

Bus 241 - Fall 2010 - Final Exam

You have 130 minutes to complete this examination. This is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are FIFTEEN (15) pages and 130 questions to this exam -- 62 True False, and 68 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

USE A FOR TRUE AND B FOR FALSE IN THE TRUE/FALSE SECTION.

PLEASE BE SURE TO TURN IN THE EXAM WITH YOUR NAME ON THE FIRST PAGE OF THE EXAM YOU WERE GIVEN. IF YOU FAIL TO PUT YOUR NAME ON A COPY OF THE EXAM, YOU MAY BE GIVEN A -0- FOR THE EXAM.

ANSWERS SHOULD BE ENTERED ON THE MACHINE READABLE FORM. PLEASE BE SURE TO USE PENCIL SO THAT YOUR ANSWERS CAN BE READ BY THE GRADING MACHINE. PLEASE BE SURE TO ALSO INCLUDE YOUR STUDENT ID NUMBER ON THE ANSWER SHEET.

You should try and provide answers for all questions, as there is no penalty for a wrong answer, and it counts the same as an omitted question. A correct answer for the True/False section is worth 1 point, while a correct answer for a multiple choice question is worth 2 points. In the multiple choice section there are often two answers which may appear to potentially be correct. You must choose the response which answers the question the best.

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B. Failure to provide this information on your answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

Name: _____

ID: A

Any lack of clarity with regard to your answer choice may result in you not being awarded points for your answer. Good Luck.

True/False

Indicate whether the statement is true or false.

- _____ 1. Whether a law is constitutional depends on its source.
- _____ 2. A contract for the sale of stock is subject to Article 2.
- _____ 3. If a price quotation contains a mistake in the adding of a number of figures, the contract may not be enforceable.
- _____ 4. A bribe need *not* consist of money to be a crime.
- _____ 5. Ethical reasoning is the process through which an individual rationalizes whatever action he or she chooses to take.
- _____ 6. An oral contract is an implied-in-fact contract.
- _____ 7. A reference to "28 U.S.C. Section 1332" means that a federal court's decision can be found on page 28 of Section 1332 of the *United States Cases*.
- _____ 8. Publishing false information about another's product is trade libel.
- _____ 9. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- _____ 10. An accord and satisfaction requires that the amount of a debt must not be in dispute.
- _____ 11. Under the UCC, a sale occurs when title passes from a seller to a buyer for a price.
- _____ 12. The doctrine of *res ipsa loquitur* applies if an event causing harm does not normally occur in the absence of negligence.
- _____ 13. A patent applicant must demonstrate that the invention, discovery, or design is commercially practicable to receive a patent.
- _____ 14. For purposes of diversity of citizenship, a corporation is a citizen only of the state in which it is incorporated.
- _____ 15. Under the UCC, an offer to buy goods can be accepted only by a prompt shipment of the goods.
- _____ 16. A contract cannot be void if its purpose is legal.
- _____ 17. An offeror is a person who makes an offer.

Name: _____

ID: A

- _____ 18. In early neutral case evaluation, a third party's evaluation of each party's strengths and weaknesses forms the basis for negotiating a settlement.
- _____ 19. Defamation involves wrongfully hurting a person's good reputation.
- _____ 20. A person who enters into a contract when he or she is intoxicated can void the contract if the terms are obviously favorable to the other party.
- _____ 21. Misrepresentation of a material fact cannot occur through words alone.
- _____ 22. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- _____ 23. Nominal damages usually involve very small amounts.
- _____ 24. The duty owed under the mitigation of damages doctrine depends on the situation.
- _____ 25. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- _____ 26. A minor who affirmatively misrepresents himself or herself to be an adult will not be able to disaffirm a contract in most states.
- _____ 27. A promise made with respect to a past event is enforceable because the event is certain—it has already occurred.
- _____ 28. Liquidated damage clauses typically require a party who breaches a contract to pay a certain amount to the nonbreaching party.
- _____ 29. Oral evidence of otherwise clear terms in a contract can be introduced at a trial to contradict those terms.
- _____ 30. How a business owner or manager behaves may indicate to employees and others that unethical behavior will be tolerated.
- _____ 31. Duty-based ethics may be based on religious precepts or philosophical reasoning.
- _____ 32. Remedies that an innocent party can seek on the breach of a contract include rescission.
- _____ 33. The four broad types of damages in contract law are compensatory, consequential, punitive, and actual damages.
- _____ 34. A *lessor* is one who sells the right to the possession and use of goods under a lease.
- _____ 35. On the breach of a contract for a sale of land, the usual remedy is specific performance.
- _____ 36. An answer can admit to the allegations made in a complaint.
- _____ 37. A state court can exercise jurisdiction over all of the property located within the boundaries of the state.

Name: _____

ID: A

- ___ 38. Embezzlement can be committed only by physically taking property from the possession of another.
- ___ 39. A contract entered into under undue influence is unavoidable.
- ___ 40. The theft of trade secrets is not a crime unless a contract is breached.
- ___ 41. On a tenant's abandonment of leased premises, the landlord's measure of damages is the amount of the unpaid rent with no adjustments.
- ___ 42. Specific performance is the remedy customarily used when there is no actual contract or agreement between two parties.
- ___ 43. Slander involves the oral communication of defamatory language.
- ___ 44. The maximum rate of interest is the same in every state.
- ___ 45. On an employer's breach of an employment contract, the measure of the employee's damages is his or her salary with no adjustments.
- ___ 46. An executory contract is one that has been fully performed.
- ___ 47. Oral evidence of the modification of a contract after its making can be introduced at a trial.
- ___ 48. A liquidated damages clause is enforceable when damages are going to be difficult to determine.
- ___ 49. To rescind a contract, the party that received a benefit in exchange for his or her promise to perform is required to return the benefit.
- ___ 50. A person's actions may cause a breach of contract or a tort, but never both.
- ___ 51. A criminal suspect does *not* have a right to remain silent.
- ___ 52. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- ___ 53. An oral contract for specially manufactured goods is *not* enforceable under the UCC.
- ___ 54. Food is the only thing that courts have been willing to define as "necessary."
- ___ 55. Every state has adopted the Uniform Commercial Code in its entirety.
- ___ 56. An oral contract may be enforceable under the UCC.
- ___ 57. Constitutional law includes only the U.S. Constitution.
- ___ 58. Parties with contractual capacity may form an enforceable contract.
- ___ 59. UCC Article 2A applies only to consumer leases.

- _____ 60. The UCC does *not* impose different standards on merchants than it imposes on consumers.
- _____ 61. Uniform laws apply in all states, including those in which the laws have not been adopted.
- _____ 62. A formula for a chemical compound can be a trade secret.

Multiple Choice

Identify the choice that best completes the statement or answers the question.

- _____ 63. A contract between Lou and Mike requires a transfer of stolen body building equipment for counterfeit currency that Mike will attempt to spend at Now! Discount Mart. This contract is
- void.
 - enforceable.
 - voidable at the option of Lou or Mike.
 - voidable at the option of Now!
- _____ 64. Lily wrongfully terminates her employee Mai. Nate offers a similar job to Mai, who refuses to accept and files a suit against Lily. The damages that Mai receives will most likely be equal to
- Mai's salary *less* the income Mai would have received from Nate.
 - nothing.
 - Mai's salary *plus* the income Mai would have received from Nate.
 - Mai's salary without more.
- _____ 65. The Montana Supreme Court decides the case of *National Co. v. Overseas Corp.* Of nine justices, eight believe the judgment should be in National's favor. Justice Pine disagrees and writes a separate opinion. This opinion is
- a minority opinion.
 - a unanimous opinion.
 - a concurring opinion.
 - a dissenting opinion.
- _____ 66. Print Quik, Inc., seeks punitive damages in a suit against Reddy Supply Company. Generally, punitive damages may be recovered when a contract has been breached
- only if the contract involves a sale of goods or a sale of land.
 - under no circumstances.
 - only if the breach is directly related to the commission of a tort.
 - in almost all cases.
- _____ 67. Dribble Beers, Inc., markets alcoholic beverages. A federal regulation bans the disclosure of the alcohol content of the beverages on Dribble's labels and those of other marketers. A court would likely hold this regulation to be
- justified by the need to protect individual rights.
 - constitutional under the First Amendment.
 - necessary to protect national interests.
 - an unconstitutional restriction of speech.

- _____ 68. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- only if Grace tried to conceal the error.
 - even if Grace was not aware of the error.
 - only if Grace was aware of the error.
 - under no circumstances.
- _____ 69. *Metro Daily* and New City Newsstand enter into a contract under which *Metro* agrees to deliver a certain quantity of newspapers to New City each day. The contract does not include a price term. In a suit between the parties over the price, a court will
- return the parties to the positions they held before the contract.
 - impose the lowest market price.
 - determine a reasonable price.
 - refuse to enforce the agreement.
- _____ 70. Webb Design Company and Xpert Services, Inc., sign a document that states Webb agrees to design a Web Summarized Page for Xpert and Xpert agrees to pay Webb for this service. Webb and Xpert have made
- a quasi contract.
 - an implied-in-fact contract.
 - an express contract.
 - an implied-in-law contract.
- _____ 71. Outstate Properties, Inc. (OPI), agrees to sell certain acreage to Pia. OPI repudiates the deal. Pia sues OPI and recovers damages. Pia can now obtain
- damages representing restitution.
 - nothing more.
 - an amount in quasi contract.
 - specific performance of the deal.
- _____ 72. Vern's Roofing Company and Weatherall Tiles, Inc., sign a written contract for a sale of goods. To be enforceable, this written contract must include
- a date, such as "September 9, 2009" or "09/09/09."
 - the parties' cell phone numbers or e-mail addresses.
 - a quantity term, such as "50 pallets" or "100 cartloads."
 - a correct title, such as "Purchase Order" or "Sales Invoice."
- _____ 73. George and Halle disagree as to the exact amount one owes the other. They form a new agreement that, on fulfillment, will discharge the prior obligation. This is
- an accord and satisfaction.
 - a covenant not to sue.
 - a release.
 - promissory estoppel.
- _____ 74. Kai files a suit against Lana based on one of Lana's statements that Kai alleges is fraudulent. To give rise to fraud, the statement must be one of
- delusion.
 - fact.
 - illusion.
 - opinion.

- _____ 75. Original, Inc., sells its product under the name "Phido." Quik Corporation begins to market an identical product under the name "Fido." This is
- copyright infringement.
 - patent infringement.
 - trademark infringement.
 - none of the choices.
- _____ 76. Mica, a minor, signs a contract to pay Natural Health Club a monthly fee for twenty-four months to use its facilities. Six months later, after reaching the age of majority, Mica continues to use the club. This act is
- an emancipation.
 - a disaffirmance.
 - a ratification.
 - a restitution.
- _____ 77. The process behind the production of "Fast Pace," a racecar video game, is protected by
- trademark law.
 - patent law.
 - trade secrets law.
 - copyright law.
- _____ 78. Quality Steel Corporation files a suit against Rite Tool Company, claiming that the consideration for their contract is inadequate. The court will most likely *not* examine the adequacy of the consideration if
- something of value passed between the parties.
 - it is obvious that the consideration is adequate.
 - the consideration is worth more than \$100.
 - Rite Tool asserts that there is adequate consideration.
- _____ 79. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal act.
 - taking property from its owner.
 - the use of force or fear.
 - a criminal intent.

Fact Pattern 2-2

Kelly files a suit against Lewis in a state court. The case proceeds to trial, after which the court renders a verdict. The case is appealed to an appellate court.

- _____ 80. Refer to Fact Pattern 2-2. After the state's highest court's review of *Kelly v. Lewis*, a party can appeal the decision to the United States Supreme Court if
- a question of state law remains unresolved.
 - the party is unsatisfied with the result.
 - the state trial and appellate court rulings are different.
 - a federal question is involved.

Fact Pattern 10-5

Odell and Poppy sign a contract for the sale of Odell's Pizza Parlor to Poppy. The parties intend their written contract to be a final statement of most, but not all, of the terms of their agreement—Odell must first buy the building from Quin, after which Odell and Poppy will negotiate a final price.

- _____ 81. Refer to Fact Pattern 10-5. The writing that Odell and Poppy signed is
- a supplementally integrated contract.
 - a completely integrated contract.
 - a conditionally integrated contract.
 - a partially integrated contract.
- _____ 82. Kelly is an appliance salesperson. Kelly commits fraud if, to make a sale, she
- states an opinion concerning something that she knows nothing about.
 - discloses the truth.
 - uses puffery.
 - represents as a fact something that she knows is untrue.
- _____ 83. The police obtain a search warrant and search Dave's apartment. After yelling obscenities at the officers, Dave confesses to a crime and implicates his friends. The Constitution protects against
- obscene speech only.
 - obscene speech, implication of others, and unreasonable searches.
 - implication of others only.
 - unreasonable searches only.
- _____ 84. Emergent Power Corporation regularly expresses opinions on political issues. Under the First Amendment, corporate political speech is given
- total protection.
 - significant protection.
 - little protection.
 - no protection.
- _____ 85. Fiesta Coffee Company agrees to buy an unspecified quantity of coffee beans from Global AgriCorp. Global breaches the contract. Fiesta can most likely
- enforce the agreement to the extent of Global's output of coffee beans.
 - enforce the agreement to the extent of a reasonable quantity.
 - not enforce the agreement.
 - enforce the agreement to the extent of Fiesta's requirements.
- _____ 86. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- neither the computer time nor the use of the phones.
 - the use of the phones only.
 - the computer time only.
 - the computer time or the use of the phones.

- _____ 87. Gary is standing on a defective stool when it collapses, causing Gary to fall and suffer an injury. Gary files a suit against Interstate Stools, Inc., the manufacturer. A significant application of the doctrine of strict liability is in the area of
- a. ethics.
 - b. constitutional law.
 - c. product liability.
 - d. negligence.
- _____ 88. The River City Council, the Santa Clara County Board, the Texas state legislature, and the U.S. Congress enact laws. These laws constitute
- a. *stare decisis*.
 - b. statutory law.
 - c. case law.
 - d. administrative law.
- _____ 89. Fiona invents a new deep-sea fishing net, which she names "Great Catch." She also writes the operating manual to be included with each net. Fiona could obtain copyright protection for
- a. the name only.
 - b. the manual, the net, and the name.
 - c. the net only.
 - d. the manual only.

