

Bus 241 - Spring 2012 -- - Final Exam

You have 120 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. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 160 questions to this exam -- 80 True False, and 80 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, AND "3" for version C. 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. An illusory promise is a promise that is enforceable without consideration.
- _____ 2. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.
- _____ 3. Business ethics focuses on ethical behavior in the business world.
- _____ 4. Remedies in equity include injunctions and decrees of specific performance.
- _____ 5. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- _____ 6. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 7. The purpose of the doctrine of election of remedies is to permit double recovery.
- _____ 8. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- _____ 9. In an employment contract, a covenant not to compete can be enforceable.
- _____ 10. A contract to do something that is prohibited by statutory law is void.
- _____ 11. The Constitution expressly excludes state regulation of commerce.
- _____ 12. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- _____ 13. Thinking about killing someone constitutes the crime of attempted murder.
- _____ 14. The United States Supreme Court has original jurisdiction in rare instances.
- _____ 15. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- _____ 16. It is possible to copyright an idea.

Name: _____

ID: A

- _____ 17. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- _____ 18. An artisan's lien is a defense to a charge of trespass to personal property.
- _____ 19. No offer may be revoked before it is accepted.
- _____ 20. An *unauthorized* scan of a bank account can be an invasion of privacy.
- _____ 21. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- _____ 22. The measure of damages for breach of a construction contract depends on which party breaches and when.
- _____ 23. A contract is void if one of the parties was intoxicated at the time of its formation.
- _____ 24. The minimal acceptable standard for ethical behavior is compliance with the law.
- _____ 25. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.
- _____ 26. Picking pockets is not robbery.
- _____ 27. Under the theory of negligence, the duty of care requires an *intentional* act.
- _____ 28. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- _____ 29. A contract must be in writing to be enforceable if performance is impossible within one year.
- _____ 30. To rescind a contract for fraud, a plaintiff must prove an injury.
- _____ 31. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- _____ 32. A party's oral agreement to pay another's debt is never enforceable.
- _____ 33. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- _____ 34. In some states, lawyers are not allowed to represent people in small claims courts.
- _____ 35. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- _____ 36. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- _____ 37. For consideration to have "legally sufficient value," it must consist of goods or money.

- ___ 38. When a statute protects a certain class of people, a member of that class cannot enforce an otherwise illegal contract.
- ___ 39. There are no state statutes regulating the use of spam.
- ___ 40. Changing a trademark is forgery.
- ___ 41. Business ethics is consistent only with short-run profit maximization.
- ___ 42. An agreement is evidenced by a single event: an offer.
- ___ 43. The First Amendment does not protect corporate political speech.
- ___ 44. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- ___ 45. Misrepresentation of a material fact cannot occur through words alone.
- ___ 46. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 47. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 48. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 49. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 50. An offeror must have a serious intention to become bound by the offer.
- ___ 51. A person who commits larceny can be sued under tort law.
- ___ 52. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 53. Most parties settle their lawsuits for damages or other remedies prior to trial.
- ___ 54. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 55. Congress can regulate all commerce in the United States.
- ___ 56. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- ___ 57. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 58. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.

- _____ 59. *Venue* is the term for the subject matter of a case.
- _____ 60. Restricting the bonuses that are paid to executives is unethical.
- _____ 61. Causation in fact can be determined by use of the *but for* test.
- _____ 62. Damages are designed to punish a breaching party and deter others from similar conduct.
- _____ 63. An arbitrary use of ordinary words may *not* be trademarked.
- _____ 64. A contract involving property of any kind must be in writing to be enforceable.
- _____ 65. A federal case typically originates in a state court.
- _____ 66. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- _____ 67. A statement of opinion is generally subject to a claim of fraud.
- _____ 68. Parents are required by law to provide necessities for their minor children.
- _____ 69. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- _____ 70. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- _____ 71. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- _____ 72. A motion for summary judgment may be made before, during, or after a trial.
- _____ 73. Disparagement of property is another term for appropriation.
- _____ 74. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 75. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- _____ 76. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- _____ 77. Article 2A of the UCC does *not* cover subleases of goods.
- _____ 78. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- _____ 79. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.

_____ 80. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.

Multiple Choice

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

- _____ 81. Enterprising Markets Coalition (EMC), a political lobbying group, wants a certain policy enacted into law. If EMC's policy conflicts with the U.S. Constitution, a law embodying it can be imposed by
- a federal court.
 - a state legislature.
 - Congress.
 - none of the choices.
- _____ 82. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- entitled to another horse of equivalent value.
 - required to pay because she assumed the risk the horse might die.
 - not required to pay due to the *unilateral* mistake.
 - not required to pay due to the *mutual* mistake.
- _____ 83. Lester and Myrtle want to rescind their contract under which Lester sold an MP3 player for \$40. To rescind the contract
- Lester must return the \$40 only.
 - the parties can keep the "benefits" of their bargain.
 - Lester must return the \$40 and Myrtle must return the player.
 - Myrtle must return the player only.
- _____ 84. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- provide Fidelio with funds for a foreseeable loss beyond the contract.
 - provide Fidelio with funds for its loss of the bargain.
 - establish, as a matter of principle, that Equi acted wrongfully.
 - punish Equi and set an example to deter others from similar acts.
- _____ 85. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties have equal bargaining power.
 - not enforceable.
 - enforceable if the other parties consent to it.
 - enforceable if the other parties are protected from liability.
- _____ 86. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under no circumstances.
 - under any circumstances.
 - only if Lyle is injured.
 - only if Lyle is not injured.

- _____ 87. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a mini-trial.
 - early neutral case evaluation.
 - court-ordered arbitration.
 - a summary jury trial.
- _____ 88. Berkie's bicycle is damaged in an accident caused by Imogene. Berkie agrees not to sue Imogene if she will pay for the damage. If she fails to pay, Berkie can bring an action for breach of contract. This is
- a covenant not to sue.
 - a release.
 - an illusory promise.
 - an accord and satisfaction.
- _____ 89. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- the identity of the poster.
 - damages.
 - an apology.
 - none of the choices.
- _____ 90. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- rescission.
 - specific performance.
 - reformation.
 - damages.
- _____ 91. Crosby believes that he and Dakota agreed he would act as her personal sports trainer for seven workout sessions. In a later dispute, the existence of any contract can be judged by
- what the plaintiff claims was the parties' intent.
 - what the defendant claims was the parties' intent.
 - what the parties agree they intended.
 - the parties' statements at the time of their alleged contract.
- _____ 92. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the dealings between the parties before the suit.
 - the conduct of the witnesses during the trial.
 - the credibility of the evidence that Mariah presented.
 - the law that applied to the issues in the case.
- _____ 93. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- unethical but not illegal.
 - legal and ethical.
 - illegal and unethical.
 - illegal but not unethical.

- _____ 94. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- Main Street.
 - Thumb Grippers.
 - any party.
 - Steve.
- _____ 95. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- a quasi contract.
 - an express contract.
 - an executed contract.
 - an implied contract.
- _____ 96. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- damages only.
 - fines or imprisonment only.
 - damages, fines, or imprisonment.
 - nothing.

Fact Pattern 2-1A

Java Cafes, Inc., and Kaffe Import Corporation dispute a term in their contract.

- _____ 97. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the process is not adversarial.
 - the resolution of the dispute will be decided an expert.
 - the dispute will eventually go to trial.
 - the case will be heard by a mini-jury.
- _____ 98. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- conciliation.
 - intervention.
 - arbitration.
 - mediation.
- _____ 99. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
 - a felony if it is committed for a commercial purpose.
 - not a crime.
 - a crime, but not a felony.
- _____ 100. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- specific performance of the deal.
 - damages representing restitution.
 - an amount in a quasi-contractual recovery.
 - nothing more.

- ____ 101. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use is intentional.
 - Garland does not have Ian's permission.
 - consumers are confused.
 - Garland's use reproduces Ian's chapter exactly.
- ____ 102. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
- any relevant extrinsic evidence.
 - the later testimony of the parties.
 - the face of the instrument.
 - any available evidence.

Fact Pattern 14-1A

Linea, an employee of Hard Labor Industries (HLI), is injured in a work-related accident. Based on the diagnosis of Newt, a doctor, Linea accepts \$50,000 from HLI and waives the right to future claims. Newt's diagnosis later proves to have been wrong.

- ____ 103. Refer to Fact Pattern 14-1A. Most likely, Linea may
- obtain damages from HLI.
 - recover nothing.
 - set aside the settlement with HLI.
 - obtain damages from Newt.
- ____ 104. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- an expert's puffery.
 - a mistake of fact.
 - negligent misrepresentation.
 - innocent misrepresentation.
- ____ 105. Ric designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Ric could obtain patent protection for
- the hard drive, the name, and the operating manual.
 - the name only.
 - the hard drive only.
 - the operating manual only.
- ____ 106. Even-Flo Hydraulics enters into a contract to repair valves and fittings in Fiesta Company's plant. If Even-Flo breaches the contract, Fiesta can
- do nothing but temporarily suspend operations and wait.
 - sue Even-Flo for damages.
 - file a criminal complaint against Even-Flo.
 - do nothing but make a deal with a different service provider.
- ____ 107. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- void as a matter of law.
 - void unless it is also signed by Ed, the manager of Dine & Drink.
 - valid but may not be disaffirmed.
 - valid but may be disaffirmed.

- _____ 108. At Parkside Bistro, Ogden believes that he was overcharged and shoves Nellie, the waiter. Nellie sues Ogden, alleging that the shove was a battery. Ogden is liable
- a. if Parkside did not overcharge Ogden.
 - b. under no circumstances—the shove was not a battery.
 - c. if the shove was offensive.
 - d. if Ogden acted out of malice.

Fact Pattern 9-1A

Minka uses her computer to secretly install software on hundreds of personal computers without their owners' knowledge.

- _____ 109. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a. a bot.
 - b. a botnet.
 - c. a hacker.
 - d. a worm.
- _____ 110. Kirk Custodial Service and Green Energy Company enter into an oral contract under which Kirk agrees to provide custodial service for Green's facilities for two years. This contract is enforceable by
- a. Green.
 - b. any interested third party, such as a janitorial supplies provider.
 - c. Kirk.
 - d. none of the choices.
- _____ 111. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- a. impose uniform laws on the states.
 - b. perform specific government functions.
 - c. standardize laws for the executive and judicial branches.
 - d. act as liaisons between federal and state governments.
- _____ 112. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- a. trademark infringement.
 - b. copyright infringement.
 - c. patent infringement.
 - d. none of the choices.
- _____ 113. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- a. federal courts have exclusive jurisdiction.
 - b. state courts have exclusive jurisdiction.
 - c. no court has jurisdiction.
 - d. federal and state courts have concurrent jurisdiction.

Fact Pattern 3-3A

Liz files a suit against Moe in a state court. The case proceeds to trial, after which the court renders a verdict.

- ____ 114. Refer to Fact Pattern 3-3A. If Moe appeals to, and files a brief with, a state appellate court, Liz's attorney may file within a prescribed period of time
- an answering brief.
 - a responding motion for judgment on the brief.
 - a request for a deposition.
 - an advisory interrogatory.
- ____ 115. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great NASCAR Drivers* without his permission. Ellen's use of the chapter is actionable
- only if Ellen and Frank are competitors.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - only if consumers are confused.
- ____ 116. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- the loss of profit from the canceled game.
 - the cost of new turf.
 - the difference between Damon's price and the actual cost of repair.
 - nothing.
- ____ 117. Via the Internet, Rocky sabotages the computer system of Quik Chik'n Company, a food manufacturer, with the purpose of altering the levels of ingredients of the company's products so that consumers of the food become ill. Rocky is
- a botnet.
 - a cyberterrorist.
 - a virus.
 - a worm.
- ____ 118. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- res ipsa loquitur*.
 - a Good Samaritan statutes.
 - negligence *per se*.
 - the "danger invites rescue" doctrine.
- ____ 119. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
 - Canada only.
 - Canada and the United States only.
 - none of the choices.

