Summons

duress

tortfeasor

negligence

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## TERMINOLOGY

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action  
assault  
battery  
Bill of Costs  
breach of contract  
Certificate of Judgment  
chambers  
chattels  
claims  
class action lawsuit  
collection  
compensation  
consideration  
contempt of court  
contractual obligations  
costs  
counter-sues  
Counterclaim  
court costs  
Court Order  
cross-examination  
Crown  
damages  
Default Judgment  
defendant  
docket  
duress  
evidence  
ex parte application  
examination for discovery  
examination  
in aid of execution

false imprisonment  
Garnishing Order  
general damages  
intellectual property  
intentional tort  
interlocutory application  
Interrogatories  
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judgment debtor  
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legal capacity  
limitation period  
List of Documents  
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Offer to Settle  
offeree  
offeror  
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questions of fact  
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taxation of Bill of Costs  
tort  
tortfeasor  
trespass  
Trial Certificate  
Trial Record  
undue influence  
verbatim  
void  
Without Prejudice letter  
witness  
Writ of Summons  
Writs of Execution

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## INTRODUCTION TO CIVIL LAW

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### BRANCHES OF CIVIL LAW

There are three branches of civil law:

1. Tort law
2. Contract law
3. Property law.

Tort law is a large part of civil law. A **tort** is a wrongdoing for which an injured party may seek **compensation**, typically money, from the wrongdoer (**tortfeasor**). The most common form of tort is **negligence**; i.e., failing to use reasonable care.

## TORT LAW v. CONTRACT LAW

If two or more people are parties to an Agreement or Contract and one of the parties does not abide by the terms, then the other party or parties may launch a civil **action** – lawsuit – for **breach of contract**. While a wrongdoing has taken place and the "injured" party will seek compensation for breach of contract, it is not considered a tort.

The main difference between tort law and contract law is that the parties in tort law do not enter into any **contractual obligations**. All of us have tort obligations, whether we like it or not. Parties in contract law think about their contractual obligations and usually sign a document agreeing to the contract terms. No contracts or agreements are involved in tort law actions.

## CRIMES AND TORTS

Some acts are both a crime and a tort; for example, a motor vehicle accident. If a person drives dangerously and injures someone, the driver may be convicted of dangerous driving by the state (a crime) and be subject to punishment (jail/fine). The driver may also be **sued** by the injured party in a tort action and be subject to paying **damages** (compensation for injuries suffered) to the injured party.

Criminal suits and tort actions, even if they arise from the same incident, are tried separately. Criminal suits are initiated by the **Crown** (prosecutors representing the state) and the accused is prosecuted in criminal court. Tort actions are initiated by the injured party (the **plaintiff**) who sues the wrongdoer (the **defendant**) in civil court.

Both the plaintiff and defendant are referred to as **litigants**.

## INTENTIONAL TORTS v. NEGLIGENCE

Torts are either intentional torts or negligence. An **intentional tort** occurs when the tortfeasor is certain of the results of his or her action, wants to commit the act, and uses voluntary movement to perform the act. Examples of intentional torts are assault, battery, false imprisonment, infliction of mental suffering, interference with land (trespass and nuisance), and interference with chattels.

Assault and battery are two distinct torts. **Assault** occurs when the victim believes that he or she is about to be physically harmed against his or her will, but no physical contact takes place. **Battery**, on the other hand, occurs when the victim is touched; for example, kicked, punched, slapped, or stabbed. The victim, however, does not have to be injured

for battery to have occurred. If the battery is offensive to the victim, even if there is no injury, the victim may claim minor damages.

Assault may be both an intentional tort and a criminal offence. As an intentional tort, it may be the basis for a civil action initiated by an individual. As a criminal offence, it may be the basis for a criminal prosecution by the Crown.

**False imprisonment**, as an intentional tort, refers to the victim being prevented from leaving a place; e.g., prevented from getting out of a car or leaving a room. False arrest also constitutes false imprisonment. False imprisonment cannot be claimed if the victim has other ways of getting away from his or her confinement.

Infliction of **mental suffering** is an intentional tort if, through his or her extreme conduct, the defendant causes the victim severe emotional distress. There are cases where a witness brings a claim against a defendant for infliction of mental suffering. These witnesses are often close family members of the victim or strangers who are physically and/or mentally injured.