Fact Pattern 10-1

Gert contracts to sell two tracts of land to Hank. Both parties believe that the two tracts are adjacent, but in fact they are not. Gert is still willing to sell the land, but under these circumstances the deal would adversely affect Hank.

- _____ 90. Refer to Fact Pattern 10-1. The parties' belief about the adjacency of the property is
- a. undue influence.
 - b. fraud.
 - c. a unilateral mistake.
 - d. a bilateral mistake.
- _____ 91. Household Furnishings, Inc., distributes its merchandise on an interstate basis. Under the commerce clause, Congress has the power to regulate
- a. only activities that are not in commerce.
 - b. only activities that are in *intrastate* commerce.
 - c. any commercial activity in the United States that substantially affects interstate commerce.
 - d. only activities that are in local commerce.
- _____ 92. In making business decisions, Brian, personnel manager for Conservative Investments, Inc., applies his belief that all persons have fundamental rights. This is
- a. a religious rule.
 - b. the categorical imperative.
 - c. utilitarianism.
 - d. the principle of rights.

- _____ 93. In a suit against Kathy, Lon obtains specific performance. This is
- not a remedy.
 - an equitable remedy and a remedy at law.
 - an equitable remedy only.
 - a remedy at law only.
- _____ 94. Cody and Debora enter into an oral contract under which Cody agrees to work on Debora's ranch for not less than ten days. This contract is enforceable by
- neither party.
 - Cody only.
 - Debora only.
 - either party.
- _____ 95. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- a mixture of an express contract and an implied-in-fact contract.
 - an implied-in-law contract.
 - not a contract.
 - an express contract only.
- _____ 96. Giles and Hubie enter into a sales contract. With respect to the specific contractual provisions set out in the UCC, Giles and Hubie may
- agree to whatever terms they wish.
 - agree to different terms unless they "get caught."
 - agree to different terms only to a reasonable extent.
 - not agree to different terms.
- _____ 97. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- a forklift for Forest, if Eastside's insurance covers the loss.
 - nothing for Forest, because that would extend the time of the offer.
 - nothing for Forest, because the theft terminated the offer.
 - a forklift for Forest, if it wants one.
- _____ 98. Lynn files a suit against Karl. Karl denies Lynn's charges and sets forth his own claim that Lynn breached their contract and owes Karl funds for the breach. This is
- an irrelevant response.
 - an affirmative defense.
 - a crossclaim.
 - a counterclaim.
- _____ 99. Trendee Clothiers, Inc., sells t-shirts to U-Pik-It Stores, Inc., under an existing contract. When textile costs increase, U-Pik-It agrees to a price increase, but later wants to cancel the contract. U-Pik-It may
- cancel the contract only on reasonable notice.
 - not cancel the contract.
 - cancel the contract only after accepting a final shipment.
 - cancel the contract immediately.

- _____ 100. Rally offers to sell Sophie, who is seventeen years of age, a car about which Rally intentionally misrepresents several material facts. In reliance on the misrepresentations, Sophie buys the car. To prove fraud in this transaction, Sophie would have to show that
- a. Sophie is under twenty-one years of age.
 - b. Sophie does not know anything about cars.
 - c. Rally intentionally deceived Sophie.
 - d. Rally made statements that were obviously exaggerated.
- _____ 101. Steele Tool Company's decision makers view a particular risk in the use of Steele's product as open and obvious. Continuing to market the product without telling consumers of the risk could be justified from a perspective of
- a. Kantian ethics.
 - b. rights-based ethics.
 - c. duty-based ethics.
 - d. utilitarian ethics.
- _____ 102. Grade-A Construction Corporation offers to buy from Harden Cement Company a certain quantity of cement for a certain price. Harden can accept the offer by
- a. promising to ship or promptly shipping the cement.
 - b. promptly shipping the cement only.
 - c. promising to ship the cement only.
 - d. doing nothing.
- _____ 103. Transnational Corporation and United Shipping, Inc., agree to a contract that includes an arbitration clause. If a dispute arises, a court having jurisdiction may
- a. order an arbitrator to rule in a particular way.
 - b. order a party to submit to arbitration.
 - c. monitor any arbitration until it concludes.
 - d. order a party to bring the dispute to court.
- _____ 104. Ultimate Corporation uses, in its radio ads, a recording by Vicky, who owns the rights, without paying for the use. Over time, the song comes to be associated with Ultimate's products. Vicky sues Ultimate. Ultimate is most likely liable to Vicky for
- a. conversion.
 - b. wrongful interference with a customary relationship.
 - c. appropriation.
 - d. none of the choices.
- _____ 105. In Case 14.3, *Jones v. Star Credit Corp.*, the factor that was *not* considered by the court when it declared a contract for the purchase of a freezer unconscionable is that
- a. the price the plaintiffs were charged was more than four times the freezer's retail value.
 - b. the freezer was not merchantable.
 - c. the seller knew of the buyers' limited resources.
 - d. the credit charges alone exceeded the freezer's retail value.
- _____ 106. Recreation Supplies, Inc. (RSI), and Sam, the owner of Tourist Time Shop, orally agree to a sale of beach balls and seashells for \$1,000. Sam gives RSI a check for \$400 as a partial payment. This contract is
- a. fully enforceable because it is for specially made goods.
 - b. enforceable to the extent of \$400.
 - c. not enforceable.
 - d. fully enforceable because it is oral.

- ____ 107. Jiffy Software, Inc., a U.S. manufacturer, files a suit against Kawa, Ltd., a Japanese software maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Jiffy is entitled to receive
- worse treatment than Kawa.
 - the same treatment as Kawa.
 - nothing.
 - better treatment than Kawa.
- ____ 108. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- enforceable because it is an illusory promise.
 - enforceable because it is supported by past consideration.
 - enforceable because it is a new contract.
 - unenforceable.
- ____ 109. The U.S. Congress enacts a new federal statute that sets different standards for the liability of businesses selling defective products. This statute applies
- to all of the states.
 - only to matters not covered by state law.
 - only to those states that adopt the statute.
 - to none of the states.
- ____ 110. Lora files a suit in Michigan against Ned over the ownership of a boat docked in a Michigan harbor. Lora and Ned are residents of Ohio. Ned could ask for a change of venue on the ground that Ohio
- is a more convenient location to hold the trial.
 - has jurisdiction.
 - has sufficient minimum contacts with the parties.
 - has a sufficient stake in the matter.
- ____ 111. Molly files a suit against Nick. They meet, and each party's attorney argues the party's case before a judge and jury. The jury renders an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- early neutral case evaluation.
 - court-ordered arbitration.
 - a summary jury trial.
 - a mini-trial.
- ____ 112. Bob contracts to work for Central Construction Corporation (CCC) during July for \$4,500. On June 30, CCC cancels the contract. Bob declines a similar job with Design Builders, Inc., which would have paid \$4,000. Bob files a suit against CCC. As compensatory damages, Bob can recover
- \$4,500.
 - \$4,000.
 - nothing.
 - \$500.
- ____ 113. Potable Beverage Company appeals a decision against it, in favor of Quench Thirst Corporation, from a lower court to a higher court. Potable is
- the plaintiff.
 - the defendant.
 - the appellant.
 - the appellee.

- _____ 114. The Federal Trade Commission (FTC) is a government agency that issues rules, orders, and decisions. The Georgia state legislature enacts statutes. The Jackson County Board and the Peach City Council enacts ordinances. Administrative law includes
- a. all law that affects a business's operation.
 - b. decisions, orders, and rules of the FTC.
 - c. statutes enacted by the state legislature.
 - d. ordinances enacted by county board and the city council.

Fact Pattern 8-2

Brad defends against a breach-of-contract suit by College Credit Corporation by claiming that their deal—a student loan accruing interest at a certain rate and payable beginning on a certain date—was unfair because the consideration for their contract was inadequate.

- _____ 115. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- a. bargained-for exchange or mutual assent.
 - b. accord in Brad's satisfaction with the value of the deal.
 - c. flexibility on the part of College Credit to accommodate Brad's needs.
 - d. "heft," "substance," or "weight" in the terms of the contract.
- _____ 116. EZ Products Company breaches its contract with For-Less Stores, Inc. For-Less files a suit to recover compensatory damages, which are normally assessed to
- a. establish, in the absence of a loss, that a party acted wrongfully.
 - b. compensate a nonbreaching party for the loss of a bargain.
 - c. penalize a breaching party.
 - d. pay for harm caused by special circumstances beyond a contract.
- _____ 117. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- a. placing a notice in the "Legal Announcements" section of the paper.
 - b. sending a notice to the news department of the local stations.
 - c. running a full-page ad in the paper and a thirty-second commercial on the local station.
 - d. any of the choices.
- _____ 118. Metro City Center is an area of tourist attractions in Metro City. The Center's director, under the city's authority, issues a rule to require street performers to obtain permits. The Center cites Nobby, a magician, for performing without a permit. Under the principles discussed in "A Sample Court Case," *Berger v. City of Seattle*, the Center most likely acted
- a. in violation of Nobby's rights under the First Amendment.
 - b. reasonably in the circumstances and under the law.
 - c. reasonably in issuing the rule but not in citing Nobby.
 - d. reasonably in citing Nobby but not in issuing the rule.

Fact Pattern 2-1

Mack and Nancy engage in a business transaction from which a dispute arises. Mack initiates a lawsuit against Nancy by filing a complaint.

- ____ 119. Refer to Fact Pattern 2-1. If Nancy files a motion to dismiss, she may be asserting that
- Mack's statement of the *law* is not true.
 - Nancy suffered greater harm than Mack.
 - Mack's statement of the *facts* is not true.
 - Mack did not state a claim for which relief can be granted.
- ____ 120. Joy induces Kelly to enter into a contract for the purchase of a condominium about which Joy knowingly misrepresents a number of material features. When Kelly discovers the truth, Kelly can
- seek damages but not enforce the contract.
 - enforce the contract and seek damages.
 - neither enforce the contract nor seek damages.
 - enforce the contract but not seek damages.
- ____ 121. Recreational Pools, Inc., agrees to build a swimming pool for Sandy, but fails to build it according to the contract specifications. Sandy hires Total Fix-It Company to finish the project. Sandy may recover from Recreational Pools
- profits plus the costs incurred up to the time of the breach.
 - the costs needed to complete construction.
 - the contract price less costs of materials and labor.
 - the contract price.
- ____ 122. Dale files a suit against Eve, alleging that she used fraud to induce him to enter into a contract with her. Proof of an injury is required
- to rescind the contract.
 - under no circumstances.
 - to undo Eve's influence.
 - to recover damages.
- ____ 123. Don contracts to tutor Ellen in the principles of business law. For the breach of a contractual promise, contract law entitles innocent parties to
- some forms of relief.
 - any relief that a defendant wants to concede.
 - any relief that a plaintiff wants to seek.
 - any relief that a court wants to provide.
- ____ 124. Roy contracts to sell his Double-R Ranch to Sam on May 1. On April 20, Roy tells Sam that he will not go through with the deal. Sam files a suit against Roy. Sam can recover
- the cost of a similar, nearby ranch.
 - the Double-R Ranch.
 - the cost of any ranch that would suit him.
 - nothing.

- ____ 125. Pablo contracts to buy a Quotient-brand computer set-up from Regal Systems for \$5,000, but Regal fails to deliver. Pablo buys the computer elsewhere for \$6,500. Pablo's measure of damages is
- \$0.
 - \$1,500 plus incidental damages.
 - \$1,500 only.
 - incidental damages only.
- ____ 126. Ollie, a clerk at PC Computer Store, takes a computer from the store without PC's permission. Ollie is liable for conversion
- if he fails to prevent a theft of the computer from his possession.
 - if he does not have a good reason for taking the computer.
 - under any circumstances.
 - if he damages the computer.
- ____ 127. Equity Corporation provides other firms with funds to expand operations. Questions of what is ethical involve the extent to which Equity has
- any duty beyond those mandated by both ethics and the law.
 - any duty when it is uncertain whether a legal duty exists.
 - a legal duty beyond those duties mandated by ethics.
 - an ethical duty beyond those duties mandated by law.
- ____ 128. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Nick must have pressured Mary into committing the crime.
 - Mary must not have been predisposed to commit the crime.
 - Nick must have suggested that the crime be committed.
 - all of the choices.
- ____ 129. Masterwork, Inc., files a suit against National Employment Company (NEC) to recover in quasi contract. Masterwork must show in part that
- Masterwork did not voluntarily confer a benefit on NEC.
 - NEC is in a better financial position than Masterwork.
 - NEC expressly promised to pay Masterwork.
 - Masterwork and NEC have an enforceable contract.
- ____ 130. Applied Services, Inc., contracts with Bankers Corporation, which breaches their contract. Applied has several remedies available. Under the common law, Applied must
- permit Bankers to choose a remedy.
 - elect which remedy to pursue.
 - allow the remedies to cumulate.
 - accept a double recovery.

