

Bus 241 - Spring 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
- Sophie is under twenty-one years of age.
 - Sophie does not know anything about cars.
 - Rally intentionally deceived Sophie.
 - 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
- Kantian ethics.
 - rights-based ethics.
 - duty-based ethics.
 - 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
- promising to ship or promptly shipping the cement.
 - promptly shipping the cement only.
 - promising to ship the cement only.
 - 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
- order an arbitrator to rule in a particular way.
 - order a party to submit to arbitration.
 - monitor any arbitration until it concludes.
 - 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
- conversion.
 - wrongful interference with a customary relationship.
 - appropriation.
 - 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
- the price the plaintiffs were charged was more than four times the freezer's retail value.
 - the freezer was not merchantable.
 - the seller knew of the buyers' limited resources.
 - 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
- fully enforceable because it is for specially made goods.
 - enforceable to the extent of \$400.
 - not enforceable.
 - 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 - Spring 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	

	<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> T </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 - Spring 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. Nominal damages usually involve very small amounts.
- _____ 2. If a price quotation contains a mistake in the adding of a number of figures, the contract may not be enforceable.
- _____ 3. A contract entered into under undue influence is unavoidable.
- _____ 4. The four broad types of damages in contract law are compensatory, consequential, punitive, and actual damages.
- _____ 5. An offeror is a person who makes an offer.
- _____ 6. A person's actions may cause a breach of contract or a tort, but never both.
- _____ 7. The maximum rate of interest is the same in every state.
- _____ 8. On an employer's breach of an employment contract, the measure of the employee's damages is his or her salary with no adjustments.
- _____ 9. Under the UCC, an offer to buy goods can be accepted only by a prompt shipment of the goods.
- _____ 10. 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.
- _____ 11. Oral evidence of otherwise clear terms in a contract can be introduced at a trial to contradict those terms.
- _____ 12. Embezzlement can be committed only by physically taking property from the possession of another.
- _____ 13. On a tenant's abandonment of leased premises, the landlord's measure of damages is the amount of the unpaid rent with no adjustments.
- _____ 14. A minor who affirmatively misrepresents himself or herself to be an adult will not be able to disaffirm a contract in most states.
- _____ 15. Parties with contractual capacity may form an enforceable contract.
- _____ 16. Oral evidence of the modification of a contract after its making can be introduced at a trial.
- _____ 17. A promise made with respect to a past event is enforceable because the event is certain—it has already occurred.

Name: _____

ID: B

- ___ 18. UCC Article 2A applies only to consumer leases.
- ___ 19. A state court can exercise jurisdiction over all of the property located within the boundaries of the state.
- ___ 20. An oral contract is an implied-in-fact contract.
- ___ 21. The duty owed under the mitigation of damages doctrine depends on the situation.
- ___ 22. A formula for a chemical compound can be a trade secret.
- ___ 23. Every state has adopted the Uniform Commercial Code in its entirety.
- ___ 24. Liquidated damage clauses typically require a party who breaches a contract to pay a certain amount to the nonbreaching party.
- ___ 25. An answer can admit to the allegations made in a complaint.
- ___ 26. An oral contract may be enforceable under the UCC.
- ___ 27. Constitutional law includes only the U.S. Constitution.
- ___ 28. For purposes of diversity of citizenship, a corporation is a citizen only of the state in which it is incorporated.
- ___ 29. A contract cannot be void if its purpose is legal.
- ___ 30. A covenant not to sue is an agreement to substitute a contractual obligation for a legal action.
- ___ 31. 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.
- ___ 32. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 33. Whether a law is constitutional depends on its source.
- ___ 34. Uniform laws apply in all states, including those in which the laws have not been adopted.
- ___ 35. A bribe need *not* consist of money to be a crime.
- ___ 36. The theft of trade secrets is not a crime unless a contract is breached.
- ___ 37. Food is the only thing that courts have been willing to define as "necessary."
- ___ 38. Ethical reasoning is the process through which an individual rationalizes whatever action he or she chooses to take.
- ___ 39. The UCC does *not* impose different standards on merchants than it imposes on consumers.