Two kinds of interference with land come under the heading of intentional torts: trespass and nuisance. **Trespass**, either intentional or unintentional, is the unauthorized entry onto another person's land or interference with the enjoyment of the land.

**Nuisance**, on the other hand, refers to the defendant damaging the plaintiff's land or destroying the plaintiff's "quiet enjoyment" of the land. Examples of this private nuisance are: noise, dirt, smells, radio transmissions, etc. There is a category of nuisance that refers to annoying the general public. This is a criminal offence not a civil one.

Interference with **chattels** relates to moving or interfering with objects (cars, boats, etc.) belonging to others, without the owner's permission. If the chattels are damaged, the defendant must pay for repair or replacement. If the chattels are not damaged, the defendant may be liable for minor damages.

A major difference between an intentional tort and negligence is that the plaintiff in an intentional tort case does not have to prove actual damage. However, in a negligence case, the plaintiff must prove that she or he suffered damage, that the conduct of the defendant caused the damage, and that the defendant had a duty in law to avoid the particular conduct but breached that duty.

Many negligence cases revolve around the concept of a **reasonable person**. This is the standard that the court uses to determine whether the defendant's conduct is negligent. Few people can live up to the standard of a reasonable person. The reasonable person is always diligent, aware of potential risks, and thinking of the welfare of others. In other words, if you were a "reasonable person" you would probably never leave home for fear of being negligent!

## CONTRACT LAW

There are two main categories of contracts:

1. Simple
2. Specialty.

**Simple contracts** are verbal, written, or implied. They have no prescribed wording and are not signed under seal. On the other hand, **specialty contracts** are written and are signed under seal. Examples of specialty contracts are Mortgages, Leases, Licensing Agreements, Separation Agreements, and Service Contracts.

To **sign under seal** means that the parties sign their names and a red seal is placed at the end of the signature line. Sometimes, instead of a seal, the word "seal" or "L.S." (**locus sigilli**: place for the seal) is placed at the end of the signature line.

For a contract to be valid there must be offer and acceptance. The **offeror** must offer to make a contract and the **offeree** must accept the offer.

An offer must be definite, intended, and communicated to the offeree. If the offeree wants to form a contract, then he or she must communicate acceptance of the offer within the stated time frame. The offeree's acceptance must be unconditional.

An offer may be **revoked** (cancelled) by the offeror withdrawing the offer. There are, however, circumstances under which an offer is automatically revoked: (a) a counter-offer is made; (b) the offeror dies before the offeree accepts the offer; and (c) the offeree does not accept the offer within the stated time frame.

When an offer has been accepted, a contract is prepared and signed by all parties. An essential element of a simple contract is a stated **consideration** (value). If no consideration is stipulated, then in the eyes of the law, one party is doing something for the other party free of charge. There is no contract per se, merely a gift. Contracts under seal do not need to state a consideration.

The parties to a contract must have **legal capacity**. Minors may make certain contracts with adults but generally they may cancel these contracts without penalty. Mentally incompetent people and those under the influence of alcohol and/or drugs cannot make contracts.

If a person makes a contract while intoxicated, the contract may be revoked if three things are proven: (i) the person was actually intoxicated to the extent that he or she did not know that a contract was being made; (ii) the other parties to the contract were aware that the person was intoxicated; and (iii) the person sought to revoke the contract within a reasonable period of it being made (for example, when he or she sobered up).

Besides the parties to a contract having legal capacity, they must also consent to make the contract. If anyone is forced to sign a contract under duress or undue influence, the contract is invalid. **Duress** refers to one person forcing another to sign a contract. This

may include threats to the person's life or well-being. **Undue influence** is when one person coerces another into signing a contract against his or her will.

A contract is also **void** (has no legal force) if there is a serious mistake or genuine misunderstanding in the terms of the contract or if there has been a **misrepresentation** (false or misleading words or actions).

## PROPERTY LAW

Property law encompasses personal, real, and intellectual property.

### PERSONAL PROPERTY

**Personal property**, often called chattels, includes cars, boats, ATVs, artwork, jewellery, electronics, furniture, etc. Damage or removal of personal property is a litigation matter. On the other hand, if ownership of the property is transferred as a result of the death of the owner, then the matter is a wills and estates one.