Bus 241 - Fall 2010 - Final Exam Answer Section

TRUE/FALSE

1. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 4 OBJ: TYPE: N LOC: AICPA Legal
2. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 273 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 204 OBJ: TYPE: N LOC: AICPA Legal
4. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 130 OBJ: TYPE: + LOC: AICPA Legal
5. ANS: F PTS: 1 NAT: AACSB Ethics	REF: 64 OBJ: TYPE: N LOC: AICPA Critical Thinking
6. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 24 OBJ: TYPE: N LOC: AICPA Research
8. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 89 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 125 OBJ: TYPE: N LOC: AICPA Legal
10. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 178 OBJ: TYPE: N LOC: AICPA Legal
11. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 273 OBJ: TYPE: = LOC: AICPA Legal
12. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 93 OBJ: TYPE: N LOC: AICPA Legal
13. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 108 OBJ: TYPE: = LOC: AICPA Legal
14. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 36 OBJ: TYPE: = LOC: AICPA Legal
15. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 278 OBJ: TYPE: = LOC: AICPA Legal
16. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 158 OBJ: TYPE: N LOC: AICPA Legal
17. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: + LOC: AICPA Legal
18. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 52 OBJ: TYPE: N LOC: AICPA Critical Thinking
19. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 83 OBJ: TYPE: + LOC: AICPA Legal
20. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 187 OBJ: TYPE: = LOC: AICPA Legal
21. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 206 OBJ: TYPE: N LOC: AICPA Legal

22.	ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
23.	ANS: T	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: T	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
25.	ANS: T	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
26.	ANS: F	PTS: 1	REF: 186	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
27.	ANS: F	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
28.	ANS: T	PTS: 1	REF: 245	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
29.	ANS: F	PTS: 1	REF: 214	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
30.	ANS: T	PTS: 1	REF: 62	OBJ: TYPE: N
	NAT: AACSB Ethics		LOC: AICPA Risk Analysis	
31.	ANS: T	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Ethics		LOC: AICPA Critical Thinking	
32.	ANS: T	PTS: 1	REF: 242	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 242	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
34.	ANS: T	PTS: 1	REF: 275	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
35.	ANS: T	PTS: 1	REF: 243	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
36.	ANS: T	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
37.	ANS: T	PTS: 1	REF: 35	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
38.	ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: F	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
40.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
41.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 246	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: T	PTS: 1	REF: 83	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
44.	ANS: F	PTS: 1	REF: 189	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
45.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

46.	ANS: F	PTS: 1	REF: 157	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
47.	ANS: T	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
48.	ANS: F	PTS: 1	REF: 245	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
49.	ANS: T	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
50.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
51.	ANS: F	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
52.	ANS: F	PTS: 1	REF: 104	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
53.	ANS: F	PTS: 1	REF: 281	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
54.	ANS: F	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
55.	ANS: F	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
56.	ANS: T	PTS: 1	REF: 281	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
57.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
58.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
59.	ANS: F	PTS: 1	REF: 275	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
60.	ANS: F	PTS: 1	REF: 273	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
61.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
62.	ANS: T	PTS: 1	REF: 115	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	

MULTIPLE CHOICE

63.	ANS: A	PTS: 1	REF: 195	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
64.	ANS: A	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
65.	ANS: D	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
66.	ANS: C	PTS: 1	REF: 244	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
67.	ANS: D	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

68.	ANS: B	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: C	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: C	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: C	PTS: 1	REF: 213	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: A	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: B	PTS: 1	REF: 87	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: C	PTS: 1	REF: 104	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: C	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: C	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: C	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: D	PTS: 1	REF: 48	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: D	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: D	PTS: 1	REF: 87	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: D	PTS: 1	REF: 12	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: B	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
85.	ANS: C	PTS: 1	REF: 277	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: D	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: C	PTS: 1	REF: 94	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
88.	ANS: B	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
89.	ANS: D	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: D	PTS: 1	REF: 204	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
91.	ANS: C	PTS: 1	REF: 10	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	

92.	ANS: D	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
93.	ANS: C	PTS: 1	REF: 9	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: D	PTS: 1	REF: 209	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: A	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: A	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: C	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: D	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: B	PTS: 1	REF: 280	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: C	PTS: 1	REF: 207	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: D	PTS: 1	REF: 65	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Risk Analysis	
102.	ANS: A	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: B	PTS: 1	REF: 51	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: C	PTS: 1	REF: 86	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: B	PTS: 1	REF: 284	OBJ: TYPE: N
	NAT: AACSB Communication		LOC: AICPA Legal	
106.	ANS: B	PTS: 1	REF: 283	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: B	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: A	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: A	PTS: 1	REF: 38	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
111.	ANS: C	PTS: 1	REF: 52	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: D	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: C	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
114.	ANS: B	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
115.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

116.	ANS: B	PTS: 1	REF: 242	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: C	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
118.	ANS: B	PTS: 1	REF: 31	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Research	
119.	ANS: D	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
120.	ANS: B	PTS: 1	REF: 205	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
121.	ANS: B	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
122.	ANS: D	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
123.	ANS: A	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
124.	ANS: B	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
125.	ANS: B	PTS: 1	REF: 243	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
126.	ANS: C	PTS: 1	REF: 89	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
127.	ANS: D	PTS: 1	REF: 67	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
128.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
129.	ANS: A	PTS: 1	REF: 248	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
130.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

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|------------------|------------------|------------------|------------------|------------------|
| | <u> T </u> 18. | <u> F </u> 38. | <u> F </u> 60. | <u> B </u> 68. |
| | <u> T </u> 19. | <u> F </u> 39. | <u> F </u> 61. | |
| | <u> F </u> 20. | <u> F </u> 40. | <u> T </u> 62. | |
| <u> F </u> 1. | | <u> F </u> 41. | | <u> C </u> 69. |
| <u> F </u> 2. | <u> F </u> 21. | <u> F </u> 42. | <u> A </u> 63. | |
| <u> T </u> 3. | <u> F </u> 22. | <u> T </u> 43. | | |
| <u> T </u> 4. | <u> T </u> 23. | <u> F </u> 44. | | <u> C </u> 70. |
| <u> F </u> 5. | <u> T </u> 24. | <u> F </u> 45. | <u> A </u> 64. | |
| <u> F </u> 6. | <u> F </u> 25. | <u> F </u> 46. | | |
| <u> F </u> 7. | <u> F </u> 26. | <u> T </u> 47. | | <u> B </u> 71. |
| <u> T </u> 8. | <u> F </u> 27. | <u> F </u> 48. | <u> D </u> 65. | |
| <u> F </u> 9. | <u> T </u> 28. | <u> T </u> 49. | | |
| <u> F </u> 10. | <u> F </u> 29. | <u> F </u> 50. | | <u> C </u> 72. |
| <u> T </u> 11. | <u> T </u> 30. | <u> F </u> 51. | <u> C </u> 66. | |
| <u> T </u> 12. | <u> T </u> 31. | <u> F </u> 52. | | |
| <u> F </u> 13. | <u> T </u> 32. | <u> F </u> 53. | | <u> A </u> 73. |
| <u> F </u> 14. | <u> F </u> 33. | <u> F </u> 54. | <u> D </u> 67. | |
| <u> F </u> 15. | <u> F </u> 34. | <u> F </u> 55. | | |
| <u> F </u> 16. | <u> T </u> 35. | <u> T </u> 56. | | <u> B </u> 74. |
| <u> T </u> 17. | <u> T </u> 36. | <u> F </u> 57. | | |
| | <u> T </u> 37. | <u> T </u> 58. | | |
| | | <u> F </u> 59. | | |

C 75.

 C 87.

 C 93.

 C 100.

 C 76.

 D 81.

 D 94.

 B 88.

 D 101.

 C 77.

 D 82.

 A 95.

 D 89.

 A 102.

 A 78.

 D 83.

 A 96.

 B 103.

 B 84.

 C 79.

 D 90.

 C 97.

 C 104.

 C 85.

 C 91.

 D 98.

 D 80.

 D 86.

 B 105.

 D 92.

 B 99.

 B 106.

B 107.

 B 114.

 B 125.

 D 119.

 D 108.

 C 126.

 B 120.

 A 109.

 A 115.

 D 127.

 B 121.

 A 110.

 B 116.

 D 128.

 D 122.

 C 111.

 C 117.

 A 129.

 A 123.

 D 112.

 B 118.

 B 130.

 B 124.

 C 113.

Bus 241 - Fall 2010 - Final Exam

You have 130 minutes to complete this examination. This is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are FIFTEEN (15) pages and 130 questions to this exam -- 62 True False, and 68 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

USE A FOR TRUE AND B FOR FALSE IN THE TRUE/FALSE SECTION.

PLEASE BE SURE TO TURN IN THE EXAM WITH YOUR NAME ON THE FIRST PAGE OF THE EXAM YOU WERE GIVEN. IF YOU FAIL TO PUT YOUR NAME ON A COPY OF THE EXAM, YOU MAY BE GIVEN A -0- FOR THE EXAM.

ANSWERS SHOULD BE ENTERED ON THE MACHINE READABLE FORM. PLEASE BE SURE TO USE PENCIL SO THAT YOUR ANSWERS CAN BE READ BY THE GRADING MACHINE. PLEASE BE SURE TO ALSO INCLUDE YOUR STUDENT ID NUMBER ON THE ANSWER SHEET.

You should try and provide answers for all questions, as there is no penalty for a wrong answer, and it counts the same as an omitted question. A correct answer for the True/False section is worth 1 point, while a correct answer for a multiple choice question is worth 2 points. In the multiple choice section there are often two answers which may appear to potentially be correct. You must choose the response which answers the question the best.

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B. Failure to provide this information on your answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

Any lack of clarity with regard to your answer choice may result in you not being awarded points for your answer. Good Luck.

True/False

Indicate whether the statement is true or false.

- _____ 1. The doctrine of *res ipsa loquitur* applies if an event causing harm does not normally occur in the absence of negligence.
- _____ 2. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- _____ 3. On a tenant's abandonment of leased premises, the landlord's measure of damages is the amount of the unpaid rent with no adjustments.
- _____ 4. The maximum rate of interest is the same in every state.
- _____ 5. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- _____ 6. Food is the only thing that courts have been willing to define as "necessary."
- _____ 7. A minor who affirmatively misrepresents himself or herself to be an adult will not be able to disaffirm a contract in most states.
- _____ 8. The four broad types of damages in contract law are compensatory, consequential, punitive, and actual damages.
- _____ 9. A patent applicant must demonstrate that the invention, discovery, or design is commercially practicable to receive a patent.
- _____ 10. An oral contract for specially manufactured goods is *not* enforceable under the UCC.
- _____ 11. A reference to "28 U.S.C. Section 1332" means that a federal court's decision can be found on page 28 of Section 1332 of the *United States Cases*.
- _____ 12. An oral contract may be enforceable under the UCC.
- _____ 13. Every state has adopted the Uniform Commercial Code in its entirety.
- _____ 14. A person's actions may cause a breach of contract or a tort, but never both.
- _____ 15. If a price quotation contains a mistake in the adding of a number of figures, the contract may not be enforceable.
- _____ 16. An offeror is a person who makes an offer.
- _____ 17. Parties with contractual capacity may form an enforceable contract.

Name: _____

ID: B

- ___ 18. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 19. A promise made with respect to a past event is enforceable because the event is certain—it has already occurred.
- ___ 20. A state court can exercise jurisdiction over all of the property located within the boundaries of the state.
- ___ 21. Nominal damages usually involve very small amounts.
- ___ 22. A contract cannot be void if its purpose is legal.
- ___ 23. An answer can admit to the allegations made in a complaint.
- ___ 24. Slander involves the oral communication of defamatory language.
- ___ 25. Remedies that an innocent party can seek on the breach of a contract include rescission.
- ___ 26. Duty-based ethics may be based on religious precepts or philosophical reasoning.
- ___ 27. Embezzlement can be committed only by physically taking property from the possession of another.
- ___ 28. A contract for the sale of stock is subject to Article 2.
- ___ 29. UCC Article 2A applies only to consumer leases.
- ___ 30. A criminal suspect does *not* have a right to remain silent.
- ___ 31. A formula for a chemical compound can be a trade secret.
- ___ 32. Under the UCC, an offer to buy goods can be accepted only by a prompt shipment of the goods.
- ___ 33. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- ___ 34. A *lessor* is one who sells the right to the possession and use of goods under a lease.
- ___ 35. Oral evidence of the modification of a contract after its making can be introduced at a trial.
- ___ 36. A bribe need *not* consist of money to be a crime.
- ___ 37. Whether a law is constitutional depends on its source.
- ___ 38. A liquidated damages clause is enforceable when damages are going to be difficult to determine.
- ___ 39. On the breach of a contract for a sale of land, the usual remedy is specific performance.
- ___ 40. In early neutral case evaluation, a third party's evaluation of each party's strengths and weaknesses forms the basis for negotiating a settlement.

Name: _____

ID: B

- ___ 41. A contract entered into under undue influence is unavoidable.
- ___ 42. For purposes of diversity of citizenship, a corporation is a citizen only of the state in which it is incorporated.
- ___ 43. A person who enters into a contract when he or she is intoxicated can void the contract if the terms are obviously favorable to the other party.
- ___ 44. Oral evidence of otherwise clear terms in a contract can be introduced at a trial to contradict those terms.
- ___ 45. Defamation involves wrongfully hurting a person's good reputation.
- ___ 46. Misrepresentation of a material fact cannot occur through words alone.
- ___ 47. On an employer's breach of an employment contract, the measure of the employee's damages is his or her salary with no adjustments.
- ___ 48. Ethical reasoning is the process through which an individual rationalizes whatever action he or she chooses to take.
- ___ 49. Uniform laws apply in all states, including those in which the laws have not been adopted.
- ___ 50. The duty owed under the mitigation of damages doctrine depends on the situation.
- ___ 51. Publishing false information about another's product is trade libel.
- ___ 52. An executory contract is one that has been fully performed.
- ___ 53. To rescind a contract, the party that received a benefit in exchange for his or her promise to perform is required to return the benefit.
- ___ 54. Constitutional law includes only the U.S. Constitution.
- ___ 55. An accord and satisfaction requires that the amount of a debt must not be in dispute.
- ___ 56. Liquidated damage clauses typically require a party who breaches a contract to pay a certain amount to the nonbreaching party.
- ___ 57. Specific performance is the remedy customarily used when there is no actual contract or agreement between two parties.
- ___ 58. Under the UCC, a sale occurs when title passes from a seller to a buyer for a price.
- ___ 59. How a business owner or manager behaves may indicate to employees and others that unethical behavior will be tolerated.
- ___ 60. An oral contract is an implied-in-fact contract.

