

Bus 241 - Spring 2013 -- - 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 NINETEEN (19) pages and 163 questions to this exam -- 80 True False, and 83 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. Restricting the bonuses that are paid to executives is unethical.
- _____ 2. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- _____ 3. In an employment contract, a covenant not to compete can be enforceable.
- _____ 4. An illusory promise is a promise that is enforceable without consideration.
- _____ 5. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- _____ 6. The minimal acceptable standard for ethical behavior is compliance with the law.
- _____ 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. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash, goods, or services.
- _____ 9. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- _____ 10. Business ethics is consistent only with short-run profit maximization.
- _____ 11. Picking pockets is not robbery.
- _____ 12. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- _____ 13. For consideration to have "legally sufficient value," it must consist of goods or money.
- _____ 14. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.

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- ___ 15. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- ___ 16. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 17. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- ___ 18. 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.
- ___ 19. A party's oral agreement to pay another's debt is never enforceable.
- ___ 20. An offeror must have a serious intention to become bound by the offer.
- ___ 21. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- ___ 22. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- ___ 23. Causation in fact can be determined by use of the *but for* test.
- ___ 24. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 25. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- ___ 26. Congress can regulate all commerce in the United States.
- ___ 27. The purpose of the doctrine of election of remedies is to permit double recovery.
- ___ 28. *Venue* is the term for the subject matter of a case.
- ___ 29. It is possible to copyright an idea.
- ___ 30. Changing a trademark is forgery.
- ___ 31. Misrepresentation of a material fact cannot occur through words alone.
- ___ 32. A contract involving property of any kind must be in writing to be enforceable.
- ___ 33. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 34. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 35. The United States Supreme Court has original jurisdiction in rare instances.

- _____ 36. An *unauthorized* scan of a bank account can be an invasion of privacy.
- _____ 37. No offer may be revoked before it is accepted.
- _____ 38. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- _____ 39. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- _____ 40. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 41. Disparagement of property is another term for appropriation.
- _____ 42. In some states, lawyers are not allowed to represent people in small claims courts.
- _____ 43. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- _____ 44. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- _____ 45. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 46. There are no state statutes regulating the use of spam.
- _____ 47. A motion for summary judgment may be made before, during, or after a trial.
- _____ 48. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- _____ 49. Under the UCC, a sales or lease contract will fail for indefiniteness if one or more terms are left open.
- _____ 50. A person who commits larceny can be sued under tort law.
- _____ 51. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- _____ 52. A statement of opinion is generally subject to a claim of fraud.
- _____ 53. Remedies in equity include injunctions and decrees of specific performance.
- _____ 54. Thinking about killing someone constitutes the crime of attempted murder.
- _____ 55. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- _____ 56. Article 2A of the UCC does *not* cover subleases of goods.
- _____ 57. To rescind a contract for fraud, a plaintiff must prove an injury.

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- ___ 58. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 59. The Constitution expressly excludes state regulation of commerce.
- ___ 60. Parents are required by law to provide necessities for their minor children.
- ___ 61. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 62. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 63. A contract to do something that is prohibited by statutory law is void.
- ___ 64. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 65. Most parties settle their lawsuits for damages or other remedies prior to trial.
- ___ 66. The First Amendment does not protect corporate political speech.
- ___ 67. A federal case typically originates in a state court.
- ___ 68. An agreement is evidenced by a single event: an offer.
- ___ 69. Damages are designed to punish a breaching party and deter others from similar conduct.
- ___ 70. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- ___ 71. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 72. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 73. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 74. Business ethics focuses on ethical behavior in the business world.
- ___ 75. A contract is void if one of the parties was intoxicated at the time of its formation.
- ___ 76. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 77. Under the theory of negligence, the duty of care requires an *intentional* act.
- ___ 78. A contract must be in writing to be enforceable if performance is impossible within one year.
- ___ 79. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.

- _____ 80. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.