### REAL PROPERTY

**Real property** includes land and buildings (houses, condominiums, office blocks, shopping malls, factories, warehouses, etc.). As with personal property, if there is damage, or a question of ownership, then the matter is handled by the litigation department. If, however, ownership passes from one party to another, then it is a conveyancing matter which is handled by the real estate department of a law firm or by a notary public.

Often personal and real property law are intertwined. For example, a client buys a house with chattels such as the stove, fridge, and drapes, and signs a Contract of Purchase and Sale (contract law) listing both the real and personal property. The conveyancing department of a law firm, or a notary public, handles this matter. If anything goes wrong with the conveyance and the contract is broken or not fulfilled, the matter is handled by the litigation department.

Another example is when a client sues an insurance company following a house fire. The amount of the litigation claim includes the value of the building (real property) and the contents (personal property).

### INTELLECTUAL PROPERTY

**Intellectual property** refers to the ownership of copyright, patents, and trademarks. With the ever-expanding availability and communication of information over the Internet, questions of intellectual property use and ownership are common.

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# A LAWSUIT

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## COMMENCING AN ACTION

To commence an action, the plaintiff's lawyer (the party suing) prepares **pleadings**. Pleadings are legal documents that set out claims and relief sought. The **claims** are the facts of what happened and/or the party's right to demand money or property. The **relief** sought is what the party wants the judge to order.

### THE FIRST PLEADING

The first pleading that the plaintiff's lawyer prepares is a **Writ of Summons, Notice of Civil Claim, Notice of Action**, or similar document.

The Writ or Notice names the parties – plaintiff and defendant – and sets out the plaintiff's claims against the defendant and the relief sought. It also states the **limitation period** – the number of days within which the defendant must "reply."

When a number of people want to sue, the action is called a **class action lawsuit**. Class action lawsuits are common in product liability cases (defective products).

### SERVICE

**Service** is the process of giving legal notice to a person. In the case of a legal action, a sheriff, process server, ministry enforcement officer, or similar official serves the Notice or Writ on the defendant.

If a defendant discovers that she or he is about to be served with a Writ or Notice, that person may try to evade service. Alternatively, the sheriff or process server may be unable to locate the defendant. Under these circumstances, the court issues an **Order for Substituted (or Substitutional) Service**.

**Substituted (or substitutional) service** means that the defendant is served by other means; for example, serving a close family member or a person believed to have contact with the defendant, posting the Writ or Notice in the court registry, or publishing a copy of the Writ or Notice in a local newspaper where the defendant resides.

## FLIGHT OR FIGHT

Normally a defendant seeks legal advice when served with a Writ or Notice; however, it is not mandatory.

However, the defendant has to decide what course of action to take: do nothing or fight.

If the defendant does nothing, the plaintiff "wins" the case by default and a **Default Judgment** is prepared.

If the defendant decides to fight, then she or he prepares a pleading called a **Statement of Defence** or **Response to Civil Claim**.

If the defendant feels that the plaintiff is partially or fully to blame for the wrongdoing, the defendant **counter-sues** by preparing a **Counterclaim**.

## INTERLOCUTORY APPLICATIONS

During the course of an action, it is often necessary for either the plaintiff's or defendant's lawyer to appear in **chambers** (a "non-trial" courtroom or a Judge's private office) to obtain a **Court Order** from a judge. This happens when, for example, substituted service or extra pleadings are required. The process of applying for a Court Order is called an **interlocutory application** or "application."

If there is no opposing counsel, as with an Order for Substituted Service, it is known as an **ex parte application**.

## DISCOVERIES

A **party of record** to an action; i.e., the plaintiff or defendant, may request a case planning conference to organize the discovery of documents, examinations for discovery, expert witnesses, witness lists, and trial (type, estimated length, etc.).

Each side prepares a **List of Documents** in their possession that are relevant to the case. They may include letters, memoranda, e-mails, faxes, telephone messages, accounting records, contracts, etc. Once the List of Documents is prepared and served on the parties of record, everyone should have the same information. In some provinces, the parties have to demand to see items on each other's List of Documents.

If a case cannot be settled out of court, an **examination for discovery** ("discovery") is held. At this meeting, the plaintiff's lawyer questions (examines) the defendant in the presence of the defendant's lawyer and a court reporter, and vice versa. The court reporter records the proceedings **verbatim** (word for word) and produces a printed transcript for both parties to peruse. The purpose of an examination for discovery is to clarify the facts and issues of a case and to obtain admissions from the other party. Often the outcome of an examination for discovery is a settlement.