- ____ 61. The theft of trade secrets is not a crime unless a contract is breached.
- ____ 62. The UCC does *not* impose different standards on merchants than it imposes on consumers.

Multiple Choice

Identify the choice that best completes the statement or answers the question.

- ____ 63. Vern's Roofing Company and Weatherall Tiles, Inc., sign a written contract for a sale of goods. To be enforceable, this written contract must include
- a date, such "September 9, 2009" or "09/09/09."
 - a quantity term, such as "50 pallets" or "100 cartloads."
 - a correct title, such as "Purchase Order" or "Sales Invoice."
 - the parties' cell phone numbers or e-mail addresses.
- ____ 64. Don contracts to tutor Ellen in the principles of business law. For the breach of a contractual promise, contract law entitles innocent parties to
- any relief that a defendant wants to concede.
 - some forms of relief.
 - any relief that a court wants to provide.
 - any relief that a plaintiff wants to seek.
- ____ 65. Rally offers to sell Sophie, who is seventeen years of age, a car about which Rally intentionally misrepresents several material facts. In reliance on the misrepresentations, Sophie buys the car. To prove fraud in this transaction, Sophie would have to show that
- Sophie does not know anything about cars.
 - Rally made statements that were obviously exaggerated.
 - Sophie is under twenty-one years of age.
 - Rally intentionally deceived Sophie.
- ____ 66. Emergent Power Corporation regularly expresses opinions on political issues. Under the First Amendment, corporate political speech is given
- significant protection.
 - little protection.
 - total protection.
 - no protection.
- ____ 67. Molly files a suit against Nick. They meet, and each party's attorney argues the party's case before a judge and jury. The jury renders an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a summary jury trial.
 - early neutral case evaluation.
 - court-ordered arbitration.
 - a mini-trial.
- ____ 68. Lily wrongfully terminates her employee Mai. Nate offers a similar job to Mai, who refuses to accept and files a suit against Lily. The damages that Mai receives will most likely be equal to
- Mai's salary without more.
 - Mai's salary *less* the income Mai would have received from Nate.
 - nothing.
 - Mai's salary *plus* the income Mai would have received from Nate.

- _____ 69. *Metro Daily* and New City Newsstand enter into a contract under which *Metro* agrees to deliver a certain quantity of newspapers to New City each day. The contract does not include a price term. In a suit between the parties over the price, a court will
- refuse to enforce the agreement.
 - impose the lowest market price.
 - determine a reasonable price.
 - return the parties to the positions they held before the contract.
- _____ 70. Ollie, a clerk at PC Computer Store, takes a computer from the store without PC's permission. Ollie is liable for conversion
- if he does not have a good reason for taking the computer.
 - if he damages the computer.
 - under any circumstances.
 - if he fails to prevent a theft of the computer from his possession.
- _____ 71. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Nick must have suggested that the crime be committed.
 - Nick must have pressured Mary into committing the crime.
 - Mary must not have been predisposed to commit the crime.
 - all of the choices.
- _____ 72. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- a forklift for Forest, if it wants one.
 - nothing for Forest, because the theft terminated the offer.
 - nothing for Forest, because that would extend the time of the offer.
 - a forklift for Forest, if Eastside's insurance covers the loss.
- _____ 73. Print Quik, Inc., seeks punitive damages in a suit against Reddy Supply Company. Generally, punitive damages may be recovered when a contract has been breached
- in almost all cases.
 - under no circumstances.
 - only if the breach is directly related to the commission of a tort.
 - only if the contract involves a sale of goods or a sale of land.
- _____ 74. In a suit against Kathy, Lon obtains specific performance. This is
- a remedy at law only.
 - an equitable remedy only.
 - not a remedy.
 - an equitable remedy and a remedy at law.
- _____ 75. Quality Steel Corporation files a suit against Rite Tool Company, claiming that the consideration for their contract is inadequate. The court will most likely *not* examine the adequacy of the consideration if
- the consideration is worth more than \$100.
 - something of value passed between the parties.
 - Rite Tool asserts that there is adequate consideration.
 - it is obvious that the consideration is adequate.

- _____ 76. Cody and Debora enter into an oral contract under which Cody agrees to work on Debora's ranch for not less than ten days. This contract is enforceable by
- neither party.
 - Cody only.
 - Debora only.
 - either party.
- _____ 77. Bob contracts to work for Central Construction Corporation (CCC) during July for \$4,500. On June 30, CCC cancels the contract. Bob declines a similar job with Design Builders, Inc., which would have paid \$4,000. Bob files a suit against CCC. As compensatory damages, Bob can recover
- \$4,000.
 - \$500.
 - nothing.
 - \$4,500.
- _____ 78. Household Furnishings, Inc., distributes its merchandise on an interstate basis. Under the commerce clause, Congress has the power to regulate
- only activities that are in *intrastate* commerce.
 - only activities that are in local commerce.
 - only activities that are not in commerce.
 - any commercial activity in the United States that substantially affects interstate commerce.
- _____ 79. Applied Services, Inc., contracts with Bankers Corporation, which breaches their contract. Applied has several remedies available. Under the common law, Applied must
- elect which remedy to pursue.
 - allow the remedies to cumulate.
 - permit Bankers to choose a remedy.
 - accept a double recovery.
- _____ 80. The Montana Supreme Court decides the case of *National Co. v. Overseas Corp.* Of nine justices, eight believe the judgment should be in National's favor. Justice Pine disagrees and writes a separate opinion. This opinion is
- a dissenting opinion.
 - a concurring opinion.
 - a unanimous opinion.
 - a minority opinion.
- _____ 81. Fiesta Coffee Company agrees to buy an unspecified quantity of coffee beans from Global AgriCorp. Global breaches the contract. Fiesta can most likely
- not enforce the agreement.
 - enforce the agreement to the extent of Global's output of coffee beans.
 - enforce the agreement to the extent of Fiesta's requirements.
 - enforce the agreement to the extent of a reasonable quantity.
- _____ 82. Fiona invents a new deep-sea fishing net, which she names "Great Catch." She also writes the operating manual to be included with each net. Fiona could obtain copyright protection for
- the manual, the net, and the name.
 - the net only.
 - the manual only.
 - the name only.

- _____ 83. A contract between Lou and Mike requires a transfer of stolen body building equipment for counterfeit currency that Mike will attempt to spend at Now! Discount Mart. This contract is
- voidable at the option of Now!
 - enforceable.
 - voidable at the option of Lou or Mike.
 - void.
- _____ 84. Outstate Properties, Inc. (OPI), agrees to sell certain acreage to Pia. OPI repudiates the deal. Pia sues OPI and recovers damages. Pia can now obtain
- an amount in quasi contract.
 - nothing more.
 - damages representing restitution.
 - specific performance of the deal.

Fact Pattern 2-2

Kelly files a suit against Lewis in a state court. The case proceeds to trial, after which the court renders a verdict. The case is appealed to an appellate court.

- _____ 85. Refer to Fact Pattern 2-2. After the state's highest court's review of *Kelly v. Lewis*, a party can appeal the decision to the United States Supreme Court if
- the state trial and appellate court rulings are different.
 - a federal question is involved.
 - a question of state law remains unresolved.
 - the party is unsatisfied with the result.
- _____ 86. Equity Corporation provides other firms with funds to expand operations. Questions of what is ethical involve the extent to which Equity has
- a legal duty beyond those duties mandated by ethics.
 - an ethical duty beyond those duties mandated by law.
 - any duty when it is uncertain whether a legal duty exists.
 - any duty beyond those mandated by both ethics and the law.
- _____ 87. Kelly is an appliance salesperson. Kelly commits fraud if, to make a sale, she
- represents as a fact something that she knows is untrue.
 - discloses the truth.
 - states an opinion concerning something that she knows nothing about.
 - uses puffery.
- _____ 88. Grade-A Construction Corporation offers to buy from Harden Cement Company a certain quantity of cement for a certain price. Harden can accept the offer by
- doing nothing.
 - promising to ship or promptly shipping the cement.
 - promptly shipping the cement only.
 - promising to ship the cement only.
- _____ 89. The process behind the production of "Fast Pace," a racecar video game, is protected by
- trade secrets law.
 - trademark law.
 - copyright law.
 - patent law.

- _____ 90. Original, Inc., sells its product under the name "Phido." Quik Corporation begins to market an identical product under the name "Fido." This is
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- _____ 91. EZ Products Company breaches its contract with For-Less Stores, Inc. For-Less files a suit to recover compensatory damages, which are normally assessed to
- penalize a breaching party.
 - establish, in the absence of a loss, that a party acted wrongfully.
 - compensate a nonbreaching party for the loss of a bargain.
 - pay for harm caused by special circumstances beyond a contract.
- _____ 92. Transnational Corporation and United Shipping, Inc., agree to a contract that includes an arbitration clause. If a dispute arises, a court having jurisdiction may
- monitor any arbitration until it concludes.
 - order a party to submit to arbitration.
 - order a party to bring the dispute to court.
 - order an arbitrator to rule in a particular way.
- _____ 93. The U.S. Congress enacts a new federal statute that sets different standards for the liability of businesses selling defective products. This statute applies
- only to matters not covered by state law.
 - to all of the states.
 - to none of the states.
 - only to those states that adopt the statute.
- _____ 94. Giles and Hubie enter into a sales contract. With respect to the specific contractual provisions set out in the UCC, Giles and Hubie may
- agree to different terms only to a reasonable extent.
 - agree to different terms unless they "get caught."
 - not agree to different terms.
 - agree to whatever terms they wish.
- _____ 95. Gary is standing on a defective stool when it collapses, causing Gary to fall and suffer an injury. Gary files a suit against Interstate Stools, Inc., the manufacturer. A significant application of the doctrine of strict liability is in the area of
- ethics.
 - negligence.
 - product liability.
 - constitutional law.
- _____ 96. Ultimate Corporation uses, in its radio ads, a recording by Vicky, who owns the rights, without paying for the use. Over time, the song comes to be associated with Ultimate's products. Vicky sues Ultimate. Ultimate is most likely liable to Vicky for
- wrongful interference with a customary relationship.
 - conversion.
 - appropriation.
 - none of the choices.

Fact Pattern 10-1

Gert contracts to sell two tracts of land to Hank. Both parties believe that the two tracts are adjacent, but in fact they are not. Gert is still willing to sell the land, but under these circumstances the deal would adversely affect Hank.

- _____ 97. Refer to Fact Pattern 10-1. The parties' belief about the adjacency of the property is
- a bilateral mistake.
 - undue influence.
 - a unilateral mistake.
 - fraud.
- _____ 98. Kai files a suit against Lana based on one of Lana's statements that Kai alleges is fraudulent. To give rise to fraud, the statement must be one of
- fact.
 - opinion.
 - delusion.
 - illusion.
- _____ 99. Jiffy Software, Inc., a U.S. manufacturer, files a suit against Kawa, Ltd., a Japanese software maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Jiffy is entitled to receive
- the same treatment as Kawa.
 - better treatment than Kawa.
 - worse treatment than Kawa.
 - nothing.
- _____ 100. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- only if Grace was aware of the error.
 - only if Grace tried to conceal the error.
 - even if Grace was not aware of the error.
 - under no circumstances.
- _____ 101. George and Halle disagree as to the exact amount one owes the other. They form a new agreement that, on fulfillment, will discharge the prior obligation. This is
- promissory estoppel.
 - a covenant not to sue.
 - a release.
 - an accord and satisfaction.
- _____ 102. Webb Design Company and Xpert Services, Inc., sign a document that states Webb agrees to design a Web Summarized Page for Xpert and Xpert agrees to pay Webb for this service. Webb and Xpert have made
- an implied-in-law contract.
 - a quasi contract.
 - an implied-in-fact contract.
 - an express contract.

- _____ 103. Trendee Clothiers, Inc., sells t-shirts to U-Pik-It Stores, Inc., under an existing contract. When textile costs increase, U-Pik-It agrees to a price increase, but later wants to cancel the contract. U-Pik-It may
- cancel the contract only on reasonable notice.
 - not cancel the contract.
 - cancel the contract only after accepting a final shipment.
 - cancel the contract immediately.
- _____ 104. Potable Beverage Company appeals a decision against it, in favor of Quench Thirst Corporation, from a lower court to a higher court. Potable is
- the defendant.
 - the plaintiff.
 - the appellee.
 - the appellant.
- _____ 105. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- sending a notice to the news department of the local stations.
 - placing a notice in the "Legal Announcements" section of the paper.
 - running a full-page ad in the paper and a thirty-second commercial on the local station.
 - any of the choices.
- _____ 106. Pablo contracts to buy a Quotient-brand computer set-up from Regal Systems for \$5,000, but Regal fails to deliver. Pablo buys the computer elsewhere for \$6,500. Pablo's measure of damages is
- \$0.
 - \$1,500 only.
 - incidental damages only.
 - \$1,500 plus incidental damages.
- _____ 107. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- enforceable because it is an illusory promise.
 - unenforceable.
 - enforceable because it is supported by past consideration.
 - enforceable because it is a new contract.
- _____ 108. In Case 14.3, *Jones v. Star Credit Corp.*, the factor that was *not* considered by the court when it declared a contract for the purchase of a freezer unconscionable is that
- the price the plaintiffs were charged was more than four times the freezer's retail value.
 - the credit charges alone exceeded the freezer's retail value.
 - the freezer was not merchantable.
 - the seller knew of the buyers' limited resources.
- _____ 109. Lora files a suit in Michigan against Ned over the ownership of a boat docked in a Michigan harbor. Lora and Ned are residents of Ohio. Ned could ask for a change of venue on the ground that Ohio
- has a sufficient stake in the matter.
 - has sufficient minimum contacts with the parties.
 - has jurisdiction.
 - is a more convenient location to hold the trial.