- _____ 40. Remedies that an innocent party can seek on the breach of a contract include rescission.
- _____ 41. 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*.
- _____ 42. A *lessor* is one who sells the right to the possession and use of goods under a lease.
- _____ 43. Misrepresentation of a material fact cannot occur through words alone.
- _____ 44. In contract law, "consideration" refers to the courtesy that one party shows another in negotiating a deal.
- _____ 45. On the breach of a contract for a sale of land, the usual remedy is specific performance.
- _____ 46. How a business owner or manager behaves may indicate to employees and others that unethical behavior will be tolerated.
- _____ 47. A contract for the sale of stock is subject to Article 2.
- _____ 48. Specific performance is the remedy customarily used when there is no actual contract or agreement between two parties.
- _____ 49. A liquidated damages clause is enforceable when damages are going to be difficult to determine.
- _____ 50. Defamation involves wrongfully hurting a person's good reputation.
- _____ 51. A patent applicant must demonstrate that the invention, discovery, or design is commercially practicable to receive a patent.
- _____ 52. Slander involves the oral communication of defamatory language.
- _____ 53. Publishing false information about another's product is trade libel.
- _____ 54. Duty-based ethics may be based on religious precepts or philosophical reasoning.
- _____ 55. An accord and satisfaction requires that the amount of a debt must not be in dispute.
- _____ 56. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- _____ 57. The doctrine of *res ipsa loquitur* applies if an event causing harm does not normally occur in the absence of negligence.
- _____ 58. In early neutral case evaluation, a third party's evaluation of each party's strengths and weaknesses forms the basis for negotiating a settlement.
- _____ 59. An oral contract for specially manufactured goods is *not* enforceable under the UCC.
- _____ 60. An executory contract is one that has been fully performed.

- _____ 61. A criminal suspect does *not* have a right to remain silent.
- _____ 62. Under the UCC, a sale occurs when title passes from a seller to a buyer for a price.

Multiple Choice

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

- _____ 63. 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.
 - duty-based ethics.
 - rights-based ethics.
 - utilitarian ethics.
- _____ 64. 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.
- _____ 65. 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.
- _____ 66. 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 manual only.
 - the net only.
 - the name only.
- _____ 67. 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 express contract.
 - an implied-in-fact contract.
 - a quasi contract.
- _____ 68. 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
- the parties' cell phone numbers or e-mail addresses.
 - a correct title, such as "Purchase Order" or "Sales Invoice."
 - a date, such "September 9, 2009" or "09/09/09."
 - a quantity term, such as "50 pallets" or "100 cartloads."

- _____ 69. 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.
- _____ 70. 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 appellant.
 - the plaintiff.
 - the defendant.
- _____ 71. *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.
 - determine a reasonable price.
 - impose the lowest market price.
 - return the parties to the positions they held before the contract.
- _____ 72. 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
- Cody only.
 - neither party.
 - either party.
 - Debora only.
- _____ 73. Transnational Corporation and United Shipping, Inc., agree to a contract that includes an arbitration clause. If a dispute arises, a court having jurisdiction may
- order a party to submit to arbitration.
 - order a party to bring the dispute to court.
 - monitor any arbitration until it concludes.
 - order an arbitrator to rule in a particular way.
- _____ 74. Eastside Warehouse offers to sell a forklift to Forest Lumber Company, but it is stolen before Forest accepts. Eastside must obtain
- nothing for Forest, because the theft terminated the offer.
 - a forklift for Forest, if it wants one.
 - nothing for Forest, because that would extend the time of the offer.
 - a forklift for Forest, if Eastside's insurance covers the loss.
- _____ 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
- Rite Tool asserts that there is adequate consideration.
 - the consideration is worth more than \$100.
 - it is obvious that the consideration is adequate.
 - something of value passed between the parties.

- _____ 76. 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 jurisdiction.
 - is a more convenient location to hold the trial.
 - has a sufficient stake in the matter.
 - has sufficient minimum contacts with the parties.
- _____ 77. 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
- 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.
 - in almost all cases.

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.

- _____ 78. 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.
- _____ 79. 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.
- _____ 80. 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.
 - not a contract.
 - an implied-in-law contract.
 - an express contract only.
- _____ 81. 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
- opinion.
 - delusion.
 - illusion.
 - fact.