Another valuable, inexpensive discovery method is **Interrogatories**. Interrogatories comprise a list of written questions to be answered by the other party in an Affidavit – no formal meeting takes place.

## SETTLING OUT OF COURT

A party may try to settle out of court by proposing settlement terms in a **Without Prejudice letter**. This letter cannot be used as evidence in court.



Often a Without Prejudice letter forms the basis of a formal **Offer to Settle** which sets out the terms of the proposed settlement but is not an admission of guilt. The fact that an Offer to Settle has been made must not be disclosed to either the court or a jury until all issues (other than costs) have been settled to all parties' satisfaction.

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## GOING TO COURT AND COLLECTING

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### TRIAL PROCEDURES

There is often more than a year between setting a trial date and the actual trial. However, once the trial date is set, the plaintiff's lawyer prepares a **Notice of Trial** (detailing the date, time, and place of trial).

A **Trial Record** (containing all the relevant documents [pleadings] required by the court for trial) is prepared prior to the trial date. Depending upon the province, additional documents may be required. For example, a **Trial Certificate** may have to be filed shortly before the actual trial to confirm that the parties are ready and that all pre-trial procedures are complete.

Depending upon the case, the trial may be by judge alone or by judge and jury. A **jury** is a group of people randomly selected, and summoned by law, to hear a case and render a decision. If the trial is by judge alone, the judge decides the **questions of fact**: who is at fault, and the **questions of law**: the compensation to be granted. If the trial is by judge and jury, the jury decides the questions of fact and the judge the questions of law.

The judge passes judgment either verbally at the end of the trial or in writing, in **Reasons for Judgment**, following the trial.

### WITNESSES

When a case goes to trial, both sides call witnesses to support their arguments. A **witness** is a person who, under oath, gives **evidence** (important information about the case).

Generally, a lawyer calls his or her witnesses to a meeting at the law firm prior to the trial. The objective is to brief the witnesses on court procedure and to give them a "dry run" of their testimony. The lawyer also prepares the witnesses for the questions the opposing counsel is likely to ask. From the lawyer's point of view, she or he obtains a good idea of how the witnesses will support the case and, sometimes, how well they will stand up under **cross-examination** (questioning by the opposing counsel).

If a lawyer is dubious as to whether a witness will attend court, he or she may issue a Subpoena. A **Subpoena** is a document that directs a witness to attend at court on a

certain day at a certain time. The Latin term "subpoena" means "under penalty." If the witness does not appear at court after being served with a Subpoena, he or she is in **contempt of court**.

In some provinces, such as Nova Scotia, a Subpoena is signed by the **prothonotary** (the chief clerk of the civil court).

## **SMALL CLAIMS COURT**

If the plaintiff is claiming a small amount of money (usually not in excess of \$25,000) from the defendant, the case is normally heard in the provincial Small Claims Court.

Because the claims in Small Claims Court are small, the parties often represent themselves rather than hire a lawyer.

When claims against a defendant are in excess of \$25,000 (depending upon the province), the case is normally heard in a superior court, such as the provincial Supreme Court.

## **DAMAGES & COSTS**

If the defendant does not file an Appearance, a Response to Civil Claim, or a Statement of Defence, the plaintiff applies to the court for a default judgment. If either the plaintiff or the defendant does not appear at the trial, the other party applies for a default judgment.

If the defendant defaults, he or she is expected to pay the plaintiff the damages listed in the Default Judgment.

If a case goes to trial, the loser pays the proven damages as well as costs. The **costs** normally include a portion of the successful party's legal fees, court filing fees, transcript expenses, etc. Legal fees are known as **solicitor-client costs** and should not be confused with **court costs**, that include filing fees, transcript expenses, etc.

Each province has court rules that include schedules of fees. These schedules are used by the successful lawyer to prepare a **Bill of Costs** (a list of the specific costs and their dollar value). The winning party cannot expect that all legal fees will be paid. Generally speaking, the successful party recovers approximately one-half to two-thirds of his or her legal fees.

When the successful party's lawyer prepares a Bill of Costs, a copy is sent to the unsuccessful party's lawyer. If the latter disagrees with the Bill of Costs, he or she can take the matter before the court registrar or taxing officer. This process is known as **taxation of the Bill of Costs**.