- ____ 120. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a state court to exercise appellate jurisdiction.
 - no court to exercise jurisdiction.
 - the United States Supreme Court to refuse jurisdiction.
 - a federal court to exercise original jurisdiction.
- ____ 121. Joy invites Ken into her apartment. Ken commits trespass to land if he
- enters the apartment with fraudulent intent.
 - makes disparaging remarks about Joy to others.
 - refuses to leave when Joy asks him to go.
 - harms the apartment in any way.
- ____ 122. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex's use is for a commercial purpose.
 - Lex distributes the copies freely to the public.
 - Lex copies the entire work.
 - Lex's use has no effect on the market for Mina's work.
- ____ 123. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- no one.
 - Marvin.
 - the state.
 - Nicole.
- ____ 124. Jen questions whether there is consideration for her contract with Isaac to exchange her catering services for his payment of a certain amount. To constitute consideration, the value of whatever is exchanged must be
- grossly inadequate.
 - objectively worthy.
 - legally sufficient.
 - practically sound.
- ____ 125. Beth is injured in a car accident and sues Cash, alleging negligence. Cash claims that Beth was driving more carelessly than he was. Comparative negligence may reduce Beth's recovery
- only if Beth was less at fault than Cash.
 - only if Beth was as equally at fault as Cash.
 - only if Beth was more at fault than Cash.
 - even if Beth was only slightly at fault.
- ____ 126. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- the preliminary terms.
 - the qualitative terms.
 - every term.
 - the essential terms.

- ____ 127. Deleon trespasses on Capital Corporation's property. Through the use of reasonable force, Capital's security guard Brenda detains Deleon until the police arrive. Capital is most likely liable for
- false imprisonment.
 - abuse of process.
 - trespass to personal dignity.
 - none of the choices.
- ____ 128. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- resolved only after a trial ends.
 - dismissed only after a trial begins.
 - settled only during a trial.
 - dismissed or settled at this point.
- ____ 129. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- relet the premises to recover damages from Ray.
 - avoid reletting the premises to recover damages from Ray.
 - sell the premises to recover damages from Ray.
 - make reasonable efforts to relet the premises to mitigate damages.
- ____ 130. Edie is injured when she is struck by debris from an explosion at Finest Fireworks Factory. The rule that harm must be foreseeable to constitute the proximate cause of an injury under a negligence theory was established in
- Palsgraf v. Long Island Railroad Co.*
 - Edie v. Finest Fireworks Factory.*
 - Rylands v. Fletcher.*
 - Congress.
- ____ 131. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the wholesale value of the groceries.
 - nothing.
 - the reasonable value of the groceries.
 - the retail value of the groceries.
- ____ 132. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- only if Kris is injured.
 - under no circumstances.
 - regardless of the consequences to Kris.
 - only if Kris is not injured.
- ____ 133. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- the parties' intent.
 - Phil's rate of pay.
 - the duration of the work.
 - Vacation Resorts's facilities.

- ____ 134. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- promise only.
 - performance of a particular act only.
 - prudent awareness only.
 - payment of money only.
- ____ 135. Xtreme Publications, Inc., disseminates obscene materials. This is
- a crime under numerous state and federal statutes.
 - a right under the commerce clause.
 - a right under the First Amendment.
 - a privilege under Article IV, Section 2.
- ____ 136. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- certiorari*.
 - sufficient minimum contacts.
 - jurisdiction.
 - standing.
- ____ 137. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- unenforceable because it is not supported by consideration.
 - enforceable.
 - unenforceable because the dollar amount is missing.
 - unenforceable because the employees are paid salaries.
- ____ 138. Diaz and Cuzco enter an express contract for the construction of a warehouse. Express contract terms are given, in relation to the parties' course of performance,
- the same priority.
 - more priority.
 - less priority.
 - no priority.
- ____ 139. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
 - substantive due process.
 - equal protection of the law.
 - privacy.
- ____ 140. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- one group as opposed to another.
 - the firm's competitors.
 - the government.
 - the U.S. Chamber of Commerce.

- _____ 141. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- nothing.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
 - better treatment than Kawa.
- _____ 142. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$17,000.
 - \$0.
 - \$15,000.
 - \$2,000.
- _____ 143. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- a trial is being held.
 - the subject matter of the case involves complex facts.
 - the parties question how the law applies to their dispute.
 - the court is appealing.
- _____ 144. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the manufacturer of the laptop.
 - any third party who overheard the parties making the agreement.
 - the seller or the buyer.
 - none of the choices.
- _____ 145. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- constitutional under the First Amendment.
 - unconstitutional under the First Amendment.
 - not subject to the U.S. Constitution.
 - unconstitutional under the commerce clause.
- _____ 146. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- trade secrets law.
 - trademark law.
 - patent law.
 - copyright law.

- _____ 147. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- privacy between the litigants and publicity in the judgment.
 - equality and fairness in adjudication.
 - notice and an opportunity to respond.
 - space to fill in important information and time in which to do it.
- _____ 148. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- "downloading" from the state.
 - "uploading" to the state.
 - not connected with the state.
 - a "substantial enough" connection with the state.
- _____ 149. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a liquidated damages clause.
 - a penalty clause.
 - a mitigation of damages clause.
 - a nominal damages clause.
- _____ 150. In a suit against Evan, Floyd obtains an *injunction*. This is
- an order to do or to refrain from doing a particular act.
 - the cancellation of a contract.
 - an order to perform what was promised.
 - a payment of money or property as compensation.
- _____ 151. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- an order to do or to refrain from doing a particular act.
 - a payment of money or property as compensation.
 - an order to perform what was promised.
 - the cancellation of a contract.
- _____ 152. Discount Mart, Inc., is an East Coast-based firm that does business throughout the United States. With respect to this circumstance, the UCC has been adopted by, and applies in,
- all of the states, in whole or in part.
 - most of the states on the Atlantic and Pacific coasts.
 - none of the states, to date.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.
- _____ 153. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- any commercially normal or acceptable means except credit card.
 - cash only.
 - any commercially normal or acceptable means.
 - cash or check only.

- _____ 154. GR*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- a. the duration of the deal.
 - b. the price of the goods.
 - c. the quantity of the goods.
 - d. the shipping arrangements.
- _____ 155. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a. a material alteration of the terms within a reasonable time.
 - b. a promise to ship or a prompt shipment of the cement.
 - c. a prompt shipment of the cement only.
 - d. a shipment of nonconforming goods with a notice of accommodation.
- _____ 156. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- a. mutually agreeing not to commit fraud.
 - b. repeating the terms in a phone call.
 - c. setting out the terms in a memo.
 - d. shaking hands on the deal.

Fact Pattern 19-1B

Fruits & Vegetables, Inc., and Grover's Market enter into a contract for the delivery of locally grown produce. The parties use a standard Fruits & Vegetables form that contains some of the terms the parties agree on but not others. Some of the produce spoils before it can be sold. Grover's refuses to pay for the spoiled goods.

- _____ 157. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- a. fully integrated.
 - b. not fully integrated.
 - c. not supported by consideration.
 - d. a complete and final statement of their agreement.
- _____ 158. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- a. the mirror image rule.
 - b. the principle of fair trade.
 - c. the predominant-factor test.
 - d. the doctrine of unconscionability.
- _____ 159. Rodeo, S.A., which is based in Spain, enters into a contract for the sale of seven hydraulic lifts to Tonnage Shipping Company, which is based in the United States. This contract is governed by
- a. Spanish law.
 - b. the provisions in the laws of both countries that are similar.
 - c. the Uniform Commercial Code.
 - d. the United Nations Convention on Contracts for the International Sale of Goods.

Name: _____

ID: A

- _____ 160. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- a. cancel the contract immediately.
 - b. cancel the contract only after accepting a final shipment.
 - c. cancel the contract only on reasonable notice.
 - d. not cancel the contract.

Bus 241 - Spring 2012 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: F | PTS: 1 | REF: p. 248 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 2. ANS: F | PTS: 1 | REF: p. 127 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 3. ANS: T | PTS: 1 | REF: p. 93 | |
| NAT: AACSB Ethics AICPA Risk Analysis | | | KEY: Test Bank A |
| TYP: = | | | |
| 4. ANS: T | PTS: 1 | REF: p. 7 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 5. ANS: F | PTS: 1 | REF: p. 335 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 6. ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 7. ANS: F | PTS: 1 | REF: p. 343 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 8. ANS: T | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 9. ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 10. ANS: T | PTS: 1 | REF: p. 260 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 11. ANS: F | PTS: 1 | REF: p. 76 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 12. ANS: T | PTS: 1 | REF: p. 28 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 13. ANS: F | PTS: 1 | REF: p. 176 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 14. ANS: T | PTS: 1 | REF: p. 39 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 15. ANS: F | PTS: 1 | REF: p. 186 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 16. ANS: F | PTS: 1 | REF: p. 162 | |
| NAT: AACSB Reflective AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 17. ANS: F | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 18. ANS: T | PTS: 1 | REF: p. 127 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 19. ANS: F | PTS: 1 | REF: p. 210 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |

20.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 122	NAT: AACSB Reflective AICPA Legal
21.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
22.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
23.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
24.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
25.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
26.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
27.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
28.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
29.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
30.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
32.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
33.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
34.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 38	KEY: Test Bank A
35.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
36.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
37.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 243	NAT: AACSB Analytic AICPA Legal
38.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 270	NAT: AACSB Analytic AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 131	NAT: AACSB Analytic AICPA Legal
40.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal
41.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A

42.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
43.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 80	KEY: Test Bank A
44.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic AICPA Legal
45.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
46.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic AICPA Legal
47.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
48.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 295	NAT: AACSB Analytic AICPA Legal
50.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
51.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
52.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 237	NAT: AACSB Analytic AICPA Legal
53.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
54.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
55.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
56.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 168	NAT: AACSB Analytic AICPA Legal
57.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic AICPA Legal
58.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic AICPA Legal
59.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic AICPA Legal
60.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 99	KEY: Test Bank A
61.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 139	KEY: Test Bank A
62.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal

64.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Analytic AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
66.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 233	NAT: AACSB Analytic AICPA Legal
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic AICPA Legal
68.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic AICPA Legal
71.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
72.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic AICPA Legal
74.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
75.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
76.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 359	NAT: AACSB Analytic AICPA Legal
77.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
78.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 362	NAT: AACSB Analytic AICPA Legal
79.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal
80.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

81.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
82.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
83.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
84.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
85.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal

86.	ANS: C	PTS: 1	REF: p. 141	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
87.	ANS: D	PTS: 1	REF: p. 45	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
88.	ANS: A	PTS: 1	REF: p. 249	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
89.	ANS: A	PTS: 1	REF: p. 129	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
90.	ANS: B	PTS: 1	REF: p. 340	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
91.	ANS: D	PTS: 1	REF: p. 207	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
92.	ANS: D	PTS: 1	REF: p. 38	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
93.	ANS: C	PTS: 1	REF: p. 107	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
94.	ANS: D	PTS: 1	REF: p. 292	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
95.	ANS: B	PTS: 1	REF: p. 210	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
96.	ANS: C	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
97.	ANS: A	PTS: 1	REF: p. 41	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
98.	ANS: C	PTS: 1	REF: p. 42	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
99.	ANS: B	PTS: 1	REF: p. 196	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
100.	ANS: D	PTS: 1	REF: p. 343	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
101.	ANS: B	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
102.	ANS: C	PTS: 1	REF: p. 215	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
103.	ANS: C	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
104.	ANS: B	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
105.	ANS: C	PTS: 1	REF: p. 158	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
106.	ANS: B	PTS: 1	REF: p. 334	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
107.	ANS: A	PTS: 1	REF: p. 256	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

108.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
109.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
110.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
111.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
112.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
113.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
114.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
115.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
116.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
117.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
118.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal
119.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
120.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal
121.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
122.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
123.	ANS: B NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
124.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
125.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
126.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
127.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
128.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
129.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
130.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal

131.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
132.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
133.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
134.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
135.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
136.	ANS: D NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
137.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
138.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
139.	ANS: D NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
140.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
141.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
142.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
143.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
144.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
145.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
146.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
147.	ANS: C NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
148.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
149.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
150.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
151.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal

152.	ANS: A	PTS: 1	REF: p. 356	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
153.	ANS: C	PTS: 1	REF: p. 363	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
154.	ANS: C	PTS: 1	REF: p. 363	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
155.	ANS: B	PTS: 1	REF: p. 366	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
156.	ANS: C	PTS: 1	REF: p. 368	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
157.	ANS: B	PTS: 1	REF: p. 370	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
158.	ANS: D	PTS: 1	REF: p. 372	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
159.	ANS: D	PTS: 1	REF: p. 374	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
160.	ANS: D	PTS: 1	REF: p. 367	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

	<u> F </u> 17.	<u> F </u> 38.	<u> F </u> 59.	<u> T </u> 80.
	<u> T </u> 18.	<u> F </u> 39.	<u> F </u> 60.	
	<u> F </u> 19.	<u> T </u> 40.	<u> T </u> 61.	
	<u> T </u> 20.	<u> F </u> 41.	<u> F </u> 62.	<u> D </u> 81.
	<u> F </u> 21.	<u> F </u> 42.	<u> F </u> 63.	
		<u> F </u> 43.	<u> F </u> 64.	
	<u> T </u> 22.	<u> T </u> 44.	<u> F </u> 65.	<u> D </u> 82.
<u> F </u> 1.	<u> F </u> 23.	<u> F </u> 45.	<u> T </u> 66.	
<u> F </u> 2.	<u> T </u> 24.	<u> F </u> 46.	<u> F </u> 67.	
<u> T </u> 3.	<u> T </u> 25.	<u> F </u> 47.	<u> T </u> 68.	<u> C </u> 83.
<u> T </u> 4.	<u> T </u> 26.		<u> F </u> 69.	
<u> F </u> 5.	<u> F </u> 27.	<u> F </u> 48.		
<u> T </u> 6.	<u> F </u> 28.	<u> F </u> 49.	<u> F </u> 70.	<u> B </u> 84.
	<u> T </u> 29.	<u> T </u> 50.	<u> T </u> 71.	
<u> F </u> 7.	<u> F </u> 30.	<u> T </u> 51.	<u> F </u> 72.	
<u> T </u> 8.	<u> F </u> 31.	<u> T </u> 52.	<u> F </u> 73.	<u> B </u> 85.
<u> T </u> 9.	<u> F </u> 32.	<u> T </u> 53.	<u> F </u> 74.	
<u> T </u> 10.	<u> F </u> 33.	<u> T </u> 54.	<u> F </u> 75.	
<u> F </u> 11.	<u> T </u> 34.	<u> T </u> 55.	<u> F </u> 76.	<u> C </u> 86.
<u> T </u> 12.	<u> F </u> 35.	<u> F </u> 56.	<u> F </u> 77.	
<u> F </u> 13.			<u> F </u> 78.	
<u> T </u> 14.	<u> T </u> 36.	<u> T </u> 57.		
<u> F </u> 15.	<u> F </u> 37.	<u> F </u> 58.	<u> T </u> 79.	
<u> F </u> 16.				