- _____ 82. 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.
 - an ethical duty beyond those duties mandated by law.
 - a legal duty beyond those duties mandated by ethics.
- _____ 83. 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.
 - an unconstitutional restriction of speech.
 - necessary to protect national interests.
 - constitutional under the First Amendment.
- _____ 84. 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.
 - in violation of Nobby's rights under the First Amendment.
 - reasonably in the circumstances and under the law.
 - reasonably in citing Nobby but not in issuing the rule.
- _____ 85. 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 *plus* the income Mai would have received from Nate.
 - Mai's salary *less* the income Mai would have received from Nate.
 - nothing.
- _____ 86. 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
- statutes enacted by the state legislature.
 - all law that affects a business's operation.
 - ordinances enacted by county board and the city council.
 - decisions, orders, and rules of the FTC.
- _____ 87. Applied Services, Inc., contracts with Bankers Corporation, which breaches their contract. Applied has several remedies available. Under the common law, Applied must
- allow the remedies to cumulate.
 - elect which remedy to pursue.
 - permit Bankers to choose a remedy.
 - accept a double recovery.

- _____ 88. 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 Fiesta's requirements.
 - enforce the agreement to the extent of a reasonable quantity.
 - not enforce the agreement.
 - enforce the agreement to the extent of Global's output of coffee beans.
- _____ 89. 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.
 - obscene speech only.
 - unreasonable searches only.
 - implication of others only.
- _____ 90. 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
- establish, in the absence of a loss, that a party acted wrongfully.
 - pay for harm caused by special circumstances beyond a contract.
 - compensate a nonbreaching party for the loss of a bargain.
 - penalize a breaching party.

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.

- _____ 91. 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 party is unsatisfied with the result.
 - a question of state law remains unresolved.
 - a federal question is involved.
 - the state trial and appellate court rulings are different.
- _____ 92. 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
- product liability.
 - constitutional law.
 - ethics.
 - negligence.
- _____ 93. 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 is under twenty-one years of age.
 - Rally intentionally deceived Sophie.
 - Sophie does not know anything about cars.
 - Rally made statements that were obviously exaggerated.

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.

- _____ 94. Refer to Fact Pattern 8-2. If, as Brad claims, the consideration in this problem is inadequate, it may indicate a lack of
- accord in Brad's satisfaction with the value of the deal.
 - "heft," "substance," or "weight" in the terms of the contract.
 - bargained-for exchange or mutual assent.
 - flexibility on the part of College Credit to accommodate Brad's needs.
- _____ 95. 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.
- _____ 96. 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 after accepting a final shipment.
 - not cancel the contract.
 - cancel the contract immediately.
 - cancel the contract only on reasonable notice.
- _____ 97. 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.
 - a religious rule.
 - the categorical imperative.

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.

- _____ 98. 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.
- _____ 99. 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
- fully enforceable because it is for specially made goods.
 - not enforceable.
 - enforceable to the extent of \$400.
 - fully enforceable because it is oral.

- ____ 100. 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.
 - \$4,500.
 - nothing.
- ____ 101. The River City Council, the Santa Clara County Board, the Texas state legislature, and the U.S. Congress enact laws. These laws constitute
- case law.
 - administrative law.
 - statutory law.
 - stare decisis*.
- ____ 102. 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 an illusory promise.
 - unenforceable.
 - enforceable because it is supported by past consideration.
- ____ 103. 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.
- ____ 104. 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.
 - Masterwork did not voluntarily confer a benefit on NEC.
 - Masterwork and NEC have an enforceable contract.
 - NEC is in a better financial position than Masterwork.
- ____ 105. 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 restitution.
 - an emancipation.
 - a disaffirmance.
 - a ratification.
- ____ 106. 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.

- ____ 107. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal intent.
 - a criminal act.
 - the use of force or fear.
 - taking property from its owner.
- ____ 108. 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
- promising to ship or promptly shipping the cement.
 - promptly shipping the cement only.
 - promising to ship the cement only.
 - doing nothing.

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.

- ____ 109. Refer to Fact Pattern 2-1. If Nancy files a motion to dismiss, she may be asserting that
- Mack did not state a claim for which relief can be granted.
 - Mack's statement of the *facts* is not true.
 - Mack's statement of the *law* is not true.
 - Nancy suffered greater harm than Mack.
- ____ 110. 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 plaintiff wants to seek.
 - any relief that a court wants to provide.
 - any relief that a defendant wants to concede.
 - some forms of relief.
- ____ 111. 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
- incidental damages only.
 - \$0.
 - \$1,500 plus incidental damages.
 - \$1,500 only.
- ____ 112. 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.
- ____ 113. 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 but not seek damages.
 - enforce the contract and seek damages.
 - neither enforce the contract nor seek damages.
 - seek damages but not enforce the contract.