Multiple Choice

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

- _____ 81. 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
- a. constitutional under the First Amendment.
 - b. not subject to the U.S. Constitution.
 - c. unconstitutional under the First Amendment.
 - d. unconstitutional under the commerce clause.
- _____ 82. Overseas Corporation (OC), a U.S. firm, orally agrees to sell six freezers to Pisa Pizza, Ltd., in Italy. OC fails to deliver. Under the CISG, Pisa Pizza can
- a. not enforce the agreement because the price term is not specified.
 - b. not enforce the agreement because there is no consideration.
 - c. enforce the agreement.
 - d. not enforce the agreement because it is not in writing.
- _____ 83. 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
- a. the identity of the poster.
 - b. an apology.
 - c. damages.
 - d. none of the choices.
- _____ 84. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a. a crime, but not a felony.
 - b. a felony if it is committed for a commercial purpose.
 - c. not a crime.
 - d. a felony if Quant brings a civil suit against Rashad.
- _____ 85. 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
- a. nothing.
 - b. better treatment than Kawa.
 - c. worse treatment than Kawa.
 - d. the same treatment as Kawa.
- _____ 86. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- a. void as a matter of law.
 - b. void unless it is also signed by Ed, the manager of Dine & Drink.
 - c. valid but may be disaffirmed.
 - d. valid but may not be disaffirmed.

- _____ 87. Jill and Karl contract for the sale of Jill's horse for \$1,000. Unknown to either party, the horse has died. Karl is
- not required to pay due to the *mutual* mistake.
 - not required to pay due to the *unilateral* mistake.
 - entitled to another horse of equivalent value.
 - required to pay because she assumed the risk the horse might die.
- _____ 88. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- perform specific government functions.
 - act as liaisons between federal and state governments.
 - standardize laws for the executive and judicial branches.
 - impose uniform laws on the states.
- _____ 89. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an executed contract.
 - a quasi contract.
 - an implied contract.
 - an express contract.

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.

- _____ 90. Refer to Fact Pattern 14-1A. In terms of the impact on Linea's agreement with HLI, Newt's misdiagnosis is
- a mistake of fact.
 - negligent misrepresentation.
 - innocent misrepresentation.
 - an expert's puffery.
- _____ 91. Refer to Fact Pattern 14-1A. Most likely, Linea may
- set aside the settlement with HLI.
 - obtain damages from Newt.
 - obtain damages from HLI.
 - recover nothing.
- _____ 92. 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
- the United States Supreme Court to refuse jurisdiction.
 - a state court to exercise appellate jurisdiction.
 - no court to exercise jurisdiction.
 - a federal court to exercise original jurisdiction.
- _____ 93. 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
- patent infringement.
 - copyright infringement.
 - trademark infringement.
 - none of the choices.

- _____ 94. In a dispute over a sale involving a bicycle, Dain argues that as to this deal Emory's Hobby Shop, where Dain bought the bike, is a merchant. A court may determine whether Emory's is a merchant by assessing whether
- its owner enjoys biking.
 - it holds itself out by occupation as having knowledge or skill unique to the bike in the transaction.
 - it has sold any bikes within the last year.
 - it subscribes to *Bike*, a biweekly trade magazine.
- _____ 95. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- all of the buyers and sellers.
 - Tyra and Uli only.
 - Rally and SnoSportz only.
 - SnoSportz and Tyra only.
- _____ 96. 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.
 - early neutral case evaluation.
 - a mini-trial.
 - court-ordered arbitration.
- _____ 97. 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.
- _____ 98. 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 perform what was promised.
 - an order to do or to refrain from doing a particular act.
- _____ 99. Lester and Myrtle want to rescind their contract under which Lester sold an MP3 player for \$40. To rescind the contract
- the parties can keep the "benefits" of their bargain.
 - Lester must return the \$40 only.
 - Myrtle must return the player only.
 - Lester must return the \$40 and Myrtle must return the player.
- _____ 100. 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.
 - file a criminal complaint against Even-Flo.
 - do nothing but temporarily suspend operations and wait.

- _____ 101. 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 Uniform Commercial Code.
 - b. the United Nations Convention on Contracts for the International Sale of Goods.
 - c. the provisions in the laws of both countries that are similar.
 - d. Spanish law.
- _____ 102. 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. trespass to personal dignity.
 - b. abuse of process.
 - c. false imprisonment.
 - d. none of the choices.
- _____ 103. 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
- a. a Good Samaritan statutes.
 - b. negligence *per se*.
 - c. *res ipsa loquitur*.
 - d. the "danger invites rescue" doctrine.
- _____ 104. 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
- a. even if Beth was only slightly at fault.
 - b. only if Beth was as equally at fault as Cash.
 - c. only if Beth was less at fault than Cash.
 - d. only if Beth was more at fault than Cash.
- _____ 105. 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. no one.
 - d. Nicole.
- _____ 106. 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
- a. sufficient minimum contacts.
 - b. standing.
 - c. jurisdiction.
 - d. *certiorari*.
- _____ 107. 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
- a. Main Street.
 - b. Thumb Grippers.
 - c. any party.
 - d. Steve.