The registrar or taxing officer reviews the Bill of Costs and compares the charges to the schedules of fees in the court rules. If necessary, the registrar or taxing officer reduces the amount of the Bill of Costs.

If the defendant loses the case, in addition to costs, he or she pays damages – compensation for injuries suffered. There are several different types of damages. **Special damages** are tangible expenses such as medical costs, loss of wages, and property damage. **General damages** relate to "intangibles" such as loss of personal happiness due to injury, pain, and suffering. **Nominal damages** are small amounts of money given to the plaintiff to show good faith, even though the plaintiff suffered minimal injury. **Punitive damages** refer to compensation for obnoxious behaviour toward the plaintiff.

## COLLECTION PROCEDURES

Often a Court Order stipulates that one party must pay the other party a certain sum of money. Sometimes it stipulates that certain goods have to be returned. Whatever the circumstances, the person required to pay the money or return the goods is called the **judgment debtor**. The party trying to obtain the money or goods is called the **judgment creditor**. If the judgment debtor does not pay the money or return the goods within a specified time limit, then the judgment creditor takes other steps to satisfy the terms of the Order. This process is called **collection**.

The first step in the collection process is for the judgment creditor to obtain information on the judgment debtor. This includes details of the judgment debtor's real property (home) and personal property (car, boat, motor home, etc.). The information is obtained by the judgment creditor's lawyer conducting searches in various government agencies; for example, land title offices, motor vehicle departments, etc. Alternatively, the judgment creditor's lawyer obtains information by questioning the judgment debtor in an **examination in aid of execution** (similar to an examination for discovery). If the judgment creditor's lawyer wants to question the judgment debtor in court, a Subpoena is prepared and issued.

Once the judgment creditor's lawyer has sufficient information on the judgment debtor's financial situation, she or he moves to the next step in the collection process. This involves forcing the judgment debtor to pay the money or deliver the goods. This is done by a Garnishing Order, a Certificate of Judgment, or one of a series of Writs of Execution.

A **Garnishing Order** is used when the judgment creditor's lawyer discovers that the judgment debtor has income, either from employment or debts he or she is owed. The idea behind a Garnishing Order is that the money that would have gone to the judgment debtor is diverted into court and the judgment creditor's lawyer then applies to the court to have the money paid out to the judgment creditor. If this sounds complicated, the following is an example:

Imagine that you are the judgment debtor, that you have a job, and that you owe the judgment creditor \$20,000. The judgment creditor prepares a Garnishing Order that orders your employer to pay a portion of your wages into court each payday. The judgment creditor then applies to the court for payment out of your garnished wages.

If the judgment creditor's lawyer discovers that the judgment debtor has real property, the lawyer places a **Certificate of Judgment** (which is a charge or encumbrance) against the property. The judgment debtor cannot sell the house until the judgment creditor is paid. Once payment is made, the Certificate of Judgment is cancelled.

**Writs of Execution** are used when the judgment creditor's lawyer wants the sheriff to seize property. Examples of Writs of Execution are Writ of Possession, Writ of Delivery, and Writ of Seizure and Sale.

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## STUDENT ACTIVITIES

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### ACTIVITY 1

Refer to the Notice of Civil Claim on page 121 of the Documents section.

- Locate the terms **negligence**, **relief**, **general damages**, **special damages**, **costs**, **plaintiff**, **defendant**, and **Counterclaim**. What do these terms mean?
- On page 2 there is a paragraph relating to the time for response. What is the legal term for this response time?

### ACTIVITY 2

Refer to the Order for Substitutional Service on page 126 of the Documents section.

- What do the terms **in chambers** and **ex parte** mean?
- Some Nova Scotia Court Orders are signed by a **prothonotary**. What does this term mean?

### ACTIVITY 3

Refer to the Subpoena on page 127 of the Documents section.

- What is a **Subpoena**?
- What is the legal term for the situation when someone ignores a Subpoena?

### ACTIVITY 4

Refer to the Reasons for Judgment on page 128 of the Documents section.

- A **court docket** is a list of the cases tried by the court on a specific date. What is the alternate meaning of the term **docket** that you have learned in a previous unit?
- What is the role of the Attorney General of a province or territory?
- In Paragraphs [6] and [7], what does the term **claim** mean?