D 87.

 D 94.

 B 101.

 C 108.

 A 114.

 A 88.

 B 95.

 C 102.

 B 115.

 B 109.

 C 96.

 A 89.

 A 116.

 D 110.

 C 103.

 B 90.

 A 97.

 B 117.

 B 104.

 B 111.

 D 91.

 C 98.

 C 118.

 C 105.

 C 112.

 D 92.

 B 99.

 A 119.

 B 106.

 D 113.

 C 93.

 D 100.

 A 107.

<u> D </u> 120.	<u> D </u> 127.	<u> A </u> 134.	<u> B </u> 141.	<u> C </u> 147.
<u> C </u> 121.	<u> D </u> 128.	<u> A </u> 135.	<u> D </u> 142.	<u> D </u> 148.
<u> D </u> 122.	<u> D </u> 129.	<u> D </u> 136.	<u> A </u> 143.	<u> A </u> 149.
<u> B </u> 123.	<u> A </u> 130.	<u> A </u> 137.	<u> C </u> 144.	<u> A </u> 150.
<u> C </u> 124.	<u> C </u> 131.	<u> B </u> 138.	<u> B </u> 145.	<u> D </u> 151.
<u> D </u> 125.	<u> B </u> 132.	<u> D </u> 139.	<u> D </u> 146.	<u> A </u> 152.
<u> D </u> 126.	<u> A </u> 133.	<u> A </u> 140.		<u> C </u> 153.

C 154.

 D 160.

 B 155.

 C 156.

 B 157.

 D 158.

 D 159.

Bus 241 - Spring 2012 -- - Final Exam

You have 120 minutes to complete this examination. The 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. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 160 questions to this exam -- 80 True False, and 80 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 YOU 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, AND "3" for version C. 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. There are no state statutes regulating the use of spam.
- _____ 2. A federal case typically originates in a state court.
- _____ 3. For consideration to have "legally sufficient value," it must consist of goods or money.
- _____ 4. Under the theory of negligence, the duty of care requires an *intentional* act.
- _____ 5. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- _____ 6. An agreement is evidenced by a single event: an offer.
- _____ 7. Business ethics is consistent only with short-run profit maximization.
- _____ 8. An illusory promise is a promise that is enforceable without consideration.
- _____ 9. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- _____ 10. Remedies in equity include injunctions and decrees of specific performance.
- _____ 11. A party's oral agreement to pay another's debt is never enforceable.
- _____ 12. Misrepresentation of a material fact cannot occur through words alone.
- _____ 13. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.
- _____ 14. An *unauthorized* scan of a bank account can be an invasion of privacy.
- _____ 15. In some states, lawyers are not allowed to represent people in small claims courts.
- _____ 16. A statement of opinion is generally subject to a claim of fraud.

Name: _____

ID: B

- ___ 17. The minimal acceptable standard for ethical behavior is compliance with the law.
- ___ 18. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 19. A person who commits larceny can be sued under tort law.
- ___ 20. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 21. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- ___ 22. Parents are required by law to provide necessities for their minor children.
- ___ 23. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- ___ 24. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 25. Congress can regulate all commerce in the United States.
- ___ 26. A contract involving property of any kind must be in writing to be enforceable.
- ___ 27. Causation in fact can be determined by use of the *but for* test.
- ___ 28. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 29. Restricting the bonuses that are paid to executives is unethical.
- ___ 30. Article 2A of the UCC does *not* cover subleases of goods.
- ___ 31. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 32. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- ___ 33. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- ___ 34. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 35. No offer may be revoked before it is accepted.
- ___ 36. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- ___ 37. It is possible to copyright an idea.
- ___ 38. A contract must be in writing to be enforceable if performance is impossible within one year.

Name: _____

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- ___ 39. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- ___ 40. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- ___ 41. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 42. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- ___ 43. Business ethics focuses on ethical behavior in the business world.
- ___ 44. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- ___ 45. An oral contract for a transfer of an interest in land is never enforceable.
- ___ 46. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- ___ 47. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- ___ 48. The Constitution expressly excludes state regulation of commerce.
- ___ 49. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- ___ 50. In an employment contract, a covenant not to compete can be enforceable.
- ___ 51. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 52. A contract is void if one of the parties was intoxicated at the time of its formation.
- ___ 53. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 54. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- ___ 55. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 56. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 57. To rescind a contract for fraud, a plaintiff must prove an injury.

Name: _____

ID: B

- ___ 58. Changing a trademark is forgery.
- ___ 59. Disparagement of property is another term for appropriation.
- ___ 60. Picking pockets is not robbery.
- ___ 61. A contract to do something that is prohibited by statutory law is void.
- ___ 62. When a statute protects a certain class of people, a member of that class cannot enforce an otherwise illegal contract.
- ___ 63. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- ___ 64. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- ___ 65. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 66. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- ___ 67. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 68. The United States Supreme Court has original jurisdiction in rare instances.
- ___ 69. An offeror must have a serious intention to become bound by the offer.
- ___ 70. Thinking about killing someone constitutes the crime of attempted murder.
- ___ 71. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 72. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 73. The purpose of the doctrine of election of remedies is to permit double recovery.
- ___ 74. Most parties settle their lawsuits for damages or other remedies prior to trial.
- ___ 75. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 76. *Venue* is the term for the subject matter of a case.
- ___ 77. Damages are designed to punish a breaching party and deter others from similar conduct.
- ___ 78. The First Amendment does not protect corporate political speech.
- ___ 79. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.

_____ 80. A motion for summary judgment may be made before, during, or after a trial.

Multiple Choice

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

- _____ 81. Enterprising Markets Coalition (EMC), a political lobbying group, wants a certain policy enacted into law. If EMC's policy conflicts with the U.S. Constitution, a law embodying it can be imposed by
- Congress.
 - a state legislature.
 - a federal court.
 - none of the choices.
- _____ 82. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the manufacturer of the laptop.
 - the seller or the buyer.
 - any third party who overheard the parties making the agreement.
 - none of the choices.
- _____ 83. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- prudent awareness only.
 - payment of money only.
 - performance of a particular act only.
 - promise only.
- _____ 84. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- illegal and unethical.
 - unethical but not illegal.
 - illegal but not unethical.
 - legal and ethical.
- _____ 85. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- Vacation Resorts's facilities.
 - Phil's rate of pay.
 - the parties' intent.
 - the duration of the work.
- _____ 86. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- establish, as a matter of principle, that Equi acted wrongfully.
 - provide Fidelio with funds for its loss of the bargain.
 - punish Equi and set an example to deter others from similar acts.
 - provide Fidelio with funds for a foreseeable loss beyond the contract.

- _____ 87. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- the cancellation of a contract.
 - an order to do or to refrain from doing a particular act.
 - a payment of money or property as compensation.
 - an order to perform what was promised.
- _____ 88. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
- any relevant extrinsic evidence.
 - the face of the instrument.
 - any available evidence.
 - the later testimony of the parties.

Fact Pattern 14-1A

Linea, an employee of Hard Labor Industries (HLI), is injured in a work-related accident. Based on the diagnosis of Newt, a doctor, Linea accepts \$50,000 from HLI and waives the right to future claims. Newt's diagnosis later proves to have been wrong.

- _____ 89. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- innocent misrepresentation.
 - a mistake of fact.
 - negligent misrepresentation.
 - an expert's puffery.
- _____ 90. Refer to Fact Pattern 14-1A. Most likely, Linea may
- recover nothing.
 - obtain damages from HLI.
 - obtain damages from Newt.
 - set aside the settlement with HLI.
- _____ 91. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$0.
 - \$15,000.
 - \$17,000.
 - \$2,000.
- _____ 92. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- constitutional under the First Amendment.
 - unconstitutional under the commerce clause.
 - unconstitutional under the First Amendment.
 - not subject to the U.S. Constitution.

- _____ 93. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- damages.
 - rescission.
 - specific performance.
 - reformation.

Fact Pattern 2-1A

Java Cafes, Inc., and Kaffe Import Corporation dispute a term in their contract.

- _____ 94. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the resolution of the dispute will be decided an expert.
 - the dispute will eventually go to trial.
 - the process is not adversarial.
 - the case will be heard by a mini-jury.
- _____ 95. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- conciliation.
 - intervention.
 - mediation.
 - arbitration.
- _____ 96. Via the Internet, Rocky sabotages the computer system of Quik Chik'n Company, a food manufacturer, with the purpose of altering the levels of ingredients of the company's products so that consumers of the food become ill. Rocky is
- a cyberterrorist.
 - a worm.
 - a botnet.
 - a virus.
- _____ 97. GR*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- the shipping arrangements.
 - the duration of the deal.
 - the quantity of the goods.
 - the price of the goods.
- _____ 98. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland's use reproduces Ian's chapter exactly.
 - consumers are confused.
 - Garland does not have Ian's permission.
 - Garland's use is intentional.

- ____ 99. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- only if Kris is injured.
 - regardless of the consequences to Kris.
 - under no circumstances.
 - only if Kris is not injured.
- ____ 100. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an express contract.
 - an executed contract.
 - an implied contract.
 - a quasi contract.
- ____ 101. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- "uploading" to the state.
 - a "substantial enough" connection with the state.
 - "downloading" from the state.
 - not connected with the state.
- ____ 102. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the predominant-factor test.
 - the doctrine of unconscionability.
 - the principle of fair trade.
 - the mirror image rule.
- ____ 103. Lester and Myrtle want to rescind their contract under which Lester sold an MP3 player for \$40. To rescind the contract
- Myrtle must return the player only.
 - Lester must return the \$40 and Myrtle must return the player.
 - Lester must return the \$40 only.
 - the parties can keep the "benefits" of their bargain.
- ____ 104. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- any party.
 - Thumb Grippers.
 - Steve.
 - Main Street.
- ____ 105. At Parkside Bistro, Ogden believes that he was overcharged and shoves Nellie, the waiter. Nellie sues Ogden, alleging that the shove was a battery. Ogden is liable
- if Ogden acted out of malice.
 - under no circumstances—the shove was not a battery.
 - if Parkside did not overcharge Ogden.
 - if the shove was offensive.

- ____ 106. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- fines or imprisonment only.
 - nothing.
 - damages, fines, or imprisonment.
 - damages only.
- ____ 107. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great NASCAR Drivers* without his permission. Ellen's use of the chapter is actionable
- regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - only if Ellen and Frank are competitors.
 - only if consumers are confused.
- ____ 108. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
 - Canada only.
 - Canada and the United States only.
 - none of the choices.
- ____ 109. Kirk Custodial Service and Green Energy Company enter into an oral contract under which Kirk agrees to provide custodial service for Green's facilities for two years. This contract is enforceable by
- Kirk.
 - any interested third party, such as a janitorial supplies provider.
 - Green.
 - none of the choices.
- ____ 110. Berkie's bicycle is damaged in an accident caused by Imogene. Berkie agrees not to sue Imogene if she will pay for the damage. If she fails to pay, Berkie can bring an action for breach of contract. This is
- an illusory promise.
 - a release.
 - an accord and satisfaction.
 - a covenant not to sue.
- ____ 111. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- shaking hands on the deal.
 - repeating the terms in a phone call.
 - mutually agreeing not to commit fraud.
 - setting out the terms in a memo.
- ____ 112. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the credibility of the evidence that Mariah presented.
 - the dealings between the parties before the suit.
 - the conduct of the witnesses during the trial.
 - the law that applied to the issues in the case.