- _____ 108. 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.
 - none of the states, to date.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.
- _____ 109. 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
- mutually agreeing not to commit fraud.
 - repeating the terms in a phone call.
 - setting out the terms in a memo.
 - shaking hands on the deal.
- _____ 110. 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
- Canada only.
 - all of the signatories of the Berne Convention.
 - Canada and the United States only.
 - none of the choices.
- _____ 111. 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.
- _____ 112. 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.
 - cash only.
 - cash or check only.
 - any commercially normal or acceptable means except credit card.
- _____ 113. 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 the dollar amount is missing.
 - unenforceable because the employees are paid salaries.
 - unenforceable because it is not supported by consideration.
 - enforceable.
- _____ 114. 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 are protected from liability.
 - enforceable if the other parties have equal bargaining power.
 - not enforceable.

- _____ 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
- legally sufficient.
 - objectively worthy.
 - grossly inadequate.
 - practically sound.

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.

- _____ 116. 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 advisory interrogatory.
 - a responding motion for judgment on the brief.
 - a request for a deposition.
 - an answering brief.
- _____ 117. 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 difference between Damon's price and the actual cost of repair.
 - nothing.
 - the cost of new turf.
- _____ 118. 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.
- _____ 119. 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.
 - make reasonable efforts to relet the premises to mitigate damages.
 - relet the premises to recover damages from Ray.
- _____ 120. 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.

- ____ 121. 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
- federal and state courts have concurrent jurisdiction.
 - state courts have exclusive jurisdiction.
 - no court has jurisdiction.
 - federal courts have exclusive jurisdiction.
- ____ 122. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- only if Lyle is injured.
 - under no circumstances.
 - under any circumstances.
 - only if Lyle is not injured.
- ____ 123. 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.
 - Green.
 - any interested third party, such as a janitorial supplies provider.
 - none of the choices.
- ____ 124. 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.
 - privacy.
 - procedural due process.
 - equal protection of the law.
- ____ 125. 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.
 - an order to perform what was promised.
 - a payment of money or property as compensation.
- ____ 126. 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.
 - privacy between the litigants and publicity in the judgment.
 - notice and an opportunity to respond.
- ____ 127. 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
- \$2,000.
 - \$17,000.
 - \$0.
 - \$15,000.

- _____ 128. 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 government.
 - the U.S. Chamber of Commerce.
 - the firm's competitors.
- _____ 129. 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 federal court.
 - a state legislature.
 - none of the choices.
- _____ 130. 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.
 - Garland's use is intentional.
 - Garland does not have Ian's permission.
 - consumers are confused.
- _____ 131. 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
- nothing.
 - damages only.
 - damages, fines, or imprisonment.
 - fines or imprisonment only.
- _____ 132. 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 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.
 - provide Fidelio with funds for a foreseeable loss beyond the contract.
- _____ 133. Xtreme Publications, Inc., disseminates obscene materials. This is
- a privilege under Article IV, Section 2.
 - a crime under numerous state and federal statutes.
 - a right under the commerce clause.
 - a right under the First Amendment.
- _____ 134. 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.
 - the later testimony of the parties.
 - the face of the instrument.
 - any relevant extrinsic evidence.

- _____ 135. 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.
 - a "substantial enough" connection with the state.
 - not connected with the state.
 - "uploading" to the state.
- _____ 136. 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 quantity of the goods.
 - the shipping arrangements.
 - the price of the goods.
 - the duration of the deal.
- _____ 137. 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.
- _____ 138. 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 parties agree they intended.
 - what the defendant claims was the parties' intent.
 - the parties' statements at the time of their alleged contract.
 - what the plaintiff claims was the parties' intent.
- _____ 139. 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 not injured.
 - under no circumstances.
 - only if Kris is injured.
 - regardless of the consequences to Kris.
- _____ 140. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- 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.
 - the dealings between the parties before the suit.
- _____ 141. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- a neutral place of business halfway between the parties' locations.
 - Gina's place of business.
 - a "reasonable" place of delivery.
 - Fresh Harvest's place of business.