- ____ 114. Giles and Hubie enter into a sales contract. With respect to the specific contractual provisions set out in the UCC, Giles and Hubie may
- not agree to different terms.
 - agree to whatever terms they wish.
 - agree to different terms only to a reasonable extent.
 - agree to different terms unless they "get caught."
- ____ 115. 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 irrelevant response.
 - a counterclaim.
 - an affirmative defense.
- ____ 116. 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.
 - nothing.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
- ____ 117. In a suit against Kathy, Lon obtains specific performance. This is
- not a remedy.
 - a remedy at law only.
 - an equitable remedy only.
 - an equitable remedy and a remedy at law.
- ____ 118. 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
- court-ordered arbitration.
 - a summary jury trial.
 - a mini-trial.
 - early neutral case evaluation.
- ____ 119. 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.
 - running a full-page ad in the paper and a thirty-second commercial on the local station.
 - placing a notice in the "Legal Announcements" section of the paper.
 - any of the choices.
- ____ 120. 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!
 - voidable at the option of Lou or Mike.
 - void.
 - enforceable.

- ____ 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
- the costs needed to complete construction.
 - the contract price less costs of materials and labor.
 - profits plus the costs incurred up to the time of the breach.
 - the contract price.
- ____ 122. 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.
 - nothing.
 - the Double-R Ranch.
 - the cost of any ranch that would suit him.
- ____ 123. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- the computer time or the use of the phones.
 - the computer time only.
 - neither the computer time nor the use of the phones.
 - the use of the phones only.
- ____ 124. 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.
- ____ 125. Emergent Power Corporation regularly expresses opinions on political issues. Under the First Amendment, corporate political speech is given
- total protection.
 - little protection.
 - no protection.
 - significant protection.
- ____ 126. Household Furnishings, Inc., distributes its merchandise on an interstate basis. Under the commerce clause, Congress has the power to regulate
- only activities that are not in commerce.
 - only activities that are in local commerce.
 - only activities that are in *intrastate* commerce.
 - any commercial activity in the United States that substantially affects interstate commerce.
- ____ 127. The process behind the production of "Fast Pace," a racecar video game, is protected by
- trademark law.
 - copyright law.
 - trade secrets law.
 - patent law.

- _____ 128. 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.
- _____ 129. 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 unanimous opinion.
 - a concurring opinion.
 - a minority opinion.
- _____ 130. 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.

Bus 241 - Spring 2010 - Final Exam Answer Section

TRUE/FALSE

1. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: N LOC: AICPA Legal
2. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 204 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 208 OBJ: TYPE: N LOC: AICPA Legal
4. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 242 OBJ: TYPE: = LOC: AICPA Legal
5. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: + LOC: AICPA Legal
6. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 189 OBJ: TYPE: = LOC: AICPA Legal
8. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 278 OBJ: TYPE: = LOC: AICPA Legal
10. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 187 OBJ: TYPE: = LOC: AICPA Legal
11. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 214 OBJ: TYPE: N LOC: AICPA Legal
12. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 129 OBJ: TYPE: = LOC: AICPA Legal
13. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 244 OBJ: TYPE: = LOC: AICPA Legal
14. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 186 OBJ: TYPE: = LOC: AICPA Legal
15. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 153 OBJ: TYPE: N LOC: AICPA Legal
16. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 215 OBJ: TYPE: N LOC: AICPA Legal
17. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 176 OBJ: TYPE: N LOC: AICPA Legal
18. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 275 OBJ: TYPE: + LOC: AICPA Legal
19. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 35 OBJ: TYPE: + LOC: AICPA Legal
20. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 156 OBJ: TYPE: = LOC: AICPA Legal
21. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 244 OBJ: TYPE: = LOC: AICPA Legal

22.	ANS: T	PTS: 1	REF: 115	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
23.	ANS: F	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
24.	ANS: T	PTS: 1	REF: 245	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
25.	ANS: T	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
26.	ANS: T	PTS: 1	REF: 281	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
27.	ANS: F	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
28.	ANS: F	PTS: 1	REF: 36	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
29.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
30.	ANS: T	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
31.	ANS: T	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
32.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 4	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: T	PTS: 1	REF: 130	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
36.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
37.	ANS: F	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
38.	ANS: F	PTS: 1	REF: 64	OBJ: TYPE: N
	NAT: AACSB Ethics		LOC: AICPA Critical Thinking	
39.	ANS: F	PTS: 1	REF: 273	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
40.	ANS: T	PTS: 1	REF: 242	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
41.	ANS: F	PTS: 1	REF: 24	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
42.	ANS: T	PTS: 1	REF: 275	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: F	PTS: 1	REF: 206	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
44.	ANS: F	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
45.	ANS: T	PTS: 1	REF: 243	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

