



SUPERTUTES

- 20 tables, 8 students per table, 1 tutor per 4 tables
- 2 hr classes, 3 hypotheticals discussed in tables - then as the entire group (largely me providing an ‘answer’)
- table groups assigned, completed weekly IFATs



IMMEDIATE FEEDBACK ASSESSMENT TECHNIQUE (IF AT®)

Name _____ Test # _____

Subject _____ Total _____

SCRATCH OFF COVERING TO EXPOSE ANSWER

	A	B	C	D	Score
1.					2
2.					4
3.					4
4.					2
5.					1
6.					4
7.					2
8.					4
9.					4
10.					2

WEEKLY IFAT CLASS QUIZ

- attempt to drive pre-class study and use peer pressure (group marks)
- excellent engagement
- massive increase in attendance
- 1.4 marks / week was enough (surprisingly)



People

Students
(who've contributed questions)

75

Students
(who've answered questions)

79

Total number of questions
(active questions only)

2098

Total number of answers
(to all questions)

16596

Highest Reputation scores

*Highest Reputation scores of all students
in this course*

Rank	Total Reputation score (components)
1	6340 (241q, 4227a, 2400r)
2	5683 (183q, 3108a, 1944r)
3	5573 (329q, 2109a, 1121r)
4	5218 (151q, 2588a, 1549r)
5	4234 (75q, 2150a, 1063r)

Your Reputation score in this course

1 (0q, 0a, 0r)


Highest Answer scores

*Highest Answer scores of all students
in this course*

Rank	Total Answering score
1	9163
2	5476
3	5451
4	4579
5	4440

Your Answer score in this course

26



Peter Griffin was an employee of the Simpson Hotel in Botany Bay that was a pub and manufacturer of beer. Peter was the head beer salesman and was quite good at his job. Peter sold beer to business in the Sydney CBD only. Peter signed a contract that had a non-compete clause which stated:

"I Peter Griffin on termination of my employment will not work for any alcoholic beverage company in Australia, nor try and solicit the customers of Simpson Hotel for a period of 5 years".

The Simpson Hotel has been in existence since 1788 and only ever made beer.

Peter quit his job and took a job as a salesman of the Sweet Wine Co in Newcastle.

Is the non-compete clause valid or invalid and why?



Explanation

The following explanation has been provided relating to this question:

The non-compete clause is invalid as the geographic scope and time period is excessive in order to protect the legitimate interests of the Simpson Hotel. This is similar to the case of *Transpacific Industries Pty Ltd v Whelan*. It would likely be acceptable only if it applied to the Sydney area and not the whole of Australia for a shorter time period.

Alternatives

The contributor suggests D is the correct option

OPTION	ALTERNATIVE	FIRST ANSWERS	CONFIRMED ANSWERS
A	It is valid because it protects the trade secrets of the Simpson Hotel and their customer base	1 (3.33%)	0 (0.00%)
B	It is invalid as Peter does not know the trade secrets	3 (10.00%)	0 (0.00%)
C	It is invalid as it has an indefinite time period	4 (13.33%)	0 (0.00%)
D	It is invalid as there is a definite time period and geographic coverage that is excessive.	21 (70.00%)	8 (100.00%)
E	It is valid as the geographic coverage is not excessive	1 (3.33%)	0 (0.00%)



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Remedies

 Mark Bender | 1048 plays



Conditions Warranties

 Mark Bender | 7 plays



ACL s54

 Mark Bender | 817 plays



Natasha

 Mark Bender | 163 plays

Questions

 **Poll locked.** Responses not accepted.

“Is there a case in which specific performance was NOT ordered for breach of a sale of land contract?”

about 3 years ago

“don't we skip over the chapter on agencies?”

about 3 years ago

“what time does this lecture finish?”

about 3 years ago

“Could you argue because "strictly" is used it IS a condition (Schuler v Wickman)?”

about 3 years ago

“where did you buy your shirt?”

about 3 years ago

“what type if term is number 7?”

about 3 years ago



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