- ____ 113. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a penalty clause.
 - a mitigation of damages clause.
 - a nominal damages clause.
 - a liquidated damages clause.
- ____ 114. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a material alteration of the terms within a reasonable time.
 - a promise to ship or a prompt shipment of the cement.
 - a shipment of nonconforming goods with a notice of accommodation.
 - a prompt shipment of the cement only.
- ____ 115. Jen questions whether there is consideration for her contract with Isaac to exchange her catering services for his payment of a certain amount. To constitute consideration, the value of whatever is exchanged must be
- practically sound.
 - objectively worthy.
 - legally sufficient.
 - grossly inadequate.
- ____ 116. Edie is injured when she is struck by debris from an explosion at Finest Fireworks Factory. The rule that harm must be foreseeable to constitute the proximate cause of an injury under a negligence theory was established in
- Rylands v. Fletcher*.
 - Congress.
 - Palsgraf v. Long Island Railroad Co.*
 - Edie v. Finest Fireworks Factory*.
- ____ 117. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- entitled to another horse of equivalent value.
 - required to pay because she assumed the risk the horse might die.
 - not required to pay due to the *unilateral* mistake.
 - not required to pay due to the *mutual* mistake.
- ____ 118. Beth is injured in a car accident and sues Cash, alleging negligence. Cash claims that Beth was driving more carelessly than he was. Comparative negligence may reduce Beth's recovery
- even if Beth was only slightly at fault.
 - only if Beth was as equally at fault as Cash.
 - only if Beth was more at fault than Cash.
 - only if Beth was less at fault than Cash.
- ____ 119. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- cancel the contract immediately.
 - cancel the contract only on reasonable notice.
 - not cancel the contract.
 - cancel the contract only after accepting a final shipment.

- ____ 120. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- settled only during a trial.
 - dismissed or settled at this point.
 - dismissed only after a trial begins.
 - resolved only after a trial ends.
- ____ 121. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- cash only.
 - any commercially normal or acceptable means except credit card.
 - cash or check only.
 - any commercially normal or acceptable means.
- ____ 122. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- res ipsa loquitur*.
 - negligence *per se*.
 - the "danger invites rescue" doctrine.
 - a Good Samaritan statutes.
- ____ 123. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- an apology.
 - damages.
 - the identity of the poster.
 - none of the choices.

Fact Pattern 9-1A

Minka uses her computer to secretly install software on hundreds of personal computers without their owners' knowledge.

- ____ 124. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a botnet.
 - a bot.
 - a worm.
 - a hacker.
- ____ 125. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a federal court to exercise original jurisdiction.
 - no court to exercise jurisdiction.
 - a state court to exercise appellate jurisdiction.
 - the United States Supreme Court to refuse jurisdiction.

- ____ 126. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- a. the loss of profit from the canceled game.
 - b. the cost of new turf.
 - c. the difference between Damon's price and the actual cost of repair.
 - d. nothing.
- ____ 127. Deleon trespasses on Capital Corporation's property. Through the use of reasonable force, Capital's security guard Brenda detains Deleon until the police arrive. Capital is most likely liable for
- a. abuse of process.
 - b. false imprisonment.
 - c. trespass to personal dignity.
 - d. none of the choices.
- ____ 128. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- a. the state.
 - b. Marvin.
 - c. Nicole.
 - d. no one.
- ____ 129. Rodeo, S.A., which is based in Spain, enters into a contract for the sale of seven hydraulic lifts to Tonnage Shipping Company, which is based in the United States. This contract is governed by
- a. the provisions in the laws of both countries that are similar.
 - b. the Uniform Commercial Code.
 - c. Spanish law.
 - d. the United Nations Convention on Contracts for the International Sale of Goods.
- ____ 130. Discount Mart, Inc., is an East Coast-based firm that does business throughout the United States. With respect to this circumstance, the UCC has been adopted by, and applies in,
- a. only the states on the Mississippi, Missouri, and Ohio Rivers.
 - b. most of the states on the Atlantic and Pacific coasts.
 - c. all of the states, in whole or in part.
 - d. none of the states, to date.
- ____ 131. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- a. the retail value of the groceries.
 - b. the wholesale value of the groceries.
 - c. nothing.
 - d. the reasonable value of the groceries.
- ____ 132. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- a. unenforceable because it is not supported by consideration.
 - b. unenforceable because the dollar amount is missing.
 - c. unenforceable because the employees are paid salaries.
 - d. enforceable.

- _____ 133. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- _____ 134. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- an amount in a quasi-contractual recovery.
 - nothing more.
 - damages representing restitution.
 - specific performance of the deal.
- _____ 135. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
 - only if Lyle is not injured.
 - under no circumstances.
 - only if Lyle is injured.
- _____ 136. In a suit against Evan, Floyd obtains an *injunction*. This is
- a payment of money or property as compensation.
 - the cancellation of a contract.
 - an order to do or to refrain from doing a particular act.
 - an order to perform what was promised.
- _____ 137. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- not a crime.
 - a felony if it is committed for a commercial purpose.
 - a crime, but not a felony.
 - a felony if Quant brings a civil suit against Rashad.
- _____ 138. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- one group as opposed to another.
 - the firm's competitors.
 - the government.
 - the U.S. Chamber of Commerce.
- _____ 139. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- make reasonable efforts to relet the premises to mitigate damages.
 - avoid reletting the premises to recover damages from Ray.
 - relet the premises to recover damages from Ray.
 - sell the premises to recover damages from Ray.

- ____ 140. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- act as liaisons between federal and state governments.
 - impose uniform laws on the states.
 - standardize laws for the executive and judicial branches.
 - perform specific government functions.
- ____ 141. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- equality and fairness in adjudication.
 - privacy between the litigants and publicity in the judgment.
 - space to fill in important information and time in which to do it.
 - notice and an opportunity to respond.
- ____ 142. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- trade secrets law.
 - trademark law.
 - copyright law.
 - patent law.

Fact Pattern 19-1B

Fruits & Vegetables, Inc., and Grover's Market enter into a contract for the delivery of locally grown produce. The parties use a standard Fruits & Vegetables form that contains some of the terms the parties agree on but not others. Some of the produce spoils before it can be sold. Grover's refuses to pay for the spoiled goods.

- ____ 143. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- not fully integrated.
 - fully integrated.
 - not supported by consideration.
 - a complete and final statement of their agreement.

Fact Pattern 3-3A

Liz files a suit against Moe in a state court. The case proceeds to trial, after which the court renders a verdict.

- ____ 144. Refer to Fact Pattern 3-3A. If Moe appeals to, and files a brief with, a state appellate court, Liz's attorney may file within a prescribed period of time
- a request for a deposition.
 - an advisory interrogatory.
 - an answering brief.
 - a responding motion for judgment on the brief.
- ____ 145. Joy invites Ken into her apartment. Ken commits trespass to land if he
- refuses to leave when Joy asks him to go.
 - harms the apartment in any way.
 - enters the apartment with fraudulent intent.
 - makes disparaging remarks about Joy to others.

- _____ 146. Diaz and Cuzco enter an express contract for the construction of a warehouse. Express contract terms are given, in relation to the parties' course of performance,
- more priority.
 - the same priority.
 - no priority.
 - less priority.
- _____ 147. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- every term.
 - the essential terms.
 - the qualitative terms.
 - the preliminary terms.
- _____ 148. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- no court has jurisdiction.
 - federal courts have exclusive jurisdiction.
 - federal and state courts have concurrent jurisdiction.
 - state courts have exclusive jurisdiction.
- _____ 149. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties are protected from liability.
 - enforceable if the other parties have equal bargaining power.
 - enforceable if the other parties consent to it.
 - not enforceable.
- _____ 150. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- the subject matter of the case involves complex facts.
 - a trial is being held.
 - the court is appealing.
 - the parties question how the law applies to their dispute.
- _____ 151. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- standing.
 - sufficient minimum contacts.
 - jurisdiction.
 - certiorari*.

- _____ 152. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a summary jury trial.
 - court-ordered arbitration.
 - early neutral case evaluation.
 - a mini-trial.
- _____ 153. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- nothing.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
 - better treatment than Kawa.
- _____ 154. Ric designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Ric could obtain patent protection for
- the name only.
 - the hard drive, the name, and the operating manual.
 - the hard drive only.
 - the operating manual only.
- _____ 155. Even-Flo Hydraulics enters into a contract to repair valves and fittings in Fiesta Company's plant. If Even-Flo breaches the contract, Fiesta can
- do nothing but make a deal with a different service provider.
 - sue Even-Flo for damages.
 - do nothing but temporarily suspend operations and wait.
 - file a criminal complaint against Even-Flo.
- _____ 156. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- substantive due process.
 - equal protection of the law.
 - privacy.
 - procedural due process.
- _____ 157. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- valid but may be disaffirmed.
 - valid but may not be disaffirmed.
 - void as a matter of law.
 - void unless it is also signed by Ed, the manager of Dine & Drink.
- _____ 158. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex's use is for a commercial purpose.
 - Lex's use has no effect on the market for Mina's work.
 - Lex distributes the copies freely to the public.
 - Lex copies the entire work.

- ____ 159. Crosby believes that he and Dakota agreed he would act as her personal sports trainer for seven workout sessions. In a later dispute, the existence of any contract can be judged by
- a. what the parties agree they intended.
 - b. what the defendant claims was the parties' intent.
 - c. the parties' statements at the time of their alleged contract.
 - d. what the plaintiff claims was the parties' intent.
- ____ 160. Xtreme Publications, Inc., disseminates obscene materials. This is
- a. a privilege under Article IV, Section 2.
 - b. a crime under numerous state and federal statutes.
 - c. a right under the commerce clause.
 - d. a right under the First Amendment.

Bus 241 - Spring 2012 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: F | PTS: 1 | REF: p. 131 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 2. ANS: F | PTS: 1 | REF: p. 39 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 3. ANS: F | PTS: 1 | REF: p. 243 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 4. ANS: F | PTS: 1 | REF: p. 136 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 5. ANS: F | PTS: 1 | REF: p. 35 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 6. ANS: F | PTS: 1 | REF: p. 222 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 7. ANS: F | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 8. ANS: F | PTS: 1 | REF: p. 248 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 9. ANS: F | PTS: 1 | REF: p. 335 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 10. ANS: T | PTS: 1 | REF: p. 7 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 11. ANS: F | PTS: 1 | REF: p. 292 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 12. ANS: F | PTS: 1 | REF: p. 278 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 13. ANS: T | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 14. ANS: T | PTS: 1 | REF: p. 122 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 15. ANS: T | PTS: 1 | REF: p. 38 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 16. ANS: F | PTS: 1 | REF: p. 277 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 17. ANS: T | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 18. ANS: T | PTS: 1 | REF: p. 366 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank B | TYP: N | | |
| 19. ANS: T | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |

20.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic AICPA Legal
21.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
22.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
23.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
24.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
25.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
26.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Analytic AICPA Legal
27.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 139	KEY: Test Bank A
28.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
29.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 99	KEY: Test Bank A
30.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
32.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
33.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic AICPA Legal
34.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 237	NAT: AACSB Analytic AICPA Legal
35.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic AICPA Legal
36.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal
37.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 162	KEY: Test Bank A
38.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
40.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 28	NAT: AACSB Analytic AICPA Legal
41.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal

42.	ANS: T	PTS: 1	REF: p. 94	
	NAT: AACSB Ethics AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
43.	ANS: T	PTS: 1	REF: p. 93	
	NAT: AACSB Ethics AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
44.	ANS: T	PTS: 1	REF: p. 231	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
45.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
46.	ANS: F	PTS: 1	REF: p. 137	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
47.	ANS: F	PTS: 1	REF: p. 291	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
48.	ANS: F	PTS: 1	REF: p. 76	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
49.	ANS: F	PTS: 1	REF: p. 340	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
50.	ANS: T	PTS: 1	REF: p. 263	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
51.	ANS: F	PTS: 1	REF: p. 359	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank B	TYP: N		
52.	ANS: F	PTS: 1	REF: p. 258	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
53.	ANS: T	PTS: 1	REF: p. 127	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
54.	ANS: F	PTS: 1	REF: p. 168	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
55.	ANS: F	PTS: 1	REF: p. 362	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank B	TYP: N		
56.	ANS: F	PTS: 1	REF: p. 295	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: +		
57.	ANS: F	PTS: 1	REF: p. 282	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
58.	ANS: T	PTS: 1	REF: p. 179	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
59.	ANS: F	PTS: 1	REF: p. 128	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
60.	ANS: T	PTS: 1	REF: p. 178	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
61.	ANS: T	PTS: 1	REF: p. 260	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
62.	ANS: F	PTS: 1	REF: p. 270	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
63.	ANS: T	PTS: 1	REF: p. 233	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
64.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