46. ANS: T PTS: 1 NAT: AACSB Ethics	REF: 62 OBJ: TYPE: N LOC: AICPA Risk Analysis
47. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 273 OBJ: TYPE: N LOC: AICPA Legal
48. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 246 OBJ: TYPE: N LOC: AICPA Legal
49. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 245 OBJ: TYPE: = LOC: AICPA Legal
50. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 83 OBJ: TYPE: + LOC: AICPA Legal
51. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 108 OBJ: TYPE: = LOC: AICPA Legal
52. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 83 OBJ: TYPE: N LOC: AICPA Legal
53. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 89 OBJ: TYPE: = LOC: AICPA Legal
54. ANS: T PTS: 1 NAT: AACSB Ethics	REF: 64 OBJ: TYPE: = LOC: AICPA Critical Thinking
55. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 178 OBJ: TYPE: N LOC: AICPA Legal
56. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 104 OBJ: TYPE: + LOC: AICPA Legal
57. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 93 OBJ: TYPE: N LOC: AICPA Legal
58. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 52 OBJ: TYPE: N LOC: AICPA Critical Thinking
59. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 281 OBJ: TYPE: + LOC: AICPA Legal
60. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 157 OBJ: TYPE: + LOC: AICPA Legal
61. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 138 OBJ: TYPE: N LOC: AICPA Legal
62. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 273 OBJ: TYPE: = LOC: AICPA Legal

MULTIPLE CHOICE

63. ANS: D PTS: 1 NAT: AACSB Reflective	REF: 65 OBJ: TYPE: = LOC: AICPA Risk Analysis
64. ANS: C PTS: 1 NAT: AACSB Reflective	REF: 89 OBJ: TYPE: + LOC: AICPA Legal
65. ANS: C PTS: 1 NAT: AACSB Reflective	REF: 86 OBJ: TYPE: N LOC: AICPA Legal
66. ANS: B PTS: 1 NAT: AACSB Reflective	REF: 110 OBJ: TYPE: = LOC: AICPA Legal
67. ANS: B PTS: 1 NAT: AACSB Reflective	REF: 156 OBJ: TYPE: N LOC: AICPA Legal

68.	ANS: D	PTS: 1	REF: 213	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: A	PTS: 1	REF: 104	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: B	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: B	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: C	PTS: 1	REF: 209	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: A	PTS: 1	REF: 51	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: A	PTS: 1	REF: 175	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: D	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: B	PTS: 1	REF: 38	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: B	PTS: 1	REF: 244	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: D	PTS: 1	REF: 215	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: C	PTS: 1	REF: 284	OBJ: TYPE: N
	NAT: AACSB Communication		LOC: AICPA Legal	
80.	ANS: A	PTS: 1	REF: 156	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: D	PTS: 1	REF: 87	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: C	PTS: 1	REF: 67	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
83.	ANS: B	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: C	PTS: 1	REF: 31	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Research	
85.	ANS: C	PTS: 1	REF: 244	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: D	PTS: 1	REF: 5	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
88.	ANS: C	PTS: 1	REF: 277	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: C	PTS: 1	REF: 12	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: C	PTS: 1	REF: 242	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
91.	ANS: C	PTS: 1	REF: 48	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

92.	ANS: A	PTS: 1	REF: 94	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
93.	ANS: B	PTS: 1	REF: 207	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: C	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: B	PTS: 1	REF: 280	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: B	PTS: 1	REF: 64	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
98.	ANS: A	PTS: 1	REF: 204	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: C	PTS: 1	REF: 283	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: B	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
101.	ANS: C	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
102.	ANS: C	PTS: 1	REF: 176	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
103.	ANS: C	PTS: 1	REF: 158	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
104.	ANS: B	PTS: 1	REF: 248	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
105.	ANS: D	PTS: 1	REF: 187	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
106.	ANS: B	PTS: 1	REF: 250	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
107.	ANS: C	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
108.	ANS: A	PTS: 1	REF: 278	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
109.	ANS: A	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
110.	ANS: D	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
111.	ANS: C	PTS: 1	REF: 243	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
112.	ANS: A	PTS: 1	REF: 4	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
113.	ANS: B	PTS: 1	REF: 205	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
114.	ANS: B	PTS: 1	REF: 276	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
115.	ANS: C	PTS: 1	REF: 42	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