Fact Pattern 2-1A

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

- ____ 142. 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 dispute will eventually go to trial.
 - the case will be heard by a mini-jury.
 - the process is not adversarial.
 - the resolution of the dispute will be decided an expert.
- ____ 143. 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
- mediation.
 - conciliation.
 - intervention.
 - arbitration.
- ____ 144. 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.
 - illegal and unethical.
 - illegal but not unethical.
 - legal and ethical.
- ____ 145. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- dismissed or settled at this point.
 - resolved only after a trial ends.
 - settled only during a trial.
 - dismissed only after a trial begins.
- ____ 146. Quinn enters into a series of agreements with Reba involving a sale of a Suite Dreams Motel, including the land, building, furnishings, shares of stock in Suite Dreams Company, and a contract with Trudy to create an ad campaign. Reba suspects that Quinn may be misrepresenting the facts. The UCC Statute of Frauds governs the sale of
- the furnishings priced at \$500 or more.
 - any of the property evidenced by a writing.
 - any of the property that may involve fraud.
 - the land and the building.
- ____ 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
- the essential terms.
 - the qualitative terms.
 - the preliminary terms.
 - every term.

- _____ 148. 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.
 - reformation.
 - specific performance.
- _____ 149. 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.
 - the same priority.
 - more priority.
- _____ 150. 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.
 - an accord and satisfaction.
 - a covenant not to sue.
- _____ 151. Joy invites Ken into her apartment. Ken commits trespass to land if he
- makes disparaging remarks about Joy to others.
 - harms the apartment in any way.
 - enters the apartment with fraudulent intent.
 - refuses to leave when Joy asks him to go.
- _____ 152. 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*.
 - Congress.
 - Palsgraf v. Long Island Railroad Co.*
- _____ 153. 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 copies the entire work.
 - Lex distributes the copies freely to the public.
 - Lex's use is for a commercial purpose.
 - Lex's use has no effect on the market for Mina's work.
- _____ 154. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the reasonable value of the groceries.
 - nothing.
 - the retail value of the groceries.
 - the wholesale value of the groceries.

- ____ 155. 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 virus.
 - a botnet.

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.

- ____ 156. 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 supported by consideration.
 - a complete and final statement of their agreement.
 - not fully integrated.
 - fully integrated.
- ____ 157. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- prudent awareness only.
 - performance of a particular act only.
 - promise only.
 - payment of money only.
- ____ 158. 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 consumers are confused *and* Ellen and Frank are competitors.
 - only if Ellen and Frank are competitors.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
 - only if consumers are confused.
- ____ 159. 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 operating manual only.
 - the name only.
 - the hard drive only.
 - the hard drive, the name, and the operating manual.
- ____ 160. 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 nominal damages clause.
 - a penalty clause.
 - a mitigation of damages clause.

- ____ 161. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- copyright law.
 - trademark law.
 - trade secrets law.
 - patent law.
- ____ 162. 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 the shove was offensive.
 - if Parkside did not overcharge Ogden.
 - under no circumstances—the shove was not a battery.
 - if Ogden acted out of malice.

Fact Pattern 19-1A

Olisa enters into a contract to buy a stove from Pay-to-Own Appliance store with the price to be paid in monthly installments. After thirty-six months of payments, Olisa has paid more than twice the price of a similar stove. Eighteen payments remain due under the contract.

- ____ 163. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- the principle of fair trade.
 - the predominant-factor test.
 - the concept of good faith.
 - the doctrine of unconscionability.

Bus 241 - Spring 2013 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | | |
|-----|---|--------|-------------|-------------------------------------|
| 1. | ANS: F | PTS: 1 | REF: p. 99 | |
| | NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| | TYP: N | | | |
| 2. | ANS: F | PTS: 1 | REF: p. 214 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 3. | ANS: T | PTS: 1 | REF: p. 263 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 4. | ANS: F | PTS: 1 | REF: p. 248 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 5. | ANS: T | PTS: 1 | REF: p. 371 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank B | TYP: N | | |
| 6. | ANS: T | PTS: 1 | REF: p. 94 | |
| | NAT: AACSB Analytic AICPA Critical Thinking | | | 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: T | PTS: 1 | REF: p. 358 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: + | | |
| 9. | ANS: T | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 10. | ANS: F | PTS: 1 | REF: p. 94 | |
| | NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| | TYP: = | | | |
| 11. | ANS: T | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 12. | ANS: F | PTS: 1 | REF: p. 358 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank B | TYP: + | | |
| 13. | ANS: F | PTS: 1 | REF: p. 243 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 14. | ANS: T | PTS: 1 | REF: p. 245 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 15. | ANS: T | PTS: 1 | REF: p. 28 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 16. | ANS: T | PTS: 1 | REF: p. 366 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank B | TYP: N | | |
| 17. | ANS: T | PTS: 1 | REF: p. 233 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: N | | |
| 18. | ANS: F | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |
| 19. | ANS: F | PTS: 1 | REF: p. 292 | NAT: AACSB Reflective AICPA Legal |
| | KEY: Test Bank A | TYP: = | | |