- _____ 110. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- an implied-in-law contract.
 - not a contract.
 - a mixture of an express contract and an implied-in-fact contract.
 - an express contract only.
- _____ 111. Steele Tool Company's decision makers view a particular risk in the use of Steele's product as open and obvious. Continuing to market the product without telling consumers of the risk could be justified from a perspective of
- Kantian ethics.
 - utilitarian ethics.
 - duty-based ethics.
 - rights-based ethics.
- _____ 112. In making business decisions, Brian, personnel manager for Conservative Investments, Inc., applies his belief that all persons have fundamental rights. This is
- utilitarianism.
 - the principle of rights.
 - the categorical imperative.
 - a religious rule.
- _____ 113. Metro City Center is an area of tourist attractions in Metro City. The Center's director, under the city's authority, issues a rule to require street performers to obtain permits. The Center cites Nobby, a magician, for performing without a permit. Under the principles discussed in "A Sample Court Case," *Berger v. City of Seattle*, the Center most likely acted
- reasonably in issuing the rule but not in citing Nobby.
 - reasonably in citing Nobby but not in issuing the rule.
 - in violation of Nobby's rights under the First Amendment.
 - reasonably in the circumstances and under the law.
- _____ 114. Recreation Supplies, Inc. (RSI), and Sam, the owner of Tourist Time Shop, orally agree to a sale of beach balls and seashells for \$1,000. Sam gives RSI a check for \$400 as a partial payment. This contract is
- enforceable to the extent of \$400.
 - fully enforceable because it is for specially made goods.
 - fully enforceable because it is oral.
 - not enforceable.
- _____ 115. Dribble Beers, Inc., markets alcoholic beverages. A federal regulation bans the disclosure of the alcohol content of the beverages on Dribble's labels and those of other marketers. A court would likely hold this regulation to be
- justified by the need to protect individual rights.
 - constitutional under the First Amendment.
 - necessary to protect national interests.
 - an unconstitutional restriction of speech.

Fact Pattern 8-2

Brad defends against a breach-of-contract suit by College Credit Corporation by claiming that their deal—a student loan accruing interest at a certain rate and payable beginning on a certain date—was unfair because the consideration for their contract was inadequate.

- _____ 116. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- bargained-for exchange or mutual assent.
 - flexibility on the part of College Credit to accommodate Brad's needs.
 - "heft," "substance," or "weight" in the terms of the contract.
 - accord in Brad's satisfaction with the value of the deal.
- _____ 117. Masterwork, Inc., files a suit against National Employment Company (NEC) to recover in quasi contract. Masterwork must show in part that
- NEC expressly promised to pay Masterwork.
 - NEC is in a better financial position than Masterwork.
 - Masterwork did not voluntarily confer a benefit on NEC.
 - Masterwork and NEC have an enforceable contract.

Fact Pattern 2-1

Mack and Nancy engage in a business transaction from which a dispute arises. Mack initiates a lawsuit against Nancy by filing a complaint.

- _____ 118. Refer to Fact Pattern 2-1. If Nancy files a motion to dismiss, she may be asserting that
- Mack's statement of the *facts* is not true.
 - Mack's statement of the *law* is not true.
 - Nancy suffered greater harm than Mack.
 - Mack did not state a claim for which relief can be granted.
- _____ 119. Recreational Pools, Inc., agrees to build a swimming pool for Sandy, but fails to build it according to the contract specifications. Sandy hires Total Fix-It Company to finish the project. Sandy may recover from Recreational Pools
- the contract price less costs of materials and labor.
 - the contract price.
 - the costs needed to complete construction.
 - profits plus the costs incurred up to the time of the breach.
- _____ 120. Roy contracts to sell his Double-R Ranch to Sam on May 1. On April 20, Roy tells Sam that he will not go through with the deal. Sam files a suit against Roy. Sam can recover
- the Double-R Ranch.
 - the cost of any ranch that would suit him.
 - the cost of a similar, nearby ranch.
 - nothing.

- ____ 121. The Federal Trade Commission (FTC) is a government agency that issues rules, orders, and decisions. The Georgia state legislature enacts statutes. The Jackson County Board and the Peach City Council enacts ordinances. Administrative law includes
- decisions, orders, and rules of the FTC.
 - ordinances enacted by county board and the city council.
 - statutes enacted by the state legislature.
 - all law that affects a business's operation.
- ____ 122. Lynn files a suit against Karl. Karl denies Lynn's charges and sets forth his own claim that Lynn breached their contract and owes Karl funds for the breach. This is
- an irrelevant response.
 - a crossclaim.
 - an affirmative defense.
 - a counterclaim.
- ____ 123. The River City Council, the Santa Clara County Board, the Texas state legislature, and the U.S. Congress enact laws. These laws constitute
- statutory law.
 - stare decisis*.
 - case law.
 - administrative law.
- ____ 124. Dale files a suit against Eve, alleging that she used fraud to induce him to enter into a contract with her. Proof of an injury is required
- under no circumstances.
 - to rescind the contract.
 - to recover damages.
 - to undo Eve's influence.
- ____ 125. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- taking property from its owner.
 - the use of force or fear.
 - a criminal act.
 - a criminal intent.
- ____ 126. Joy induces Kelly to enter into a contract for the purchase of a condominium about which Joy knowingly misrepresents a number of material features. When Kelly discovers the truth, Kelly can
- enforce the contract and seek damages.
 - seek damages but not enforce the contract.
 - neither enforce the contract nor seek damages.
 - enforce the contract but not seek damages.

Fact Pattern 10-5

Odell and Poppy sign a contract for the sale of Odell's Pizza Parlor to Poppy. The parties intend their written contract to be a final statement of most, but not all, of the terms of their agreement—Odell must first buy the building from Quin, after which Odell and Poppy will negotiate a final price.

- _____ 127. Refer to Fact Pattern 10-5. The writing that Odell and Poppy signed is
- a supplementally integrated contract.
 - a partially integrated contract.
 - a conditionally integrated contract.
 - a completely integrated contract.
- _____ 128. Mica, a minor, signs a contract to pay Natural Health Club a monthly fee for twenty-four months to use its facilities. Six months later, after reaching the age of majority, Mica continues to use the club. This act is
- a disaffirmance.
 - an emancipation.
 - a ratification.
 - a restitution.
- _____ 129. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- the use of the phones only.
 - the computer time or the use of the phones.
 - the computer time only.
 - neither the computer time nor the use of the phones.
- _____ 130. The police obtain a search warrant and search Dave's apartment. After yelling obscenities at the officers, Dave confesses to a crime and implicates his friends. The Constitution protects against
- unreasonable searches only.
 - obscene speech only.
 - implication of others only.
 - obscene speech, implication of others, and unreasonable searches.

Bus 241 - Fall 2010 - Final Exam

Answer Section

TRUE/FALSE

1. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 93 OBJ: TYPE: N LOC: AICPA Legal
2. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 178 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
4. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 189 OBJ: TYPE: = LOC: AICPA Legal
5. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 104 OBJ: TYPE: + LOC: AICPA Legal
6. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 187 OBJ: TYPE: N LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 186 OBJ: TYPE: = LOC: AICPA Legal
8. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 242 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 108 OBJ: TYPE: = LOC: AICPA Legal
10. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 281 OBJ: TYPE: + LOC: AICPA Legal
11. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 24 OBJ: TYPE: N LOC: AICPA Research
12. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 281 OBJ: TYPE: + LOC: AICPA Legal
13. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 5 OBJ: TYPE: N LOC: AICPA Legal
14. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
15. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 204 OBJ: TYPE: N LOC: AICPA Legal
16. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: + LOC: AICPA Legal
17. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: N LOC: AICPA Legal
18. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 125 OBJ: TYPE: N LOC: AICPA Legal
19. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 176 OBJ: TYPE: N LOC: AICPA Legal
20. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 35 OBJ: TYPE: + LOC: AICPA Legal
21. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: N LOC: AICPA Legal

22.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
23.	ANS: T	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: T	PTS: 1	REF: 83	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
25.	ANS: T	PTS: 1	REF: 242	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
26.	ANS: T	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Ethics		LOC: AICPA Critical Thinking	
27.	ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
28.	ANS: F	PTS: 1	REF: 273	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
29.	ANS: F	PTS: 1	REF: 275	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
30.	ANS: F	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
31.	ANS: T	PTS: 1	REF: 115	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
32.	ANS: F	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
34.	ANS: T	PTS: 1	REF: 275	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
35.	ANS: T	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
36.	ANS: T	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
37.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
38.	ANS: F	PTS: 1	REF: 245	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: T	PTS: 1	REF: 243	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
40.	ANS: T	PTS: 1	REF: 52	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
41.	ANS: F	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 36	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: F	PTS: 1	REF: 187	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
44.	ANS: F	PTS: 1	REF: 214	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
45.	ANS: T	PTS: 1	REF: 83	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	

46. ANS: F	PTS: 1	REF: 206	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
47. ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
48. ANS: F	PTS: 1	REF: 64	OBJ: TYPE: N
NAT: AACSB Ethics		LOC: AICPA Critical Thinking	
49. ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
50. ANS: T	PTS: 1	REF: 244	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
51. ANS: T	PTS: 1	REF: 89	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
52. ANS: F	PTS: 1	REF: 157	OBJ: TYPE: +
NAT: AACSB Analytic		LOC: AICPA Legal	
53. ANS: T	PTS: 1	REF: 246	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
54. ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
55. ANS: F	PTS: 1	REF: 178	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
56. ANS: T	PTS: 1	REF: 245	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
57. ANS: F	PTS: 1	REF: 246	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Legal	
58. ANS: T	PTS: 1	REF: 273	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
59. ANS: T	PTS: 1	REF: 62	OBJ: TYPE: N
NAT: AACSB Ethics		LOC: AICPA Risk Analysis	
60. ANS: F	PTS: 1	REF: 156	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
61. ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
62. ANS: F	PTS: 1	REF: 273	OBJ: TYPE: +
NAT: AACSB Analytic		LOC: AICPA Legal	

MULTIPLE CHOICE

63. ANS: B	PTS: 1	REF: 213	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
64. ANS: B	PTS: 1	REF: 153	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
65. ANS: D	PTS: 1	REF: 207	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
66. ANS: A	PTS: 1	REF: 14	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
67. ANS: A	PTS: 1	REF: 52	OBJ: TYPE: +
NAT: AACSB Reflective		LOC: AICPA Legal	

68.	ANS: B	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: C	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: C	PTS: 1	REF: 89	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: B	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: C	PTS: 1	REF: 244	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: B	PTS: 1	REF: 9	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: B	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: D	PTS: 1	REF: 209	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: B	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: D	PTS: 1	REF: 10	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
79.	ANS: A	PTS: 1	REF: 250	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: A	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
81.	ANS: A	PTS: 1	REF: 277	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: C	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: D	PTS: 1	REF: 195	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: B	PTS: 1	REF: 48	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: B	PTS: 1	REF: 67	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
87.	ANS: A	PTS: 1	REF: 87	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: B	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: A	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: A	PTS: 1	REF: 104	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
91.	ANS: C	PTS: 1	REF: 242	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

92.	ANS: B	PTS: 1	REF: 51	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: B	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: D	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: C	PTS: 1	REF: 94	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
96.	ANS: C	PTS: 1	REF: 86	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: A	PTS: 1	REF: 204	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: A	PTS: 1	REF: 87	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: A	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: C	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: D	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
102.	ANS: D	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: B	PTS: 1	REF: 280	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: D	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: C	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: D	PTS: 1	REF: 243	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: B	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: C	PTS: 1	REF: 284	OBJ: TYPE: N
	NAT: AACSB Communication		LOC: AICPA Legal	
109.	ANS: D	PTS: 1	REF: 38	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: C	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
111.	ANS: B	PTS: 1	REF: 65	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Risk Analysis	
112.	ANS: B	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
113.	ANS: D	PTS: 1	REF: 31	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Research	
114.	ANS: A	PTS: 1	REF: 283	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
115.	ANS: D	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

116.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: C	PTS: 1	REF: 248	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
118.	ANS: D	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
119.	ANS: C	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
120.	ANS: A	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
121.	ANS: A	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
122.	ANS: D	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
123.	ANS: A	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
124.	ANS: C	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
125.	ANS: B	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
126.	ANS: A	PTS: 1	REF: 205	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
127.	ANS: B	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
128.	ANS: C	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
129.	ANS: B	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
130.	ANS: A	PTS: 1	REF: 12	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

- | | | | | |
|------------------|------------------|------------------|------------------|------------------|
| | <u> F </u> 18. | <u> F </u> 41. | <u> F </u> 61. | <u> C </u> 69. |
| | <u> F </u> 19. | <u> F </u> 42. | <u> F </u> 62. | |
| | <u> T </u> 20. | <u> F </u> 43. | | |
| <u> T </u> 1. | <u> T </u> 21. | <u> F </u> 44. | <u> B </u> 63. | <u> C </u> 70. |
| <u> T </u> 2. | <u> F </u> 22. | <u> T </u> 45. | | |
| <u> F </u> 3. | <u> T </u> 23. | <u> F </u> 46. | | |
| | <u> T </u> 24. | <u> F </u> 47. | <u> B </u> 64. | <u> D </u> 71. |
| <u> F </u> 4. | <u> T </u> 25. | <u> F </u> 48. | | |
| <u> F </u> 5. | <u> T </u> 26. | | | |
| <u> F </u> 6. | <u> F </u> 27. | <u> F </u> 49. | | |
| <u> F </u> 7. | <u> F </u> 28. | <u> T </u> 50. | <u> D </u> 65. | <u> B </u> 72. |
| <u> F </u> 8. | <u> F </u> 29. | <u> T </u> 51. | | |
| | <u> F </u> 30. | <u> F </u> 52. | | |
| <u> F </u> 9. | <u> T </u> 31. | <u> T </u> 53. | <u> A </u> 66. | <u> C </u> 73. |
| <u> F </u> 10. | <u> F </u> 32. | <u> F </u> 54. | | |
| <u> F </u> 11. | <u> F </u> 33. | <u> F </u> 55. | | |
| | <u> T </u> 34. | <u> T </u> 56. | <u> A </u> 67. | <u> B </u> 74. |
| <u> T </u> 12. | <u> T </u> 35. | | | |
| <u> F </u> 13. | <u> T </u> 36. | <u> F </u> 57. | | |
| <u> F </u> 14. | <u> F </u> 37. | | | <u> B </u> 75. |
| <u> T </u> 15. | <u> F </u> 38. | <u> T </u> 58. | | |
| | <u> T </u> 39. | <u> T </u> 59. | <u> B </u> 68. | |
| <u> T </u> 16. | <u> T </u> 40. | <u> F </u> 60. | | |
| <u> T </u> 17. | | | | |

<u> D </u> 76.	<u> D </u> 83.	<u> A </u> 90.		<u> B </u> 103.
			<u> A </u> 97.	
<u> B </u> 77.	<u> B </u> 84.	<u> C </u> 91.		<u> D </u> 104.
			<u> A </u> 98.	
<u> D </u> 78.		<u> B </u> 92.		<u> C </u> 105.
	<u> B </u> 85.		<u> A </u> 99.	
		<u> B </u> 93.		<u> D </u> 106.
<u> A </u> 79.				
	<u> B </u> 86.		<u> C </u> 100.	
		<u> D </u> 94.		<u> B </u> 107.
<u> A </u> 80.			<u> D </u> 101.	
	<u> A </u> 87.			<u> C </u> 108.
		<u> C </u> 95.		
<u> A </u> 81.	<u> B </u> 88.		<u> D </u> 102.	
		<u> C </u> 96.		<u> D </u> 109.
<u> C </u> 82.	<u> A </u> 89.			