116.	ANS: C	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
117.	ANS: C	PTS: 1	REF: 9	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
118.	ANS: B	PTS: 1	REF: 52	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
119.	ANS: B	PTS: 1	REF: 171	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
120.	ANS: C	PTS: 1	REF: 195	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
121.	ANS: A	PTS: 1	REF: 243	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
122.	ANS: C	PTS: 1	REF: 246	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
123.	ANS: A	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
124.	ANS: D	PTS: 1	REF: 87	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
125.	ANS: D	PTS: 1	REF: 14	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
126.	ANS: D	PTS: 1	REF: 10	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
127.	ANS: C	PTS: 1	REF: 115	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
128.	ANS: D	PTS: 1	REF: 208	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
129.	ANS: A	PTS: 1	REF: 30	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Research	
130.	ANS: C	PTS: 1	REF: 178	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

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

B 76.

 C 82.

 C 88.

 B 100.

 B 77.

 B 83.

 C 89.

 C 94.

 C 101.

 D 95.

 C 90.

 C 84.

 C 102.

 D 78.

 B 96.

 C 103.

 C 85.

 C 79.

 C 91.

 B 97.

 B 104.

 D 86.

 A 80.

 A 92.

 D 105.

 D 81.

 B 87.

 A 98.

 B 93.

 B 106.

 C 99.

C 107. B 114. A 121. D 128.

 A 108. C 115. C 122. A 129.

 C 116. A 123. C 130.

 A 109.

 C 117. D 124.

 D 110.

 B 118. D 125.

 C 111.

 B 119. D 126.

 A 112.

 C 120. C 127.

 B 113.

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	A	B
TF	1	33
TF	2	47
TF	3	2
TF	4	35
TF	5	38
TF	6	20
TF	7	41
TF	8	53
TF	9	32
TF	10	55
TF	11	62
TF	12	57
TF	13	51
TF	14	28
TF	15	9
TF	16	29
TF	17	5
TF	18	58
TF	19	50
TF	20	10
TF	21	43
TF	22	44
TF	23	1
TF	24	21
TF	25	30
TF	26	14
TF	27	17
TF	28	24
TF	29	11
TF	30	46
TF	31	54
TF	32	40
TF	33	4
TF	34	42
TF	35	45
TF	36	25
TF	37	19
TF	38	12
TF	39	3
TF	40	36
TF	41	13
TF	42	48
TF	43	52
TF	44	7
TF	45	8
TF	46	60
TF	47	16
TF	48	49
TF	49	31
TF	50	6
TF	51	61

	A	B
TF	52	56
TF	53	59
TF	54	37
TF	55	23
TF	56	26
TF	57	27
TF	58	15
TF	59	18
TF	60	39
TF	61	34
TF	62	22
MC	63	120
MC	64	85
MC	65	129
MC	66	77
MC	67	83
MC	68	103
MC	69	71
MC	70	67
MC	71	106
MC	72	68
MC	73	130
MC	74	81
MC	75	69
MC	76	105
MC	77	127
MC	78	75
MC	79	107
MC	80	91
MC	81	78
MC	82	124
MC	83	89
MC	84	125
MC	85	88
MC	86	123
MC	87	92
MC	88	101
MC	89	66
MC	90	98
MC	91	126
MC	92	97
MC	93	117
MC	94	72
MC	95	80
MC	96	114
MC	97	74
MC	98	115
MC	99	96
MC	100	93
MC	101	63
MC	102	108

	A	B
MC	103	73
MC	104	65
MC	105	79
MC	106	99
MC	107	116
MC	108	102
MC	109	112
MC	110	76
MC	111	118
MC	112	100
MC	113	70
MC	114	86
MC	115	94
MC	116	90
MC	117	119
MC	118	84
MC	119	109
MC	120	113
MC	121	121
MC	122	128
MC	123	110
MC	124	122
MC	125	111
MC	126	64
MC	127	82
MC	128	95
MC	129	104
MC	130	87