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# UNIT COMPREHENSION

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## SECTION A

Read the following sentences and then fill in each blank with the appropriate legal term or phrase.

1. The three branches of civil law are \_\_\_\_\_ law, \_\_\_\_\_ law, and \_\_\_\_\_ law.
2. The most common form of tort is \_\_\_\_\_.
3. \_\_\_\_\_ is the legal term meaning to fail to use reasonable care.
4. The main difference between tort law and contract law is that the parties in tort law have not entered into any \_\_\_\_\_.
5. When a party does not abide by the terms of a contract, a civil action for \_\_\_\_\_ is launched.
6. Some acts, such as a motor vehicle accident, are considered to be both a/an \_\_\_\_\_ and a/an \_\_\_\_\_.
7. In a motor vehicle accident, a driver may be \_\_\_\_\_ by an injured party in a tort action.
8. Tort actions are initiated by the \_\_\_\_\_ (the injured party).
9. Another term for "wrongdoer" is \_\_\_\_\_.
10. Both the plaintiff and defendant are referred to as \_\_\_\_\_.
11. \_\_\_\_\_ occurs when the victim believes that he or she is about to be physically harmed against his or her will, but no physical contact takes place.
12. \_\_\_\_\_ is the unauthorized entry onto another person's land.
13. Many negligence cases revolve around the concept of a/an \_\_\_\_\_ person.
14. The party offering to make a Contract is called the \_\_\_\_\_ and the party accepting an offer is called the \_\_\_\_\_.
15. \_\_\_\_\_ contracts are verbal, written, or implied and are not signed under seal.
16. \_\_\_\_\_ is the Latin term meaning place for the seal.
17. Contracts under seal do not need to state a/an \_\_\_\_\_ (value).
18. Property law encompasses three main areas: \_\_\_\_\_ property, \_\_\_\_\_ property, and \_\_\_\_\_ property.

## SECTION B

Read the following sentences. Select the correct legal term(s) from those listed in the parentheses.

1. The documents prepared by both sides that present the facts and issues of the case are called the (interrogatories, discoveries, pleadings, replies).

2. The process of applying for a Court Order is called a/an (interlocutory application, trial, discovery, pleading application).
3. In most jurisdictions, applications for Court Orders are heard by (court clerks, articling students, judges, lawyers) in chambers.
4. The term "verbatim" means (examination for discovery, word for word, orally, in person).
5. An Order for Substituted Service is an example of a/an (ex parte application, application for motion, discovery, pleading).
6. The purpose of a/an (Writ, examination for discovery, trial, chambers hearing) is to clarify the facts and issues of a case.
7. A list of written questions to be answered via Affidavit by the other party is called a/an (examination for discovery, trial, Without Prejudice letter, interrogatory).
8. A Without Prejudice letter is the basis from which a formal (Counterclaim, Notice of Civil Action, Offer to Settle, Court Order) is prepared.

### SECTION C

Match the following legal terms to the definitions in the table. Place your answer(s); e.g., h, in the Answer column.

- |                           |                      |                      |
|---------------------------|----------------------|----------------------|
| a. Jury                   | g. Notice of Trial   | m. Sheriff           |
| b. Reasons for Judgment   | h. Judgment debtor   | n. Special damages   |
| c. Garnishing Order       | i. Subpoena          | o. Judgment creditor |
| d. Witness                | j. Court Order       | p. Writ of Execution |
| e. Solicitor-client costs | k. General damages   | q. Court costs       |
| f. Punitive damages       | l. Trial Certificate | r. Taxation          |

Definition	Answer
1. Document detailing the date, time, and place of trial	
2. Compensation for loss of wages	
3. Written judgment passed by judge after trial	
4. Document confirming that all pre-trial procedures have been completed	
5. Person who is trying to obtain money under a Court Order	
6. Direction to a witness to attend at court on a certain day	
7. Document to divert wages into court	
8. Randomly selected group of people who hear a case	
9. Compensation for loss of personal happiness due to injury	
10. Person who gives evidence under oath	
11. Person who serves legal documents	
12. Document instructing a sheriff to seize property	
13. Person required to pay money under a Court Order	
14. Compensation for obnoxious behaviour toward the plaintiff	
15. Transcript expenses	