C 110.

 A 121.

 B 111.

 A 116.

 B 127.

 D 122.

 C 117.

 C 128.

 B 112.

 A 123.

 B 129.

 D 113.

 C 124.

 D 118.

 A 130.

 A 114.

 C 119.

 B 125.

 D 115.

 A 120.

 A 126.

Bus 241 - Fall 2010 - Final Exam

You have 130 minutes to complete this examination. This is a OPEN book exam. YOU MAY ONLY USE YOUR TEXTBOOK. All other study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are FIFTEEN (15) pages and 130 questions to this exam -- 62 True False, and 68 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

USE A FOR TRUE AND B FOR FALSE IN THE TRUE/FALSE SECTION.

PLEASE BE SURE TO TURN IN THE EXAM WITH YOUR NAME ON THE FIRST PAGE OF THE EXAM YOU WERE GIVEN. IF YOU FAIL TO PUT YOUR NAME ON A COPY OF THE EXAM, YOU MAY BE GIVEN A -0- FOR THE EXAM.

ANSWERS SHOULD BE ENTERED ON THE MACHINE READABLE FORM. PLEASE BE SURE TO USE PENCIL SO THAT YOUR ANSWERS CAN BE READ BY THE GRADING MACHINE. PLEASE BE SURE TO ALSO INCLUDE YOUR STUDENT ID NUMBER ON THE ANSWER SHEET.

You should try and provide answers for all questions, as there is no penalty for a wrong answer, and it counts the same as an omitted question. A correct answer for the True/False section is worth 1 point, while a correct answer for a multiple choice question is worth 2 points. In the multiple choice section there are often two answers which may appear to potentially be correct. You must choose the response which answers the question the best.

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B. Failure to provide this information on your answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

Any lack of clarity with regard to your answer choice may result in you not being awarded points for your answer. Good Luck.

True/False

Indicate whether the statement is true or false.

- _____ 1. A contract for the sale of stock is subject to Article 2.
- _____ 2. An answer can admit to the allegations made in a complaint.
- _____ 3. Embezzlement can be committed only by physically taking property from the possession of another.
- _____ 4. A state court can exercise jurisdiction over all of the property located within the boundaries of the state.
- _____ 5. The duty owed under the mitigation of damages doctrine depends on the situation.
- _____ 6. An oral contract may be enforceable under the UCC.
- _____ 7. For purposes of diversity of citizenship, a corporation is a citizen only of the state in which it is incorporated.
- _____ 8. Ethical reasoning is the process through which an individual rationalizes whatever action he or she chooses to take.
- _____ 9. An executory contract is one that has been fully performed.
- _____ 10. If a price quotation contains a mistake in the adding of a number of figures, the contract may not be enforceable.
- _____ 11. To rescind a contract, the party that received a benefit in exchange for his or her promise to perform is required to return the benefit.
- _____ 12. The four broad types of damages in contract law are compensatory, consequential, punitive, and actual damages.
- _____ 13. Oral evidence of the modification of a contract after its making can be introduced at a trial.
- _____ 14. Defamation involves wrongfully hurting a person's good reputation.
- _____ 15. Specific performance is the remedy customarily used when there is no actual contract or agreement between two parties.
- _____ 16. A liquidated damages clause is enforceable when damages are going to be difficult to determine.
- _____ 17. In early neutral case evaluation, a third party's evaluation of each party's strengths and weaknesses forms the basis for negotiating a settlement.

Name: _____

ID: C

- _____ 18. The doctrine of *res ipsa loquitur* applies if an event causing harm does not normally occur in the absence of negligence.
- _____ 19. Parties with contractual capacity may form an enforceable contract.
- _____ 20. A criminal suspect does *not* have a right to remain silent.
- _____ 21. An oral contract is an implied-in-fact contract.
- _____ 22. On the breach of a contract for a sale of land, the usual remedy is specific performance.
- _____ 23. A patent applicant must demonstrate that the invention, discovery, or design is commercially practicable to receive a patent.
- _____ 24. Whether a law is constitutional depends on its source.
- _____ 25. The maximum rate of interest is the same in every state.
- _____ 26. A contract cannot be void if its purpose is legal.
- _____ 27. On an employer's breach of an employment contract, the measure of the employee's damages is his or her salary with no adjustments.
- _____ 28. A minor who affirmatively misrepresents himself or herself to be an adult will not be able to disaffirm a contract in most states.
- _____ 29. An accord and satisfaction requires that the amount of a debt must not be in dispute.
- _____ 30. A contract entered into under undue influence is unavoidable.
- _____ 31. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- _____ 32. A reference to "28 U.S.C. Section 1332" means that a federal court's decision can be found on page 28 of Section 1332 of the *United States Cases*.
- _____ 33. A promise made with respect to a past event is enforceable because the event is certain—it has already occurred.
- _____ 34. Constitutional law includes only the U.S. Constitution.
- _____ 35. Misrepresentation of a material fact cannot occur through words alone.
- _____ 36. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- _____ 37. Duty-based ethics may be based on religious precepts or philosophical reasoning.
- _____ 38. Oral evidence of otherwise clear terms in a contract can be introduced at a trial to contradict those terms.

Name: _____

ID: C

- ___ 39. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 40. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- ___ 41. UCC Article 2A applies only to consumer leases.
- ___ 42. Every state has adopted the Uniform Commercial Code in its entirety.
- ___ 43. Under the UCC, a sale occurs when title passes from a seller to a buyer for a price.
- ___ 44. A bribe need *not* consist of money to be a crime.
- ___ 45. Under the UCC, an offer to buy goods can be accepted only by a prompt shipment of the goods.
- ___ 46. A person who enters into a contract when he or she is intoxicated can void the contract if the terms are obviously favorable to the other party.
- ___ 47. Nominal damages usually involve very small amounts.
- ___ 48. How a business owner or manager behaves may indicate to employees and others that unethical behavior will be tolerated.
- ___ 49. Food is the only thing that courts have been willing to define as "necessary."
- ___ 50. The UCC does *not* impose different standards on merchants than it imposes on consumers.
- ___ 51. Uniform laws apply in all states, including those in which the laws have not been adopted.
- ___ 52. The theft of trade secrets is not a crime unless a contract is breached.
- ___ 53. An offeror is a person who makes an offer.
- ___ 54. An oral contract for specially manufactured goods is *not* enforceable under the UCC.
- ___ 55. Liquidated damage clauses typically require a party who breaches a contract to pay a certain amount to the nonbreaching party.
- ___ 56. A person's actions may cause a breach of contract or a tort, but never both.
- ___ 57. A formula for a chemical compound can be a trade secret.
- ___ 58. Publishing false information about another's product is trade libel.
- ___ 59. On a tenant's abandonment of leased premises, the landlord's measure of damages is the amount of the unpaid rent with no adjustments.
- ___ 60. Slander involves the oral communication of defamatory language.

- _____ 61. A *lessor* is one who sells the right to the possession and use of goods under a lease.
- _____ 62. Remedies that an innocent party can seek on the breach of a contract include rescission.

Multiple Choice

Identify the choice that best completes the statement or answers the question.

- _____ 63. Masterwork, Inc., files a suit against National Employment Company (NEC) to recover in quasi contract. Masterwork must show in part that
- a. NEC is in a better financial position than Masterwork.
 - b. NEC expressly promised to pay Masterwork.
 - c. Masterwork did not voluntarily confer a benefit on NEC.
 - d. Masterwork and NEC have an enforceable contract.
- _____ 64. The U.S. Congress enacts a new federal statute that sets different standards for the liability of businesses selling defective products. This statute applies
- a. to none of the states.
 - b. only to matters not covered by state law.
 - c. only to those states that adopt the statute.
 - d. to all of the states.
- _____ 65. Print Quik, Inc., seeks punitive damages in a suit against Reddy Supply Company. Generally, punitive damages may be recovered when a contract has been breached
- a. under no circumstances.
 - b. only if the breach is directly related to the commission of a tort.
 - c. only if the contract involves a sale of goods or a sale of land.
 - d. in almost all cases.
- _____ 66. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- a. neither the computer time nor the use of the phones.
 - b. the computer time only.
 - c. the use of the phones only.
 - d. the computer time or the use of the phones.
- _____ 67. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a. the use of force or fear.
 - b. a criminal act.
 - c. a criminal intent.
 - d. taking property from its owner.
- _____ 68. Lora files a suit in Michigan against Ned over the ownership of a boat docked in a Michigan harbor. Lora and Ned are residents of Ohio. Ned could ask for a change of venue on the ground that Ohio
- a. has sufficient minimum contacts with the parties.
 - b. is a more convenient location to hold the trial.
 - c. has a sufficient stake in the matter.
 - d. has jurisdiction.

- _____ 69. Recreational Pools, Inc., agrees to build a swimming pool for Sandy, but fails to build it according to the contract specifications. Sandy hires Total Fix-It Company to finish the project. Sandy may recover from Recreational Pools
- a. the contract price.
 - b. the costs needed to complete construction.
 - c. profits plus the costs incurred up to the time of the breach.
 - d. the contract price less costs of materials and labor.

Fact Pattern 10-1

Gert contracts to sell two tracts of land to Hank. Both parties believe that the two tracts are adjacent, but in fact they are not. Gert is still willing to sell the land, but under these circumstances the deal would adversely affect Hank.

- _____ 70. Refer to Fact Pattern 10-1. The parties' belief about the adjacency of the property is
- a. a bilateral mistake.
 - b. undue influence.
 - c. a unilateral mistake.
 - d. fraud.
- _____ 71. Molly files a suit against Nick. They meet, and each party's attorney argues the party's case before a judge and jury. The jury renders an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a. a summary jury trial.
 - b. early neutral case evaluation.
 - c. a mini-trial.
 - d. court-ordered arbitration.

Fact Pattern 8-2

Brad defends against a breach-of-contract suit by College Credit Corporation by claiming that their deal—a student loan accruing interest at a certain rate and payable beginning on a certain date—was unfair because the consideration for their contract was inadequate.

- _____ 72. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- a. accord in Brad's satisfaction with the value of the deal.
 - b. "heft," "substance," or "weight" in the terms of the contract.
 - c. flexibility on the part of College Credit to accommodate Brad's needs.
 - d. bargained-for exchange or mutual assent.
- _____ 73. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- a. a forklift for Forest, if Eastside's insurance covers the loss.
 - b. a forklift for Forest, if it wants one.
 - c. nothing for Forest, because that would extend the time of the offer.
 - d. nothing for Forest, because the theft terminated the offer.

- _____ 74. Rally offers to sell Sophie, who is seventeen years of age, a car about which Rally intentionally misrepresents several material facts. In reliance on the misrepresentations, Sophie buys the car. To prove fraud in this transaction, Sophie would have to show that
- Sophie does not know anything about cars.
 - Rally intentionally deceived Sophie.
 - Sophie is under twenty-one years of age.
 - Rally made statements that were obviously exaggerated.

Fact Pattern 2-2

Kelly files a suit against Lewis in a state court. The case proceeds to trial, after which the court renders a verdict. The case is appealed to an appellate court.

- _____ 75. Refer to Fact Pattern 2-2. After the state's highest court's review of *Kelly v. Lewis*, a party can appeal the decision to the United States Supreme Court if
- the state trial and appellate court rulings are different.
 - a federal question is involved.
 - the party is unsatisfied with the result.
 - a question of state law remains unresolved.
- _____ 76. Jolly Sales Company and Kwik Distributors, Inc., enter into an agreement that contains some express terms and some that are implied. This is
- an express contract only.
 - a mixture of an express contract and an implied-in-fact contract.
 - an implied-in-law contract.
 - not a contract.
- _____ 77. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Mary must not have been predisposed to commit the crime.
 - Nick must have pressured Mary into committing the crime.
 - Nick must have suggested that the crime be committed.
 - all of the choices.
- _____ 78. Dribble Beers, Inc., markets alcoholic beverages. A federal regulation bans the disclosure of the alcohol content of the beverages on Dribble's labels and those of other marketers. A court would likely hold this regulation to be
- constitutional under the First Amendment.
 - necessary to protect national interests.
 - justified by the need to protect individual rights.
 - an unconstitutional restriction of speech.
- _____ 79. Bob contracts to work for Central Construction Corporation (CCC) during July for \$4,500. On June 30, CCC cancels the contract. Bob declines a similar job with Design Builders, Inc., which would have paid \$4,000. Bob files a suit against CCC. As compensatory damages, Bob can recover
- nothing.
 - \$4,500.
 - \$4,000.
 - \$500.