65.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic AICPA Legal
66.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
67.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
68.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
69.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 176	NAT: AACSB Reflective AICPA Legal
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
72.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
74.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
75.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
76.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic AICPA Legal
77.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
78.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 80	KEY: Test Bank A
79.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 127	NAT: AACSB Reflective AICPA Legal
80.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

81.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
82.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
83.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
84.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
85.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal

86.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
87.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
88.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
89.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 274	NAT: AACSB Reflective AICPA Legal
90.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
91.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
92.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
93.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
94.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
95.	ANS: D NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
96.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
97.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
98.	ANS: C KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
99.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
100.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
101.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
102.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal
103.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
104.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
105.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
106.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
107.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal

108.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
109.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
110.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
111.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
112.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
113.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
114.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Reflective AICPA Legal
115.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
116.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal
117.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
118.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
119.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 367	NAT: AACSB Reflective AICPA Legal
120.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
121.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
122.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal
123.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
124.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
125.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
127.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
128.	ANS: B NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
129.	ANS: D KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 374	NAT: AACSB Reflective AICPA Legal
130.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal

131.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
132.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
133.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
134.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
135.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
136.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
137.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
138.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
139.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
140.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
141.	ANS: D NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
142.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
143.	ANS: A KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
144.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
145.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
146.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
147.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
148.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
149.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal
150.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
151.	ANS: A NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
152.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective AICPA Legal

153. ANS: B PTS: 1 REF: p. 170 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: =
154. ANS: C PTS: 1 REF: p. 158 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: =
155. ANS: B PTS: 1 REF: p. 334 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: =
156. ANS: C PTS: 1 REF: p. 89
NAT: AACSB Reflective | AICPA Risk Analysis KEY: Test Bank A
TYP: N
157. ANS: C PTS: 1 REF: p. 256 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: =
158. ANS: B PTS: 1 REF: p. 163 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank B TYP: =
159. ANS: C PTS: 1 REF: p. 207 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: N
160. ANS: B PTS: 1 REF: p. 82 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =

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|------------------|------------------|------------------|------------------|------------------|
| | <u> T </u> 17. | <u> F </u> 39. | <u> T </u> 58. | <u> F </u> 80. |
| | <u> T </u> 18. | | <u> F </u> 59. | |
| | <u> T </u> 19. | <u> T </u> 40. | <u> T </u> 60. | |
| | <u> F </u> 20. | <u> F </u> 41. | <u> T </u> 61. | <u> D </u> 81. |
| | <u> F </u> 21. | | <u> F </u> 62. | |
| | | <u> T </u> 42. | | |
| | <u> T </u> 22. | <u> T </u> 43. | <u> T </u> 63. | |
| | <u> T </u> 23. | <u> T </u> 44. | | <u> B </u> 82. |
| <u> F </u> 1. | | | <u> F </u> 64. | |
| <u> F </u> 2. | <u> F </u> 24. | <u> F </u> 45. | <u> T </u> 65. | |
| <u> F </u> 3. | <u> T </u> 25. | <u> F </u> 46. | <u> F </u> 66. | <u> D </u> 83. |
| <u> F </u> 4. | <u> F </u> 26. | <u> F </u> 47. | <u> T </u> 67. | |
| <u> F </u> 5. | <u> T </u> 27. | | <u> T </u> 68. | |
| | <u> F </u> 28. | <u> F </u> 48. | <u> T </u> 69. | |
| <u> F </u> 6. | | <u> F </u> 49. | | <u> A </u> 84. |
| <u> F </u> 7. | <u> F </u> 29. | | <u> F </u> 70. | |
| <u> F </u> 8. | <u> F </u> 30. | <u> T </u> 50. | <u> F </u> 71. | |
| <u> F </u> 9. | <u> F </u> 31. | <u> F </u> 51. | <u> T </u> 72. | |
| <u> T </u> 10. | <u> F </u> 32. | <u> F </u> 52. | <u> F </u> 73. | <u> C </u> 85. |
| <u> F </u> 11. | <u> T </u> 33. | <u> T </u> 53. | <u> T </u> 74. | |
| | | <u> F </u> 54. | <u> T </u> 75. | |
| <u> F </u> 12. | <u> T </u> 34. | | <u> F </u> 76. | <u> B </u> 86. |
| <u> T </u> 13. | <u> F </u> 35. | <u> F </u> 55. | <u> F </u> 77. | |
| <u> T </u> 14. | <u> T </u> 36. | <u> F </u> 56. | <u> F </u> 78. | |
| <u> T </u> 15. | <u> F </u> 37. | | <u> F </u> 79. | |
| <u> F </u> 16. | <u> T </u> 38. | <u> F </u> 57. | | |

<u> A </u> 87.	<u> C </u> 93.	<u> C </u> 99.	<u> C </u> 106.	<u> D </u> 113.
<u> B </u> 88.		<u> A </u> 100.	<u> A </u> 107.	<u> B </u> 114.
	<u> C </u> 94.	<u> B </u> 101.	<u> A </u> 108.	<u> C </u> 115.
<u> B </u> 89.	<u> D </u> 95.	<u> B </u> 102.	<u> D </u> 109.	<u> C </u> 116.
<u> D </u> 90.	<u> A </u> 96.	<u> B </u> 103.	<u> D </u> 110.	<u> D </u> 117.
<u> D </u> 91.	<u> C </u> 97.	<u> C </u> 104.	<u> D </u> 111.	<u> A </u> 118.
<u> C </u> 92.				
	<u> C </u> 98.	<u> D </u> 105.	<u> D </u> 112.	<u> C </u> 119.

<u> B </u> 120.	<u> A </u> 126.	<u> C </u> 133.	<u> D </u> 140.	<u> A </u> 146.
<u> D </u> 121.			<u> D </u> 141.	<u> B </u> 147.
	<u> D </u> 127.	<u> B </u> 134.		
<u> B </u> 122.			<u> C </u> 142.	<u> C </u> 148.
	<u> B </u> 128.	<u> D </u> 135.		
<u> C </u> 123.	<u> D </u> 129.	<u> C </u> 136.		<u> D </u> 149.
		<u> B </u> 137.	<u> A </u> 143.	
	<u> C </u> 130.			<u> B </u> 150.
<u> A </u> 124.		<u> A </u> 138.		
	<u> D </u> 131.		<u> C </u> 144.	<u> A </u> 151.
<u> A </u> 125.		<u> A </u> 139.		
	<u> A </u> 132.		<u> A </u> 145.	

A 152.

 C 159.

 B 153.

 B 160.

 C 154.

 B 155.

 C 156.

 C 157.

 B 158.

Bus 241 - Spring 2012 -- - Final Exam

You have 120 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. NO OLD EXAMS OR PRACTICE EXAMS SHOULD BE VISIBLE. FAILURE TO FOLLOW THESE DIRECTIONS MAY RESULT IN YOU RECEIVING A ZERO SCORE FOR THE FINAL

Please be sure to answer all questions on the exam. There are EIGHTEEN (18) pages and 160 questions to this exam -- 80 True False, and 80 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, AND "3" for version C. 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 quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- _____ 2. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- _____ 3. A person who commits larceny can be sued under tort law.
- _____ 4. Conversion cannot occur when a person mistakenly believes that he or she is entitled to the goods.
- _____ 5. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- _____ 6. Remedies in equity include injunctions and decrees of specific performance.
- _____ 7. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- _____ 8. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 9. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- _____ 10. There are no state statutes regulating the use of spam.
- _____ 11. Misrepresentation of a material fact cannot occur through words alone.
- _____ 12. Most parties settle their lawsuits for damages or other remedies prior to trial.
- _____ 13. An *unauthorized* scan of a bank account can be an invasion of privacy.
- _____ 14. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- _____ 15. Picking pockets is not robbery.

Name: _____

ID: C

- ___ 16. *Venue* is the term for the subject matter of a case.
- ___ 17. If a contract to do something in certain intervals over a period of *less* than one year is *not* in writing, it is not enforceable.
- ___ 18. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- ___ 19. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 20. A contract must be in writing to be enforceable if performance is impossible within one year.
- ___ 21. In some states, lawyers are not allowed to represent people in small claims courts.
- ___ 22. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 23. In an employment contract, a covenant not to compete can be enforceable.
- ___ 24. It is possible to copyright an idea.
- ___ 25. No offer may be revoked before it is accepted.
- ___ 26. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 27. A contract is void if one of the parties was intoxicated at the time of its formation.
- ___ 28. When a statute protects a certain class of people, a member of that class cannot enforce an otherwise illegal contract.
- ___ 29. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- ___ 30. Restricting the bonuses that are paid to executives is unethical.
- ___ 31. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- ___ 32. A contract involving property of any kind must be in writing to be enforceable.
- ___ 33. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 34. Article 2A of the UCC does *not* cover subleases of goods.
- ___ 35. An illusory promise is a promise that is enforceable without consideration.
- ___ 36. Damages are designed to punish a breaching party and deter others from similar conduct.

- ___ 37. Thinking about killing someone constitutes the crime of attempted murder.
- ___ 38. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 39. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 40. To rescind a contract for fraud, a plaintiff must prove an injury.
- ___ 41. The Constitution expressly excludes state regulation of commerce.
- ___ 42. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- ___ 43. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.
- ___ 44. Business ethics focuses on ethical behavior in the business world.
- ___ 45. Causation in fact can be determined by use of the *but for* test.
- ___ 46. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 47. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- ___ 48. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 49. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- ___ 50. A statement of opinion is generally subject to a claim of fraud.
- ___ 51. An offeror must have a serious intention to become bound by the offer.
- ___ 52. Business ethics is consistent only with short-run profit maximization.
- ___ 53. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- ___ 54. An agreement is evidenced by a single event: an offer.
- ___ 55. For consideration to have "legally sufficient value," it must consist of goods or money.
- ___ 56. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 57. The United States Supreme Court has original jurisdiction in rare instances.
- ___ 58. A party's oral agreement to pay another's debt is never enforceable.
- ___ 59. A promise to do what one already has a legal duty to do is legally sufficient consideration.

Name: _____

ID: C

- ___ 60. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 61. A contract to do something that is prohibited by statutory law is void.
- ___ 62. The First Amendment does not protect corporate political speech.
- ___ 63. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- ___ 64. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 65. A federal case typically originates in a state court.
- ___ 66. Congress can regulate all commerce in the United States.
- ___ 67. A motion for summary judgment may be made before, during, or after a trial.
- ___ 68. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- ___ 69. Under the theory of negligence, the duty of care requires an *intentional* act.
- ___ 70. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- ___ 71. Changing a trademark is forgery.
- ___ 72. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- ___ 73. The purpose of the doctrine of election of remedies is to permit double recovery.
- ___ 74. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 75. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- ___ 76. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 77. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 78. The minimal acceptable standard for ethical behavior is compliance with the law.
- ___ 79. Parents are required by law to provide necessities for their minor children.
- ___ 80. Disparagement of property is another term for appropriation.

Multiple Choice

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

- _____ 81. Inferior Company, which is based on South Carolina, makes and sells products that are poorly made. Jack, who is a resident of North Carolina, buys an Inferior product and suffers an injury through its use. The diversity of citizenship between these parties means that
- no court has jurisdiction.
 - federal courts have exclusive jurisdiction.
 - federal and state courts have concurrent jurisdiction.
 - state courts have exclusive jurisdiction.
- _____ 82. Canada and the United States are signatories of the Berne Convention. Doug, a citizen of Canada, publishes a book first in Canada and then in the United States. Doug's copyright must be recognized by
- all of the signatories of the Berne Convention.
 - Canada only.
 - Canada and the United States only.
 - none of the choices.
- _____ 83. Enterprising Markets Coalition (EMC), a political lobbying group, wants a certain policy enacted into law. If EMC's policy conflicts with the U.S. Constitution, a law embodying it can be imposed by
- a state legislature.
 - Congress.
 - a federal court.
 - none of the choices.
- _____ 84. In a suit against Evan, Floyd obtains an *injunction*. This is
- an order to perform what was promised.
 - a payment of money or property as compensation.
 - an order to do or to refrain from doing a particular act.
 - the cancellation of a contract.
- _____ 85. Ric designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Ric could obtain patent protection for
- the name only.
 - the operating manual only.
 - the hard drive, the name, and the operating manual.
 - the hard drive only.
- _____ 86. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- only if Lyle is injured.
 - under any circumstances.
 - only if Lyle is not injured.
 - under no circumstances.
- _____ 87. Lindsey, an emergency medical technician, is called to an accident scene by Nicole and renders medical care to Marvin, a minor. Lindsey may recover the cost from
- no one.
 - the state.
 - Marvin.
 - Nicole.