20.	ANS: T	PTS: 1	REF: p. 222	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
21.	ANS: T	PTS: 1	REF: p. 237	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
22.	ANS: F	PTS: 1	REF: p. 277	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
23.	ANS: T	PTS: 1	REF: p. 139	
	NAT: AACSB Analytic AICPA Critical Thinking			KEY: Test Bank A
	TYP: N			
24.	ANS: T	PTS: 1	REF: p. 207	
	NAT: AACSB Analytic AICPA Critical Thinking			KEY: Test Bank A
	TYP: N			
25.	ANS: F	PTS: 1	REF: p. 35	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
26.	ANS: T	PTS: 1	REF: p. 76	
	NAT: AACSB Analytic AICPA Critical Thinking			KEY: Test Bank A
	TYP: N			
27.	ANS: F	PTS: 1	REF: p. 343	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
28.	ANS: F	PTS: 1	REF: p. 34	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
29.	ANS: F	PTS: 1	REF: p. 162	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
30.	ANS: T	PTS: 1	REF: p. 179	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
31.	ANS: F	PTS: 1	REF: p. 278	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
32.	ANS: F	PTS: 1	REF: p. 290	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
33.	ANS: T	PTS: 1	REF: p. 277	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
34.	ANS: F	PTS: 1	REF: p. 295	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: +		
35.	ANS: T	PTS: 1	REF: p. 39	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
36.	ANS: T	PTS: 1	REF: p. 122	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
37.	ANS: F	PTS: 1	REF: p. 210	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: =		
38.	ANS: F	PTS: 1	REF: p. 362	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank B	TYP: N		
39.	ANS: T	PTS: 1	REF: p. 94	
	NAT: AACSB Ethics AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
40.	ANS: T	PTS: 1	REF: p. 263	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		

41.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic AICPA Legal
42.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 38	KEY: Test Bank A
43.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 231	NAT: AACSB Analytic AICPA Legal
44.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
45.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
46.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 131	NAT: AACSB Analytic AICPA Legal
47.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
48.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 335	NAT: AACSB Reflective AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 362	NAT: AACSB Reflective AICPA Legal
50.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
51.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Analytic AICPA Legal
53.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic AICPA Legal
54.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 176	NAT: AACSB Reflective AICPA Legal
55.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
56.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
57.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
58.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
59.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic AICPA Legal
60.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Analytic AICPA Legal
61.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 127	NAT: AACSB Reflective AICPA Legal
62.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
63.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 260	NAT: AACSB Analytic AICPA Legal

64.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
65.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
66.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 80	KEY: Test Bank A
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
68.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
70.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic AICPA Legal
71.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
72.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic AICPA Legal
74.	ANS: T NAT: AACSB Ethics AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 93	KEY: Test Bank A
75.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	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 A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
78.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
79.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 168	NAT: AACSB Analytic AICPA Legal
80.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

81.	ANS: C NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A
82.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 375	NAT: AACSB Reflective AICPA Legal
83.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
84.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal

85.	ANS: D	PTS: 1	REF: p. 170	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
86.	ANS: A	PTS: 1	REF: p. 256	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
87.	ANS: A	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
88.	ANS: A	PTS: 1	REF: p. 5	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
89.	ANS: D	PTS: 1	REF: p. 210	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
90.	ANS: A	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
91.	ANS: A	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
92.	ANS: D	PTS: 1	REF: p. 33	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
93.	ANS: A	PTS: 1	REF: p. 161	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
94.	ANS: B	PTS: 1	REF: p. 361	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
95.	ANS: A	PTS: 1	REF: p. 361	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
96.	ANS: A	PTS: 1	REF: p. 45	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
97.	ANS: B	PTS: 1	REF: p. 32	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
98.	ANS: D	PTS: 1	REF: p. 7	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
99.	ANS: D	PTS: 1	REF: p. 340	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
100.	ANS: B	PTS: 1	REF: p. 334	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
101.	ANS: B	PTS: 1	REF: p. 374	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
102.	ANS: D	PTS: 1	REF: p. 118	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
103.	ANS: B	PTS: 1	REF: p. 146	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
104.	ANS: A	PTS: 1	REF: p. 144	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
105.	ANS: B	PTS: 1	REF: p. 257	
	NAT: AACSB Communication AICPA Legal			KEY: Test Bank A
	TYP: N			
106.	ANS: B	PTS: 1	REF: p. 35	
	NAT: AACSB Reflective AICPA Decision Modeling			KEY: Test Bank A
	TYP: =			
107.	ANS: D	PTS: 1	REF: p. 292	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