- _____ 80. Recreation Supplies, Inc. (RSI), and Sam, the owner of Tourist Time Shop, orally agree to a sale of beach balls and seashells for \$1,000. Sam gives RSI a check for \$400 as a partial payment. This contract is
- enforceable to the extent of \$400.
 - fully enforceable because it is oral.
 - fully enforceable because it is for specially made goods.
 - not enforceable.
- _____ 81. Outstate Properties, Inc. (OPI), agrees to sell certain acreage to Pia. OPI repudiates the deal. Pia sues OPI and recovers damages. Pia can now obtain
- an amount in quasi contract.
 - nothing more.
 - damages representing restitution.
 - specific performance of the deal.
- _____ 82. The Montana Supreme Court decides the case of *National Co. v. Overseas Corp.* Of nine justices, eight believe the judgment should be in National's favor. Justice Pine disagrees and writes a separate opinion. This opinion is
- a dissenting opinion.
 - a concurring opinion.
 - a minority opinion.
 - a unanimous opinion.
- _____ 83. In making business decisions, Brian, personnel manager for Conservative Investments, Inc., applies his belief that all persons have fundamental rights. This is
- a religious rule.
 - utilitarianism.
 - the categorical imperative.
 - the principle of rights.
- _____ 84. The Federal Trade Commission (FTC) is a government agency that issues rules, orders, and decisions. The Georgia state legislature enacts statutes. The Jackson County Board and the Peach City Council enacts ordinances. Administrative law includes
- all law that affects a business's operation.
 - ordinances enacted by county board and the city council.
 - decisions, orders, and rules of the FTC.
 - statutes enacted by the state legislature.
- _____ 85. Ultimate Corporation uses, in its radio ads, a recording by Vicky, who owns the rights, without paying for the use. Over time, the song comes to be associated with Ultimate's products. Vicky sues Ultimate. Ultimate is most likely liable to Vicky for
- conversion.
 - appropriation.
 - wrongful interference with a customary relationship.
 - none of the choices.
- _____ 86. Pablo contracts to buy a Quotient-brand computer set-up from Regal Systems for \$5,000, but Regal fails to deliver. Pablo buys the computer elsewhere for \$6,500. Pablo's measure of damages is
- \$1,500 plus incidental damages.
 - incidental damages only.
 - \$0.
 - \$1,500 only.

- _____ 87. Cody and Debora enter into an oral contract under which Cody agrees to work on Debora's ranch for not less than ten days. This contract is enforceable by
- a. either party.
 - b. Debora only.
 - c. Cody only.
 - d. neither party.
- _____ 88. In Case 14.3, *Jones v. Star Credit Corp.*, the factor that was *not* considered by the court when it declared a contract for the purchase of a freezer unconscionable is that
- a. the price the plaintiffs were charged was more than four times the freezer's retail value.
 - b. the seller knew of the buyers' limited resources.
 - c. the freezer was not merchantable.
 - d. the credit charges alone exceeded the freezer's retail value.
- _____ 89. Ollie, a clerk at PC Computer Store, takes a computer from the store without PC's permission. Ollie is liable for conversion
- a. if he fails to prevent a theft of the computer from his possession.
 - b. under any circumstances.
 - c. if he does not have a good reason for taking the computer.
 - d. if he damages the computer.
- _____ 90. Equity Corporation provides other firms with funds to expand operations. Questions of what is ethical involve the extent to which Equity has
- a. an ethical duty beyond those duties mandated by law.
 - b. a legal duty beyond those duties mandated by ethics.
 - c. any duty when it is uncertain whether a legal duty exists.
 - d. any duty beyond those mandated by both ethics and the law.
- _____ 91. A contract between Lou and Mike requires a transfer of stolen body building equipment for counterfeit currency that Mike will attempt to spend at Now! Discount Mart. This contract is
- a. voidable at the option of Lou or Mike.
 - b. void.
 - c. voidable at the option of Now!
 - d. enforceable.

Fact Pattern 2-1

Mack and Nancy engage in a business transaction from which a dispute arises. Mack initiates a lawsuit against Nancy by filing a complaint.

- _____ 92. Refer to Fact Pattern 2-1. If Nancy files a motion to dismiss, she may be asserting that
- a. Mack's statement of the *facts* is not true.
 - b. Nancy suffered greater harm than Mack.
 - c. Mack did not state a claim for which relief can be granted.
 - d. Mack's statement of the *law* is not true.
- _____ 93. Giles and Hubie enter into a sales contract. With respect to the specific contractual provisions set out in the UCC, Giles and Hubie may
- a. not agree to different terms.
 - b. agree to different terms unless they "get caught."
 - c. agree to whatever terms they wish.
 - d. agree to different terms only to a reasonable extent.

- ____ 94. Kelly is an appliance salesperson. Kelly commits fraud if, to make a sale, she
- discloses the truth.
 - states an opinion concerning something that she knows nothing about.
 - represents as a fact something that she knows is untrue.
 - uses puffery.
- ____ 95. Corner Convenience Store (CCS) takes out a full-page ad in a local newspaper and runs a thirty-second commercial on a local television station, offering a reward for information leading to the apprehension of the person who robbed the store. CCS could normally terminate the offer by
- placing a notice in the "Legal Announcements" section of the paper.
 - running a full-page ad in the paper and a thirty-second commercial on the local station.
 - sending a notice to the news department of the local stations.
 - any of the choices.
- ____ 96. The River City Council, the Santa Clara County Board, the Texas state legislature, and the U.S. Congress enact laws. These laws constitute
- administrative law.
 - stare decisis*.
 - case law.
 - statutory law.
- ____ 97. The process behind the production of "Fast Pace," a racecar video game, is protected by
- trade secrets law.
 - copyright law.
 - patent law.
 - trademark law.
- ____ 98. Vern's Roofing Company and Weatherall Tiles, Inc., sign a written contract for a sale of goods. To be enforceable, this written contract must include
- a correct title, such as "Purchase Order" or "Sales Invoice."
 - the parties' cell phone numbers or e-mail addresses.
 - a quantity term, such as "50 pallets" or "100 cartloads."
 - a date, such "September 9, 2009" or "09/09/09."
- ____ 99. Quality Steel Corporation files a suit against Rite Tool Company, claiming that the consideration for their contract is inadequate. The court will most likely *not* examine the adequacy of the consideration if
- something of value passed between the parties.
 - it is obvious that the consideration is adequate.
 - Rite Tool asserts that there is adequate consideration.
 - the consideration is worth more than \$100.
- ____ 100. Potable Beverage Company appeals a decision against it, in favor of Quench Thirst Corporation, from a lower court to a higher court. Potable is
- the appellee.
 - the defendant.
 - the plaintiff.
 - the appellant.

- _____ 101. Don contracts to tutor Ellen in the principles of business law. For the breach of a contractual promise, contract law entitles innocent parties to
- some forms of relief.
 - any relief that a court wants to provide.
 - any relief that a defendant wants to concede.
 - any relief that a plaintiff wants to seek.
- _____ 102. George and Halle disagree as to the exact amount one owes the other. They form a new agreement that, on fulfillment, will discharge the prior obligation. This is
- a covenant not to sue.
 - a release.
 - an accord and satisfaction.
 - promissory estoppel.
- _____ 103. Original, Inc., sells its product under the name "Phido." Quik Corporation begins to market an identical product under the name "Fido." This is
- trademark infringement.
 - patent infringement.
 - copyright infringement.
 - none of the choices.
- _____ 104. Webb Design Company and Xpert Services, Inc., sign a document that states Webb agrees to design a Web Summarized Page for Xpert and Xpert agrees to pay Webb for this service. Webb and Xpert have made
- an implied-in-law contract.
 - an implied-in-fact contract.
 - an express contract.
 - a quasi contract.
- _____ 105. Grade-A Construction Corporation offers to buy from Harden Cement Company a certain quantity of cement for a certain price. Harden can accept the offer by
- promptly shipping the cement only.
 - doing nothing.
 - promising to ship the cement only.
 - promising to ship or promptly shipping the cement.
- _____ 106. Roy contracts to sell his Double-R Ranch to Sam on May 1. On April 20, Roy tells Sam that he will not go through with the deal. Sam files a suit against Roy. Sam can recover
- the Double-R Ranch.
 - nothing.
 - the cost of any ranch that would suit him.
 - the cost of a similar, nearby ranch.
- _____ 107. Gary is standing on a defective stool when it collapses, causing Gary to fall and suffer an injury. Gary files a suit against Interstate Stools, Inc., the manufacturer. A significant application of the doctrine of strict liability is in the area of
- ethics.
 - constitutional law.
 - negligence.
 - product liability.

Fact Pattern 10-5

Odell and Poppy sign a contract for the sale of Odell's Pizza Parlor to Poppy. The parties intend their written contract to be a final statement of most, but not all, of the terms of their agreement—Odell must first buy the building from Quin, after which Odell and Poppy will negotiate a final price.

- ____ 108. Refer to Fact Pattern 10-5. The writing that Odell and Poppy signed is
- a supplementally integrated contract.
 - a completely integrated contract.
 - a conditionally integrated contract.
 - a partially integrated contract.
- ____ 109. Applied Services, Inc., contracts with Bankers Corporation, which breaches their contract. Applied has several remedies available. Under the common law, Applied must
- accept a double recovery.
 - allow the remedies to cumulate.
 - permit Bankers to choose a remedy.
 - elect which remedy to pursue.
- ____ 110. Numeric Methods Corporation promises to give stock options to Orin, a project schedule manager, for projects that have already been completed ahead of schedule. This promise is
- enforceable because it is a new contract.
 - enforceable because it is supported by past consideration.
 - enforceable because it is an illusory promise.
 - unenforceable.
- ____ 111. In a suit against Kathy, Lon obtains specific performance. This is
- not a remedy.
 - an equitable remedy and a remedy at law.
 - a remedy at law only.
 - an equitable remedy only.
- ____ 112. Fiesta Coffee Company agrees to buy an unspecified quantity of coffee beans from Global AgriCorp. Global breaches the contract. Fiesta can most likely
- enforce the agreement to the extent of a reasonable quantity.
 - enforce the agreement to the extent of Global's output of coffee beans.
 - enforce the agreement to the extent of Fiesta's requirements.
 - not enforce the agreement.
- ____ 113. Ferb mistakenly pays property taxes that should have been assessed against Grace. Ferb can recover the amount from Grace in quasi contract
- even if Grace was not aware of the error.
 - only if Grace tried to conceal the error.
 - only if Grace was aware of the error.
 - under no circumstances.
- ____ 114. Mica, a minor, signs a contract to pay Natural Health Club a monthly fee for twenty-four months to use its facilities. Six months later, after reaching the age of majority, Mica continues to use the club. This act is
- a disaffirmance.
 - an emancipation.
 - a restitution.
 - a ratification.

- ____ 115. Emergent Power Corporation regularly expresses opinions on political issues. Under the First Amendment, corporate political speech is given
- total protection.
 - little protection.
 - significant protection.
 - no protection.
- ____ 116. Kai files a suit against Lana based on one of Lana's statements that Kai alleges is fraudulent. To give rise to fraud, the statement must be one of
- illusion.
 - delusion.
 - opinion.
 - fact.
- ____ 117. EZ Products Company breaches its contract with For-Less Stores, Inc. For-Less files a suit to recover compensatory damages, which are normally assessed to
- penalize a breaching party.
 - pay for harm caused by special circumstances beyond a contract.
 - compensate a nonbreaching party for the loss of a bargain.
 - establish, in the absence of a loss, that a party acted wrongfully.
- ____ 118. Metro City Center is an area of tourist attractions in Metro City. The Center's director, under the city's authority, issues a rule to require street performers to obtain permits. The Center cites Nobby, a magician, for performing without a permit. Under the principles discussed in "A Sample Court Case," *Berger v. City of Seattle*, the Center most likely acted
- reasonably in citing Nobby but not in issuing the rule.
 - reasonably in the circumstances and under the law.
 - in violation of Nobby's rights under the First Amendment.
 - reasonably in issuing the rule but not in citing Nobby.
- ____ 119. The police obtain a search warrant and search Dave's apartment. After yelling obscenities at the officers, Dave confesses to a crime and implicates his friends. The Constitution protects against
- obscene speech, implication of others, and unreasonable searches.
 - unreasonable searches only.
 - obscene speech only.
 - implication of others only.
- ____ 120. Jiffy Software, Inc., a U.S. manufacturer, files a suit against Kawa, Ltd., a Japanese software maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Jiffy is entitled to receive
- better treatment than Kawa.
 - the same treatment as Kawa.
 - nothing.
 - worse treatment than Kawa.

- _____ 121. Household Furnishings, Inc., distributes its merchandise on an interstate basis. Under the commerce clause, Congress has the power to regulate
- only activities that are in *intrastate* commerce.
 - any commercial activity in the United States that substantially affects interstate commerce.
 - only activities that are in local commerce.
 - only activities that are not in commerce.
- _____ 122. Dale files a suit against Eve, alleging that she used fraud to induce him to enter into a contract with her. Proof of an injury is required
- to recover damages.
 - under no circumstances.
 - to undo Eve's influence.
 - to rescind the contract.
- _____ 123. Steele Tool Company's decision makers view a particular risk in the use of Steele's product as open and obvious. Continuing to market the product without telling consumers of the risk could be justified from a perspective of
- Kantian ethics.
 - rights-based ethics.
 - duty-based ethics.
 - utilitarian ethics.
- _____ 124. *Metro Daily* and New City Newsstand enter into a contract under which *Metro* agrees to deliver a certain quantity of newspapers to New City each day. The contract does not include a price term. In a suit between the parties over the price, a court will
- refuse to enforce the agreement.
 - return the parties to the positions they held before the contract.
 - determine a reasonable price.
 - impose the lowest market price.
- _____ 125. Trendee Clothiers, Inc., sells t-shirts to U-Pik-It Stores, Inc., under an existing contract. When textile costs increase, U-Pik-It agrees to a price increase, but later wants to cancel the contract. U-Pik-It may
- not cancel the contract.
 - cancel the contract only after accepting a final shipment.
 - cancel the contract only on reasonable notice.
 - cancel the contract immediately.
- _____ 126. Lynn files a suit against Karl. Karl denies Lynn's charges and sets forth his own claim that Lynn breached their contract and owes Karl funds for the breach. This is
- a crossclaim.
 - an affirmative defense.
 - a counterclaim.
 - an irrelevant response.
- _____ 127. Joy induces Kelly to enter into a contract for the purchase of a condominium about which Joy knowingly misrepresents a number of material features. When Kelly discovers the truth, Kelly can
- neither enforce the contract nor seek damages.
 - seek damages but not enforce the contract.
 - enforce the contract and seek damages.
 - enforce the contract but not seek damages.