- _____ 88. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- damages, fines, or imprisonment.
 - nothing.
 - damages only.
 - fines or imprisonment only.
- _____ 89. Development Associates (DA) agrees to buy five acres of land from Eastside Properties for \$15,000. Eastside fails to go through with the deal on the agreed date, when the market price of the land is \$17,000. DA may recover
- \$15,000.
 - \$2,000.
 - \$17,000.
 - \$0.

Fact Pattern 2-1A

Java Cafes, Inc., and Kaffe Import Corporation dispute a term in their contract.

- _____ 90. Refer to Fact Pattern 2-1A. Resolving the dispute between Java and Kaffe by having a neutral third party render a binding decision is one of the advantages of
- arbitration.
 - conciliation.
 - mediation.
 - intervention.
- _____ 91. Refer to Fact Pattern 2-1A. If Java and Kaffe have a long-standing business relationship that they would like to continue, a preferred method of settling their dispute may be mediation because
- the resolution of the dispute will be decided an expert.
 - the dispute will eventually go to trial.
 - the process is not adversarial.
 - the case will be heard by a mini-jury.
- _____ 92. The case of *Max v. National Credit Co.* is heard in a trial court. The case of *O! Boy! Ice Cream Co. v. Pickled Peppers, Inc.*, is heard in an appellate court. The difference between a trial and an appellate court is whether
- the court is appealing.
 - a trial is being held.
 - the subject matter of the case involves complex facts.
 - the parties question how the law applies to their dispute.
- _____ 93. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- settled only during a trial.
 - dismissed or settled at this point.
 - dismissed only after a trial begins.
 - resolved only after a trial ends.
- _____ 94. GR*Tech Company agrees to sell computer equipment to Home Office Stores, Inc., to market to its customers. Normally, their contract would *not* be enforceable unless it includes
- the price of the goods.
 - the quantity of the goods.
 - the duration of the deal.
 - the shipping arrangements.

- _____ 95. SFX Paintball Games, Inc., and Truck & Trailer Delivery Corporation sign an agreement that provides for the payment of "\$1,000 by whichever party commits a material breach of the contract that creates damages difficult to estimate but approximately \$1,000." If enforceable, this is
- a mitigation of damages clause.
 - a liquidated damages clause.
 - a nominal damages clause.
 - a penalty clause.
- _____ 96. Rodeo, S.A., which is based in Spain, enters into a contract for the sale of seven hydraulic lifts to Tonnage Shipping Company, which is based in the United States. This contract is governed by
- the Uniform Commercial Code.
 - Spanish law.
 - the United Nations Convention on Contracts for the International Sale of Goods.
 - the provisions in the laws of both countries that are similar.
- _____ 97. Damon contracts to repair the turf on a soccer field for Carousel Sports Park. Damon knows that without the repair, Carousel will have to cancel an upcoming game. Damon does not perform as promised. As consequential damages, Carousel can recover
- the cost of new turf.
 - nothing.
 - the loss of profit from the canceled game.
 - the difference between Damon's price and the actual cost of repair.

Fact Pattern 19-1B

Fruits & Vegetables, Inc., and Grover's Market enter into a contract for the delivery of locally grown produce. The parties use a standard Fruits & Vegetables form that contains some of the terms the parties agree on but not others. Some of the produce spoils before it can be sold. Grover's refuses to pay for the spoiled goods.

- _____ 98. Refer to Fact Pattern 19-1B. Fruits & Vegetables files a suit against Grover's, claiming that the buyer assumed the risk of the spoilage of the unsold produce. The court may allow evidence of this term if it finds that the parties' contract is
- fully integrated.
 - not supported by consideration.
 - not fully integrated.
 - a complete and final statement of their agreement.
- _____ 99. Vacation Vistas, Inc., agrees to sell certain acreage to Umiko, who intends to develop a destination resort. Vacation Vistas repudiates the deal. Umiko sues Vacation Vistas and recovers damages. She can now obtain
- nothing more.
 - an amount in a quasi-contractual recovery.
 - specific performance of the deal.
 - damages representing restitution.
- _____ 100. Via the Internet, Rocky sabotages the computer system of Quik Chik'n Company, a food manufacturer, with the purpose of altering the levels of ingredients of the company's products so that consumers of the food become ill. Rocky is
- a cyberterrorist.
 - a virus.
 - a worm.
 - a botnet.

- ____ 101. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- payment of money only.
 - prudent awareness only.
 - promise only.
 - performance of a particular act only.
- ____ 102. Berkie's bicycle is damaged in an accident caused by Imogene. Berkie agrees not to sue Imogene if she will pay for the damage. If she fails to pay, Berkie can bring an action for breach of contract. This is
- a release.
 - an illusory promise.
 - a covenant not to sue.
 - an accord and satisfaction.
- ____ 103. Sights Unseen, Inc., (SUI) sells scopes with distinctively designed and made lenses and mirrors to scientists. Telescopes, Etc. Corporation later begins to sell scopes with identical set-ups of lenses and mirrors, without SUI's permission, to consumers. This is most likely
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- ____ 104. Symphony, Inc., a U.S. jewelry designer and maker, files a suit against Kawa, Ltd., a Japanese jewelry maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Symphony is entitled to receive
- better treatment than Kawa.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
 - nothing.
- ____ 105. Vince files a suit against Will. Vince and Will meet, and each party's attorney argues the party's case before a judge and jury. The jury presents an advisory verdict, after which the judge meets with the parties to encourage them to settle their dispute. This is
- a summary jury trial.
 - court-ordered arbitration.
 - early neutral case evaluation.
 - a mini-trial.
- ____ 106. Rolf, a citizen of New Mexico, wants to file a suit against Sandy, a citizen of Texas. Their diversity of citizenship may be a basis for
- a state court to exercise appellate jurisdiction.
 - a federal court to exercise original jurisdiction.
 - no court to exercise jurisdiction.
 - the United States Supreme Court to refuse jurisdiction.
- ____ 107. Fidelio Corporation enters into a contract with Equi Insurance, Inc., to obtain health insurance for Fidelio employees. Equi breaches the contract. If Fidelio is awarded compensatory damages, the purpose would be to
- provide Fidelio with funds for a foreseeable loss beyond the contract.
 - establish, as a matter of principle, that Equi acted wrongfully.
 - provide Fidelio with funds for its loss of the bargain.
 - punish Equi and set an example to deter others from similar acts.

- _____ 108. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- entitled to another horse of equivalent value.
 - not required to pay due to the *mutual* mistake.
 - required to pay because she assumed the risk the horse might die.
 - not required to pay due to the *unilateral* mistake.

Fact Pattern 3-3A

Liz files a suit against Moe in a state court. The case proceeds to trial, after which the court renders a verdict.

- _____ 109. Refer to Fact Pattern 3-3A. If Moe appeals to, and files a brief with, a state appellate court, Liz's attorney may file within a prescribed period of time
- a request for a deposition.
 - an answering brief.
 - a responding motion for judgment on the brief.
 - an advisory interrogatory.
- _____ 110. Kirk Custodial Service and Green Energy Company enter into an oral contract under which Kirk agrees to provide custodial service for Green's facilities for two years. This contract is enforceable by
- Green.
 - Kirk.
 - any interested third party, such as a janitorial supplies provider.
 - none of the choices.
- _____ 111. Discount Mart, Inc., is an East Coast-based firm that does business throughout the United States. With respect to this circumstance, the UCC has been adopted by, and applies in,
- most of the states on the Atlantic and Pacific coasts.
 - all of the states, in whole or in part.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.
 - none of the states, to date.
- _____ 112. Inferior Company sells products that are poorly made. Jock, who has never bought an Inferior product, files a suit against Inferior, alleging that its products are defective. The firm's best ground for dismissal of the suit is that Jock does not have
- sufficient minimum contacts.
 - standing.
 - jurisdiction.
 - certiorari*.
- _____ 113. Readymade Construction Corporation offers to buy from Set-Still Cement Company a certain quantity of cement for a certain price. Set-Still can accept the offer by
- a prompt shipment of the cement only.
 - a shipment of nonconforming goods with a notice of accommodation.
 - a material alteration of the terms within a reasonable time.
 - a promise to ship or a prompt shipment of the cement.

- ____ 114. Lex reproduces Mina's copyrighted work without paying royalties. Lex is most likely excepted from liability for copyright infringement under the "fair use" doctrine if
- Lex's use has no effect on the market for Mina's work.
 - Lex's use is for a commercial purpose.
 - Lex distributes the copies freely to the public.
 - Lex copies the entire work.
- ____ 115. Ellen publishes a book titled *First Place*, which includes a chapter from Frank's copyrighted book *Great NASCAR Drivers* without his permission. Ellen's use of the chapter is actionable
- regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - only if Ellen and Frank are competitors.
- ____ 116. Equipment Rental Corporation and Family Farm, Inc., are parties to an oral agreement for a lease of farm equipment with payments in excess of \$10,000. They may satisfy the Statute of Frauds by
- shaking hands on the deal.
 - setting out the terms in a memo.
 - mutually agreeing not to commit fraud.
 - repeating the terms in a phone call.
- ____ 117. Pop Culture Clothiers, Inc., sells t-shirts to Trendwell Stores, Inc., under an existing contract. When textile costs increase, Trendwell agrees to a price increase, but later wants to cancel the contract. Trendwell may
- not cancel the contract.
 - cancel the contract only on reasonable notice.
 - cancel the contract immediately.
 - cancel the contract only after accepting a final shipment.
- ____ 118. Joy invites Ken into her apartment. Ken commits trespass to land if he
- refuses to leave when Joy asks him to go.
 - makes disparaging remarks about Joy to others.
 - enters the apartment with fraudulent intent.
 - harms the apartment in any way.

Fact Pattern 14-1A

Linea, an employee of Hard Labor Industries (HLI), is injured in a work-related accident. Based on the diagnosis of Newt, a doctor, Linea accepts \$50,000 from HLI and waives the right to future claims. Newt's diagnosis later proves to have been wrong.

- ____ 119. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- negligent misrepresentation.
 - innocent misrepresentation.
 - an expert's puffery.
 - a mistake of fact.
- ____ 120. Refer to Fact Pattern 14-1A. Most likely, Linea may
- obtain damages from Newt.
 - set aside the settlement with HLI.
 - obtain damages from HLI.
 - recover nothing.

- ____ 121. Phil agrees to work for Vacation Resorts, Inc., as a chef. In determining whether a contract has been formed, an element of prime importance is
- Vacation Resorts's facilities.
 - the parties' intent.
 - the duration of the work.
 - Phil's rate of pay.
- ____ 122. Diaz and Cuzco enter an express contract for the construction of a warehouse. Express contract terms are given, in relation to the parties' course of performance,
- no priority.
 - less priority.
 - more priority.
 - the same priority.
- ____ 123. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
- any available evidence.
 - any relevant extrinsic evidence.
 - the face of the instrument.
 - the later testimony of the parties.
- ____ 124. Ray breaches his lease with Sunny Properties and vacates the premises six months before the end of the term. In some states, Sunny would have to
- avoid reletting the premises to recover damages from Ray.
 - sell the premises to recover damages from Ray.
 - relet the premises to recover damages from Ray.
 - make reasonable efforts to relet the premises to mitigate damages.
- ____ 125. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a felony if Quant brings a civil suit against Rashad.
 - not a crime.
 - a crime, but not a felony.
 - a felony if it is committed for a commercial purpose.
- ____ 126. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- perform specific government functions.
 - standardize laws for the executive and judicial branches.
 - impose uniform laws on the states.
 - act as liaisons between federal and state governments.
- ____ 127. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- valid but may be disaffirmed.
 - valid but may not be disaffirmed.
 - void unless it is also signed by Ed, the manager of Dine & Drink.
 - void as a matter of law.