- _____ 128. Lily wrongfully terminates her employee Mai. Nate offers a similar job to Mai, who refuses to accept and files a suit against Lily. The damages that Mai receives will most likely be equal to
- a. Mai's salary *less* the income Mai would have received from Nate.
 - b. Mai's salary *plus* the income Mai would have received from Nate.
 - c. Mai's salary without more.
 - d. nothing.
- _____ 129. Transnational Corporation and United Shipping, Inc., agree to a contract that includes an arbitration clause. If a dispute arises, a court having jurisdiction may
- a. order a party to bring the dispute to court.
 - b. order an arbitrator to rule in a particular way.
 - c. order a party to submit to arbitration.
 - d. monitor any arbitration until it concludes.
- _____ 130. Fiona invents a new deep-sea fishing net, which she names "Great Catch." She also writes the operating manual to be included with each net. Fiona could obtain copyright protection for
- a. the name only.
 - b. the manual, the net, and the name.
 - c. the manual only.
 - d. the net only.

Bus 241 - Fall 2010 - Final Exam Answer Section

TRUE/FALSE

1. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 273 OBJ: TYPE: N LOC: AICPA Legal
2. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 42 OBJ: TYPE: = LOC: AICPA Legal
3. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 129 OBJ: TYPE: = LOC: AICPA Legal
4. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 35 OBJ: TYPE: + LOC: AICPA Legal
5. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
6. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 281 OBJ: TYPE: + LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 36 OBJ: TYPE: = LOC: AICPA Legal
8. ANS: F PTS: 1 NAT: AACSB Ethics	REF: 64 OBJ: TYPE: N LOC: AICPA Critical Thinking
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 157 OBJ: TYPE: + LOC: AICPA Legal
10. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 204 OBJ: TYPE: N LOC: AICPA Legal
11. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 246 OBJ: TYPE: = LOC: AICPA Legal
12. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 242 OBJ: TYPE: = LOC: AICPA Legal
13. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 215 OBJ: TYPE: N LOC: AICPA Legal
14. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 83 OBJ: TYPE: + LOC: AICPA Legal
15. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 246 OBJ: TYPE: N LOC: AICPA Legal
16. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 245 OBJ: TYPE: = LOC: AICPA Legal
17. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 52 OBJ: TYPE: N LOC: AICPA Critical Thinking
18. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 93 OBJ: TYPE: N LOC: AICPA Legal
19. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: N LOC: AICPA Legal
20. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 138 OBJ: TYPE: N LOC: AICPA Legal
21. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal

22.	ANS: T	PTS: 1	REF: 243	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
23.	ANS: F	PTS: 1	REF: 108	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
25.	ANS: F	PTS: 1	REF: 189	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
26.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
27.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
28.	ANS: F	PTS: 1	REF: 186	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
29.	ANS: F	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
30.	ANS: F	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
31.	ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
32.	ANS: F	PTS: 1	REF: 24	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
33.	ANS: F	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
34.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
35.	ANS: F	PTS: 1	REF: 206	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
36.	ANS: F	PTS: 1	REF: 104	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
37.	ANS: T	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Ethics		LOC: AICPA Critical Thinking	
38.	ANS: F	PTS: 1	REF: 214	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
40.	ANS: T	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
41.	ANS: F	PTS: 1	REF: 275	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
43.	ANS: T	PTS: 1	REF: 273	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
44.	ANS: T	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
45.	ANS: F	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	

46.	ANS: F	PTS: 1	REF: 187	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
47.	ANS: T	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
48.	ANS: T	PTS: 1	REF: 62	OBJ: TYPE: N
	NAT: AACSB Ethics		LOC: AICPA Risk Analysis	
49.	ANS: F	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
50.	ANS: F	PTS: 1	REF: 273	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
51.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
52.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
53.	ANS: T	PTS: 1	REF: 154	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
54.	ANS: F	PTS: 1	REF: 281	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
55.	ANS: T	PTS: 1	REF: 245	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
56.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
57.	ANS: T	PTS: 1	REF: 115	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
58.	ANS: T	PTS: 1	REF: 89	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
59.	ANS: F	PTS: 1	REF: 244	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
60.	ANS: T	PTS: 1	REF: 83	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
61.	ANS: T	PTS: 1	REF: 275	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
62.	ANS: T	PTS: 1	REF: 242	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	

MULTIPLE CHOICE

63.	ANS: C	PTS: 1	REF: 248	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
64.	ANS: D	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
65.	ANS: B	PTS: 1	REF: 244	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
66.	ANS: D	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
67.	ANS: A	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

68.	ANS: B	PTS: 1	REF: 38	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: B	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: A	PTS: 1	REF: 204	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: A	PTS: 1	REF: 52	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: D	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: B	PTS: 1	REF: 207	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: B	PTS: 1	REF: 48	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: B	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: D	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: D	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: A	PTS: 1	REF: 283	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: A	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
83.	ANS: D	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
84.	ANS: C	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: B	PTS: 1	REF: 86	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: A	PTS: 1	REF: 243	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: A	PTS: 1	REF: 209	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: C	PTS: 1	REF: 284	OBJ: TYPE: N
	NAT: AACSB Communication		LOC: AICPA Legal	
89.	ANS: B	PTS: 1	REF: 89	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: A	PTS: 1	REF: 67	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
91.	ANS: B	PTS: 1	REF: 195	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	

92.	ANS: C	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: C	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: C	PTS: 1	REF: 87	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: B	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: D	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
97.	ANS: A	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: C	PTS: 1	REF: 213	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: A	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: D	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: A	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
102.	ANS: C	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: A	PTS: 1	REF: 104	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: C	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: D	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: A	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: D	PTS: 1	REF: 94	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
108.	ANS: D	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: D	PTS: 1	REF: 250	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
111.	ANS: D	PTS: 1	REF: 9	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: D	PTS: 1	REF: 277	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: A	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
114.	ANS: D	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
115.	ANS: C	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	

116.	ANS: D	PTS: 1	REF: 87	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: C	PTS: 1	REF: 242	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
118.	ANS: B	PTS: 1	REF: 31	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Research	
119.	ANS: B	PTS: 1	REF: 12	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
120.	ANS: B	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
121.	ANS: B	PTS: 1	REF: 10	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
122.	ANS: A	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
123.	ANS: D	PTS: 1	REF: 65	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Risk Analysis	
124.	ANS: C	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
125.	ANS: A	PTS: 1	REF: 280	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
126.	ANS: C	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
127.	ANS: C	PTS: 1	REF: 205	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
128.	ANS: A	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
129.	ANS: C	PTS: 1	REF: 51	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
130.	ANS: C	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

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|------------------|------------------|------------------|------------------|------------------|
| | <u> T </u> 18. | <u> F </u> 39. | <u> T </u> 61. | <u> B </u> 69. |
| | <u> T </u> 19. | <u> T </u> 40. | <u> T </u> 62. | |
| | <u> F </u> 20. | <u> F </u> 41. | | |
| <u> F </u> 1. | <u> F </u> 21. | <u> F </u> 42. | <u> C </u> 63. | |
| <u> T </u> 2. | <u> T </u> 22. | <u> T </u> 43. | | |
| <u> F </u> 3. | <u> F </u> 23. | <u> T </u> 44. | | |
| <u> T </u> 4. | | <u> F </u> 45. | | <u> A </u> 70. |
| <u> T </u> 5. | <u> F </u> 24. | <u> F </u> 46. | <u> D </u> 64. | |
| <u> T </u> 6. | <u> F </u> 25. | <u> T </u> 47. | | |
| <u> F </u> 7. | <u> F </u> 26. | <u> T </u> 48. | | <u> A </u> 71. |
| <u> F </u> 8. | <u> F </u> 27. | | <u> B </u> 65. | |
| | <u> F </u> 28. | <u> F </u> 49. | | |
| <u> F </u> 9. | | <u> F </u> 50. | | |
| <u> T </u> 10. | <u> F </u> 29. | <u> F </u> 51. | <u> D </u> 66. | |
| <u> T </u> 11. | <u> F </u> 30. | <u> F </u> 52. | | |
| | <u> F </u> 31. | <u> T </u> 53. | | <u> D </u> 72. |
| <u> F </u> 12. | <u> F </u> 32. | <u> F </u> 54. | <u> A </u> 67. | |
| <u> T </u> 13. | <u> F </u> 33. | <u> T </u> 55. | | |
| <u> T </u> 14. | | <u> F </u> 56. | | <u> D </u> 73. |
| <u> F </u> 15. | <u> F </u> 34. | <u> T </u> 57. | <u> B </u> 68. | |
| | <u> F </u> 35. | <u> T </u> 58. | | |
| <u> F </u> 16. | <u> F </u> 36. | <u> F </u> 59. | | |
| <u> T </u> 17. | <u> T </u> 37. | | | |
| | <u> F </u> 38. | <u> T </u> 60. | | |

<u> B </u> 74.	<u> A </u> 80.	<u> A </u> 87.	<u> C </u> 94.	<u> A </u> 101.
	<u> B </u> 81.	<u> C </u> 88.	<u> B </u> 95.	<u> C </u> 102.
<u> B </u> 75.	<u> A </u> 82.	<u> B </u> 89.	<u> D </u> 96.	<u> A </u> 103.
<u> B </u> 76.	<u> D </u> 83.	<u> A </u> 90.	<u> A </u> 97.	<u> C </u> 104.
<u> D </u> 77.	<u> C </u> 84.	<u> B </u> 91.	<u> C </u> 98.	<u> D </u> 105.
<u> D </u> 78.	<u> B </u> 85.	<u> C </u> 92.	<u> A </u> 99.	<u> A </u> 106.
<u> D </u> 79.	<u> A </u> 86.	<u> C </u> 93.	<u> D </u> 100.	<u> D </u> 107.

C 115.

 B 121.

 A 128.

 D 108.

 D 116.

 A 122.

 C 129.

 D 109.

 C 117.

 D 123.

 C 130.

 D 110.

 B 118.

 C 124.

 D 111.

 B 119.

 D 112.

 A 125.

 B 120.

 A 113.

 C 126.

 D 114.

 C 127.

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	A	B	C
TF	1	37	24
TF	2	28	1
TF	3	15	10
TF	4	36	44
TF	5	48	8
TF	6	60	21
TF	7	11	32
TF	8	51	58
TF	9	18	39
TF	10	55	29
TF	11	58	43
TF	12	1	18
TF	13	9	23
TF	14	42	7
TF	15	32	45
TF	16	22	26
TF	17	16	53
TF	18	40	17
TF	19	45	14
TF	20	43	46
TF	21	46	35
TF	22	33	31
TF	23	21	47
TF	24	50	5
TF	25	2	40
TF	26	7	28
TF	27	19	33
TF	28	56	55
TF	29	44	38
TF	30	59	48
TF	31	26	37
TF	32	25	62
TF	33	8	12
TF	34	34	61
TF	35	39	22
TF	36	23	2
TF	37	20	4
TF	38	27	3
TF	39	41	30
TF	40	61	52
TF	41	3	59
TF	42	57	15
TF	43	24	60
TF	44	4	25
TF	45	47	27
TF	46	52	9
TF	47	35	13
TF	48	38	16
TF	49	53	11
TF	50	14	56
TF	51	30	20

	A	B	C
TF	52	5	36
TF	53	10	54
TF	54	6	49
TF	55	13	42
TF	56	12	6
TF	57	54	34
TF	58	17	19
TF	59	29	41
TF	60	62	50
TF	61	49	51
TF	62	31	57
MC	63	83	91
MC	64	68	128
MC	65	80	82
MC	66	73	65
MC	67	115	78
MC	68	100	113
MC	69	69	124
MC	70	102	104
MC	71	84	81
MC	72	63	98
MC	73	101	102
MC	74	98	116
MC	75	90	103
MC	76	128	114
MC	77	89	97
MC	78	75	99
MC	79	125	67
MC	80	85	75
MC	81	127	108
MC	82	87	94
MC	83	130	119
MC	84	66	115
MC	85	81	112
MC	86	129	66
MC	87	95	107
MC	88	123	96
MC	89	82	130
MC	90	97	70
MC	91	78	121
MC	92	112	83
MC	93	74	111
MC	94	76	87
MC	95	110	76
MC	96	94	93
MC	97	72	73
MC	98	122	126
MC	99	103	125
MC	100	65	74
MC	101	111	123
MC	102	88	105

	A	B	C
MC	103	92	129
MC	104	96	85
MC	105	108	88
MC	106	114	80
MC	107	99	120
MC	108	107	110
MC	109	93	64
MC	110	109	68
MC	111	67	71
MC	112	77	79
MC	113	104	100
MC	114	121	84
MC	115	116	72
MC	116	91	117
MC	117	105	95
MC	118	113	118
MC	119	118	92
MC	120	126	127
MC	121	119	69
MC	122	124	122
MC	123	64	101
MC	124	120	106
MC	125	106	86
MC	126	70	89
MC	127	86	90
MC	128	71	77
MC	129	117	63
MC	130	79	109