- _____ 128. Pablo and Melia enter into an oral contract for Pablo's sale to Melia of a laptop computer for \$400. Assuming the terms can be proved, the contract is enforceable by
- the manufacturer of the laptop.
 - the seller or the buyer.
 - any third party who overheard the parties making the agreement.
 - none of the choices.
- _____ 129. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- cash only.
 - cash or check only.
 - any commercially normal or acceptable means.
 - any commercially normal or acceptable means except credit card.
- _____ 130. Uri and Vicky orally agree on the sale of Uri's Nite Club to Vicky and note terms on a pair of the Club's napkins, which they both sign. A written memorandum evidencing an oral contract that would otherwise be unenforceable must contain
- the preliminary terms.
 - the qualitative terms.
 - the essential terms.
 - every term.
- _____ 131. Karif orally agrees to buy a unique collection of sports memorabilia for \$1,000 from Jane and sends her \$250 as a down payment. When Karif sends her the rest of the price, Jane refuses to ship the collection. Karif should seek
- specific performance.
 - reformation.
 - rescission.
 - damages.
- _____ 132. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- a quasi contract.
 - an executed contract.
 - an express contract.
 - an implied contract.
- _____ 133. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the government.
 - the U.S. Chamber of Commerce.
 - the firm's competitors.
 - one group as opposed to another.
- _____ 134. Garland publishes a book titled *Half Pipe, Full Throttle*, which includes a chapter from Ian's copyrighted book *Snowboarder*. Garland's use of the chapter is actionable provided
- Garland does not have Ian's permission.
 - Garland's use reproduces Ian's chapter exactly.
 - consumers are confused.
 - Garland's use is intentional.

- _____ 135. Beachside City enacts an ordinance that bans the distribution of all printed materials on city streets. Carl opposes the city's latest "revenue-enhancing" measure and wants to protest by distributing handbills. In his suit against the city, a court would likely hold the printed-materials ban to be
- unconstitutional under the First Amendment.
 - unconstitutional under the commerce clause.
 - constitutional under the First Amendment.
 - not subject to the U.S. Constitution.
- _____ 136. An Illinois state statute requires commercial vehicle drivers to "fully attend to the operation of the vehicle." Jerry, a driver for Crosstown Taxi Company, is driving and talking on his cell phone when his cab collides with Kayla's car, injuring her. Kayla's best theory for recovery against Jerry and Crosstown is
- negligence *per se*.
 - res ipsa loquitur*.
 - the "danger invites rescue" doctrine.
 - a Good Samaritan statutes.
- _____ 137. Liu files a suit against Macro Sales, Inc., in a New Jersey state court based on a Web site through which New Jersey residents can do business with Macro. The court will most likely exercise jurisdiction over Macro if the interactivity of the site is seen as
- "uploading" to the state.
 - a "substantial enough" connection with the state.
 - not connected with the state.
 - "downloading" from the state.
- _____ 138. Domestic Auto Sales, Inc., promises its salaried employees a bonus at the end of the year if management thinks it is warranted. This promise is
- unenforceable because it is not supported by consideration.
 - enforceable.
 - unenforceable because the dollar amount is missing.
 - unenforceable because the employees are paid salaries.
- _____ 139. In a suit against Vladimir over the performance of a contract, Wyler obtains *rescission*. This is
- an order to do or to refrain from doing a particular act.
 - a payment of money or property as compensation.
 - the cancellation of a contract.
 - an order to perform what was promised.
- _____ 140. At Parkside Bistro, Ogden believes that he was overcharged and shoves Nellie, the waiter. Nellie sues Ogden, alleging that the shove was a battery. Ogden is liable
- if Ogden acted out of malice.
 - if the shove was offensive.
 - under no circumstances—the shove was not a battery.
 - if Parkside did not overcharge Ogden.
- _____ 141. Jen questions whether there is consideration for her contract with Isaac to exchange her catering services for his payment of a certain amount. To constitute consideration, the value of whatever is exchanged must be
- legally sufficient.
 - objectively worthy.
 - practically sound.
 - grossly inadequate.

- ____ 142. Tom's Timber Outlet and Olivia, a consumer, enter into a contract for a sale of plywood. If the contract includes a clause that is perceived as grossly unfair to Olivia, its enforcement may be challenged under
- the predominant-factor test.
 - the principle of fair trade.
 - the mirror image rule.
 - the doctrine of unconscionability.
- ____ 143. Steve agrees to assume a debt of Thumb Grippers Company to Main Street Bank. The agreement is not in writing. To be enforceable, the promise must be for the benefit of
- any party.
 - Main Street.
 - Steve.
 - Thumb Grippers.
- ____ 144. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the retail value of the groceries.
 - the reasonable value of the groceries.
 - nothing.
 - the wholesale value of the groceries.

Fact Pattern 9-1A

Minka uses her computer to secretly install software on hundreds of personal computers without their owners' knowledge.

- ____ 145. Refer to Fact Pattern 9-1A. Minka's secretly installed software allows her to forward transmissions from her unauthorized network to even more systems. This network is
- a botnet.
 - a hacker.
 - a worm.
 - a bot.
- ____ 146. An anonymous person posts online a defamatory message about Dewitt. Not knowing the poster's identity, Dewitt files a suit against "John Doe." Using the authority of the court, Dewitt can obtain from the poster's Internet service provider
- the identity of the poster.
 - an apology.
 - damages.
 - none of the choices.
- ____ 147. Even-Flo Hydraulics enters into a contract to repair valves and fittings in Fiesta Company's plant. If Even-Flo breaches the contract, Fiesta can
- do nothing but temporarily suspend operations and wait.
 - file a criminal complaint against Even-Flo.
 - do nothing but make a deal with a different service provider.
 - sue Even-Flo for damages.

- ____ 148. Beth is injured in a car accident and sues Cash, alleging negligence. Cash claims that Beth was driving more carelessly than he was. Comparative negligence may reduce Beth's recovery
- only if Beth was as equally at fault as Cash.
 - only if Beth was less at fault than Cash.
 - only if Beth was more at fault than Cash.
 - even if Beth was only slightly at fault.
- ____ 149. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- trademark law.
 - copyright law.
 - patent law.
 - trade secrets law.
- ____ 150. Indelible Fabrics, Inc. (IFI), makes "Jean's Denim," a famous brand of clothing. Without IFI's consent, Kopy Company (KC) begins to use "jeansdenim" as part of a domain name. IFI files a suit against KC and engages in service of process. Service of process must provide
- space to fill in important information and time in which to do it.
 - equality and fairness in adjudication.
 - notice and an opportunity to respond.
 - privacy between the litigants and publicity in the judgment.
- ____ 151. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- enforceable if the other parties consent to it.
 - enforceable if the other parties have equal bargaining power.
 - not enforceable.
 - enforceable if the other parties are protected from liability.
- ____ 152. Jon, a law enforcement official, monitors Kelsey's Internet activities—e-mail and Web site visits—to gain access to her personal financial data and student information. This may violate Kelsey's right to
- procedural due process.
 - privacy.
 - equal protection of the law.
 - substantive due process.
- ____ 153. Crosby believes that he and Dakota agreed he would act as her personal sports trainer for seven workout sessions. In a later dispute, the existence of any contract can be judged by
- the parties' statements at the time of their alleged contract.
 - what the defendant claims was the parties' intent.
 - what the parties agree they intended.
 - what the plaintiff claims was the parties' intent.
- ____ 154. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- the law that applied to the issues in the case.
 - the credibility of the evidence that Mariah presented.
 - the dealings between the parties before the suit.
 - the conduct of the witnesses during the trial.

- _____ 155. Edie is injured when she is struck by debris from an explosion at Finest Fireworks Factory. The rule that harm must be foreseeable to constitute the proximate cause of an injury under a negligence theory was established in
- Rylands v. Fletcher.*
 - Edie v. Finest Fireworks Factory.*
 - Palsgraf v. Long Island Railroad Co.*
 - Congress.
- _____ 156. Lester and Myrtle want to rescind their contract under which Lester sold an MP3 player for \$40. To rescind the contract
- Myrtle must return the player only.
 - Lester must return the \$40 and Myrtle must return the player.
 - the parties can keep the "benefits" of their bargain.
 - Lester must return the \$40 only.
- _____ 157. Xtreme Publications, Inc., disseminates obscene materials. This is
- a right under the commerce clause.
 - a right under the First Amendment.
 - a crime under numerous state and federal statutes.
 - a privilege under Article IV, Section 2.
- _____ 158. John sees that Kris is about to step into the path of an oncoming bus. If John does not warn Kris of the danger, John is liable
- under no circumstances.
 - regardless of the consequences to Kris.
 - only if Kris is injured.
 - only if Kris is not injured.
- _____ 159. Deleon trespasses on Capital Corporation's property. Through the use of reasonable force, Capital's security guard Brenda detains Deleon until the police arrive. Capital is most likely liable for
- false imprisonment.
 - trespass to personal dignity.
 - abuse of process.
 - none of the choices.
- _____ 160. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- illegal but not unethical.
 - unethical but not illegal.
 - illegal and unethical.
 - legal and ethical.

Bus 241 - Spring 2012 -- - Final Exam Answer Section

TRUE/FALSE

1.	ANS: F	PTS: 1	REF: p. 214	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
2.	ANS: F	PTS: 1	REF: p. 147	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
3.	ANS: T	PTS: 1	REF: p. 178	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
4.	ANS: F	PTS: 1	REF: p. 127	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
5.	ANS: F	PTS: 1	REF: p. 186	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
6.	ANS: T	PTS: 1	REF: p. 7	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
7.	ANS: F	PTS: 1	REF: p. 79	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
8.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
9.	ANS: T	PTS: 1	REF: p. 233	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
10.	ANS: F	PTS: 1	REF: p. 131	NAT: AACSB Analytic AICPA Legal
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11.	ANS: F	PTS: 1	REF: p. 278	NAT: AACSB Reflective AICPA Legal
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12.	ANS: T	PTS: 1	REF: p. 334	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
13.	ANS: T	PTS: 1	REF: p. 122	NAT: AACSB Reflective AICPA Legal
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14.	ANS: F	PTS: 1	REF: p. 340	NAT: AACSB Analytic AICPA Legal
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15.	ANS: T	PTS: 1	REF: p. 178	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
16.	ANS: F	PTS: 1	REF: p. 34	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
17.	ANS: F	PTS: 1	REF: p. 291	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
18.	ANS: T	PTS: 1	REF: p. 334	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
19.	ANS: T	PTS: 1	REF: p. 335	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
20.	ANS: T	PTS: 1	REF: p. 291	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		

21. ANS: T PTS: 1 REF: p. 38
NAT: AACSB Analytic | AICPA Critical Thinking KEY: Test Bank A
TYP: N
22. ANS: F PTS: 1 REF: p. 274
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
23. ANS: T PTS: 1 REF: p. 263
KEY: Test Bank A TYP: N NAT: AACSB Reflective | AICPA Legal
24. ANS: F PTS: 1 REF: p. 162
NAT: AACSB Reflective | AICPA Critical Thinking KEY: Test Bank A
TYP: =
25. ANS: F PTS: 1 REF: p. 210
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
26. ANS: T PTS: 1 REF: p. 127
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
27. ANS: F PTS: 1 REF: p. 258
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
28. ANS: F PTS: 1 REF: p. 270
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
29. ANS: F PTS: 1 REF: p. 277
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
30. ANS: F PTS: 1 REF: p. 99
NAT: AACSB Ethics | AICPA Critical Thinking KEY: Test Bank A
TYP: N
31. ANS: F PTS: 1 REF: p. 168
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
32. ANS: F PTS: 1 REF: p. 290
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
33. ANS: F PTS: 1 REF: p. 362
KEY: Test Bank B TYP: N NAT: AACSB Analytic | AICPA Legal
34. ANS: F PTS: 1 REF: p. 361
KEY: Test Bank B TYP: + NAT: AACSB Reflective | AICPA Legal
35. ANS: F PTS: 1 REF: p. 248
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
36. ANS: F PTS: 1 REF: p. 334
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
37. ANS: F PTS: 1 REF: p. 176
KEY: Test Bank A TYP: N NAT: AACSB Reflective | AICPA Legal
38. ANS: T PTS: 1 REF: p. 245
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
39. ANS: T PTS: 1 REF: p. 366
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40. ANS: F PTS: 1 REF: p. 282
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41. ANS: F PTS: 1 REF: p. 76
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42. ANS: F PTS: 1 REF: p. 137
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal

43. ANS: T PTS: 1 REF: p. 291 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =
44. ANS: T PTS: 1 REF: p. 93 NAT: AACSB Ethics | AICPA Risk Analysis
KEY: Test Bank A
TYP: =
45. ANS: T PTS: 1 REF: p. 139 NAT: AACSB Analytic | AICPA Critical Thinking
KEY: Test Bank A
TYP: N
46. ANS: T PTS: 1 REF: p. 237 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
47. ANS: T PTS: 1 REF: p. 94 NAT: AACSB Ethics | AICPA Critical Thinking
KEY: Test Bank A
TYP: =
48. ANS: T PTS: 1 REF: p. 207 NAT: AACSB Analytic | AICPA Critical Thinking
KEY: Test Bank A
TYP: N
49. ANS: T PTS: 1 REF: p. 371 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank B TYP: N
50. ANS: F PTS: 1 REF: p. 277 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =
51. ANS: T PTS: 1 REF: p. 222 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
52. ANS: F PTS: 1 REF: p. 94 NAT: AACSB Ethics | AICPA Critical Thinking
KEY: Test Bank A
TYP: =
53. ANS: T PTS: 1 REF: p. 28 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =
54. ANS: F PTS: 1 REF: p. 222 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
55. ANS: F PTS: 1 REF: p. 243 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =
56. ANS: F PTS: 1 REF: p. 359 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank B TYP: N
57. ANS: T PTS: 1 REF: p. 39 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
58. ANS: F PTS: 1 REF: p. 292 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: =
59. ANS: F PTS: 1 REF: p. 246 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: =
60. ANS: F PTS: 1 REF: p. 139 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
61. ANS: T PTS: 1 REF: p. 260 NAT: AACSB Analytic | AICPA Legal
KEY: Test Bank A TYP: N
62. ANS: F PTS: 1 REF: p. 80 NAT: AACSB Reflective | AICPA Critical Thinking
KEY: Test Bank A
TYP: +
63. ANS: F PTS: 1 REF: p. 335 NAT: AACSB Reflective | AICPA Legal
KEY: Test Bank A TYP: +

64.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
66.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
68.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
70.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic AICPA Legal
71.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal
72.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic AICPA Legal
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
74.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
75.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
76.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
77.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 295	NAT: AACSB Analytic AICPA Legal
78.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
79.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
80.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

81.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
82.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
83.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
84.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal

85.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
86.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
87.	ANS: C NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
88.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
89.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
90.	ANS: A NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
91.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
92.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
93.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
94.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
95.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
96.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 374	NAT: AACSB Reflective AICPA Legal
97.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
98.	ANS: C KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
99.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
100.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
101.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
102.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
103.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
104.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
105.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 45	NAT: AACSB Reflective AICPA Legal
106.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 33	NAT: AACSB Reflective AICPA Legal

107.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
108.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
109.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
110.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
111.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
112.	ANS: B NAT: AACSB Reflective AICPA Decision Modeling TYP: =	PTS: 1	REF: p. 35	KEY: Test Bank A
113.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Reflective AICPA Legal
114.	ANS: A KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
115.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
116.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
117.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 367	NAT: AACSB Reflective AICPA Legal
118.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
119.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 274	NAT: AACSB Reflective AICPA Legal
120.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
121.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
122.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
123.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
124.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
125.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 5	NAT: AACSB Reflective AICPA Legal
127.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 256	NAT: AACSB Reflective AICPA Legal
128.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
129.	ANS: C KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal

130.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
131.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
132.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
133.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking	PTS: 1 TYP: +	REF: p. 101	KEY: Test Bank A
134.	ANS: A KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
135.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking	PTS: 1 TYP: =	REF: p. 80	KEY: Test Bank A
136.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 146	NAT: AACSB Reflective AICPA Legal
137.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking	PTS: 1 TYP: =	REF: p. 34	KEY: Test Bank A
138.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
139.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
140.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
141.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
142.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal
143.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
144.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
145.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 195	NAT: AACSB Reflective AICPA Legal
146.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
147.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
148.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
149.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
150.	ANS: C NAT: AACSB Communication AICPA Critical Thinking	PTS: 1 TYP: =	REF: p. 53	KEY: Test Bank A
151.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal

152. ANS: B PTS: 1 REF: p. 89
 NAT: AACSB Reflective | AICPA Risk Analysis KEY: Test Bank A
 TYP: N
153. ANS: A PTS: 1 REF: p. 207 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: N
154. ANS: A PTS: 1 REF: p. 38 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: =
155. ANS: C PTS: 1 REF: p. 140 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: =
156. ANS: B PTS: 1 REF: p. 340 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: =
157. ANS: C PTS: 1 REF: p. 82 NAT: AACSB Analytic | AICPA Legal
 KEY: Test Bank A TYP: =
158. ANS: A PTS: 1 REF: p. 139 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: =
159. ANS: D PTS: 1 REF: p. 118 NAT: AACSB Reflective | AICPA Legal
 KEY: Test Bank A TYP: +
160. ANS: C PTS: 1 REF: p. 107
 NAT: AACSB Reflective | AICPA Critical Thinking KEY: Test Bank A
 TYP: =

	<u> F </u> 16.	<u> F </u> 37.	<u> F </u> 60.	
	<u> F </u> 17.	<u> T </u> 38.	<u> T </u> 61.	<u> C </u> 81.
	<u> T </u> 18.	<u> T </u> 39.	<u> F </u> 62.	
		<u> F </u> 40.	<u> F </u> 63.	
	<u> T </u> 19.	<u> F </u> 41.	<u> F </u> 64.	
	<u> T </u> 20.	<u> F </u> 42.	<u> F </u> 65.	<u> A </u> 82.
	<u> T </u> 21.			
<u> F </u> 1.	<u> F </u> 22.	<u> T </u> 43.	<u> T </u> 66.	
		<u> T </u> 44.	<u> F </u> 67.	
<u> F </u> 2.	<u> T </u> 23.	<u> T </u> 45.	<u> F </u> 68.	<u> D </u> 83.
<u> T </u> 3.	<u> F </u> 24.	<u> T </u> 46.	<u> F </u> 69.	
<u> F </u> 4.	<u> F </u> 25.	<u> T </u> 47.	<u> T </u> 70.	
<u> F </u> 5.	<u> T </u> 26.	<u> T </u> 48.	<u> T </u> 71.	<u> C </u> 84.
<u> T </u> 6.	<u> F </u> 27.	<u> T </u> 49.	<u> T </u> 72.	
<u> F </u> 7.	<u> F </u> 28.	<u> F </u> 50.	<u> F </u> 73.	<u> D </u> 85.
<u> F </u> 8.	<u> F </u> 29.	<u> T </u> 51.	<u> F </u> 74.	
<u> T </u> 9.	<u> F </u> 30.	<u> F </u> 52.	<u> F </u> 75.	
	<u> F </u> 31.	<u> T </u> 53.		
<u> F </u> 10.			<u> T </u> 76.	<u> A </u> 86.
<u> F </u> 11.	<u> F </u> 32.	<u> F </u> 54.	<u> F </u> 77.	
<u> T </u> 12.	<u> F </u> 33.	<u> F </u> 55.		
<u> T </u> 13.		<u> F </u> 56.	<u> T </u> 78.	<u> C </u> 87.
<u> F </u> 14.	<u> F </u> 34.	<u> T </u> 57.	<u> T </u> 79.	
	<u> F </u> 35.	<u> F </u> 58.	<u> F </u> 80.	
<u> T </u> 15.	<u> F </u> 36.	<u> F </u> 59.		

<u> A </u> 88.	<u> B </u> 95.	<u> C </u> 101.	<u> B </u> 108.	<u> A </u> 114.
<u> B </u> 89.	<u> C </u> 96.	<u> C </u> 102.	<u> B </u> 109.	<u> A </u> 115.
	<u> C </u> 97.	<u> C </u> 103.		<u> B </u> 116.
<u> A </u> 90.			<u> D </u> 110.	
		<u> B </u> 104.		<u> A </u> 117.
<u> C </u> 91.			<u> B </u> 111.	
	<u> C </u> 98.			<u> A </u> 118.
		<u> A </u> 105.	<u> B </u> 112.	
<u> B </u> 92.				
	<u> A </u> 99.			
<u> B </u> 93.		<u> B </u> 106.	<u> D </u> 113.	<u> D </u> 119.
	<u> A </u> 100.			
<u> B </u> 94.		<u> C </u> 107.		<u> B </u> 120.

<u> B </u> 121.	<u> B </u> 128.	<u> A </u> 135.	<u> D </u> 142.	<u> D </u> 148.
<u> C </u> 122.	<u> C </u> 129.	<u> A </u> 136.	<u> C </u> 143.	<u> B </u> 149.
<u> C </u> 123.	<u> C </u> 130.		<u> B </u> 144.	<u> C </u> 150.
		<u> B </u> 137.		
<u> D </u> 124.	<u> A </u> 131.			<u> C </u> 151.
		<u> A </u> 138.	<u> A </u> 145.	
<u> D </u> 125.				<u> B </u> 152.
	<u> C </u> 132.	<u> C </u> 139.	<u> A </u> 146.	
<u> A </u> 126.	<u> D </u> 133.			<u> A </u> 153.
		<u> B </u> 140.		
<u> D </u> 127.			<u> D </u> 147.	
	<u> A </u> 134.			<u> A </u> 154.
		<u> A </u> 141.		

C 155.

 B 156.

 C 157.

 A 158.

 D 159.

 C 160.

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	A	B	C
TF	1	8	35
TF	2	79	4
TF	3	43	44
TF	4	10	6
TF	5	9	63
TF	6	33	72
TF	7	73	73
TF	8	42	47
TF	9	50	23
TF	10	61	61
TF	11	48	41
TF	12	40	53
TF	13	70	37
TF	14	68	57
TF	15	24	5
TF	16	37	24
TF	17	47	17
TF	18	53	26
TF	19	35	25
TF	20	14	13
TF	21	41	22
TF	22	67	19
TF	23	52	27
TF	24	17	78
TF	25	13	43
TF	26	60	15
TF	27	4	69
TF	28	64	29
TF	29	38	20
TF	30	57	40
TF	31	39	1
TF	32	11	58
TF	33	66	2
TF	34	15	21
TF	35	5	75
TF	36	23	18
TF	37	3	55
TF	38	62	28
TF	39	1	10
TF	40	58	71
TF	41	7	52
TF	42	6	54
TF	43	78	62
TF	44	44	70
TF	45	12	11
TF	46	20	59
TF	47	28	64
TF	48	71	60
TF	49	56	77
TF	50	69	51
TF	51	19	3

	A	B	C
TF	52	34	46
TF	53	74	12
TF	54	75	76
TF	55	25	66
TF	56	54	31
TF	57	65	38
TF	58	49	14
TF	59	76	16
TF	60	29	30
TF	61	27	45
TF	62	77	36
TF	63	31	74
TF	64	26	32
TF	65	2	65
TF	66	63	9
TF	67	16	50
TF	68	22	79
TF	69	21	7
TF	70	46	42
TF	71	72	48
TF	72	80	67
TF	73	59	80
TF	74	45	8
TF	75	32	68
TF	76	51	56
TF	77	30	34
TF	78	55	33
TF	79	18	39
TF	80	36	49
MC	81	81	83
MC	82	117	108
MC	83	103	156
MC	84	86	107
MC	85	149	151
MC	86	135	86
MC	87	152	105
MC	88	110	102
MC	89	123	146
MC	90	93	131
MC	91	159	153
MC	92	112	154
MC	93	84	160
MC	94	104	143
MC	95	100	132
MC	96	106	88
MC	97	94	91
MC	98	95	90
MC	99	137	125
MC	100	134	99
MC	101	98	134
MC	102	88	123

	A	B	C
MC	103	90	120
MC	104	89	119
MC	105	154	85
MC	106	155	147
MC	107	157	127
MC	108	105	140
MC	109	124	145
MC	110	109	110
MC	111	140	126
MC	112	133	103
MC	113	148	81
MC	114	144	109
MC	115	107	115
MC	116	126	97
MC	117	96	100
MC	118	122	136
MC	119	108	82
MC	120	125	106
MC	121	145	118
MC	122	158	114
MC	123	128	87
MC	124	115	141
MC	125	118	148
MC	126	147	130
MC	127	127	159
MC	128	120	93
MC	129	139	124
MC	130	116	155
MC	131	131	144
MC	132	99	158
MC	133	85	121
MC	134	83	101
MC	135	160	157
MC	136	151	112
MC	137	132	138
MC	138	146	122
MC	139	156	152
MC	140	138	133
MC	141	153	104
MC	142	91	89
MC	143	150	92
MC	144	82	128
MC	145	92	135
MC	146	142	149
MC	147	141	150
MC	148	101	137
MC	149	113	95
MC	150	136	84
MC	151	87	139
MC	152	130	111
MC	153	121	129

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	A	B	C
MC	154	97	94
MC	155	114	113
MC	156	111	116
MC	157	143	98
MC	158	102	142
MC	159	129	96
MC	160	119	117