108.	ANS: B KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
109.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
110.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
111.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
112.	ANS: A KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
113.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
114.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 345	NAT: AACSB Reflective AICPA Legal
115.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
116.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 67	NAT: AACSB Reflective AICPA Legal
117.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
118.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal
119.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
120.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
121.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
122.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 141	NAT: AACSB Reflective AICPA Legal
123.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
124.	ANS: B NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
125.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
126.	ANS: D NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
127.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
128.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
129.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal

130.	ANS: C KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
131.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
132.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
133.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
134.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
135.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 34	KEY: Test Bank A
136.	ANS: A KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
137.	ANS: D KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal
138.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Reflective AICPA Legal
139.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
140.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
141.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
142.	ANS: C NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 41	KEY: Test Bank A
143.	ANS: D NAT: AACSB Reflective AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 42	KEY: Test Bank A
144.	ANS: B NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
145.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
146.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
147.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
148.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
149.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
150.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
151.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal

152.	ANS: D	PTS: 1	REF: p. 140	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
153.	ANS: D	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
154.	ANS: A	PTS: 1	REF: p. 257	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
155.	ANS: A	PTS: 1	REF: p. 196	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
156.	ANS: C	PTS: 1	REF: p. 370	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
157.	ANS: C	PTS: 1	REF: p. 208	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
158.	ANS: C	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
159.	ANS: C	PTS: 1	REF: p. 158	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
160.	ANS: A	PTS: 1	REF: p. 338	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
161.	ANS: A	PTS: 1	REF: p. 164	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
162.	ANS: A	PTS: 1	REF: p. 118	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
163.	ANS: D	PTS: 1	REF: p. 372	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		

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

<u> A </u> 87.	<u> B </u> 94.	<u> B </u> 101.	<u> B </u> 108.	<u> A </u> 115.
<u> A </u> 88.	<u> A </u> 95.	<u> D </u> 102.	<u> C </u> 109.	
				<u> D </u> 116.
<u> D </u> 89.		<u> B </u> 103.	<u> B </u> 110.	
	<u> A </u> 96.			<u> A </u> 117.
		<u> A </u> 104.	<u> B </u> 111.	
<u> A </u> 90.	<u> B </u> 97.			<u> A </u> 118.
		<u> B </u> 105.	<u> A </u> 112.	
<u> A </u> 91.	<u> D </u> 98.			<u> C </u> 119.
		<u> B </u> 106.	<u> C </u> 113.	
<u> D </u> 92.	<u> D </u> 99.			<u> B </u> 120.
			<u> D </u> 114.	
<u> A </u> 93.	<u> B </u> 100.	<u> D </u> 107.		

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

A 155.

 A 161.

 A 162.

 C 156.

 D 163.

 C 157.

 C 158.

 C 159.

 A 160.

Bus 241 - Spring 2013 -- - 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 NINETEEN (19) pages and 163 questions to this exam -- 80 True False, and 83 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 offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- _____ 2. A person who commits larceny can be sued under tort law.
- _____ 3. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- _____ 4. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- _____ 5. Thinking about killing someone constitutes the crime of attempted murder.
- _____ 6. Congress can regulate all commerce in the United States.
- _____ 7. An agreement is evidenced by a single event: an offer.
- _____ 8. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- _____ 9. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- _____ 10. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- _____ 11. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- _____ 12. A statement of opinion is generally subject to a claim of fraud.
- _____ 13. Parents are required by law to provide necessities for their minor children.
- _____ 14. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.
- _____ 15. A promise to do what one already has a legal duty to do is legally sufficient consideration.

Name: _____

ID: B

- ___ 16. A contract must be in writing to be enforceable if performance is impossible within one year.
- ___ 17. Article 2A of the UCC does *not* cover subleases of goods.
- ___ 18. There are no state statutes regulating the use of spam.
- ___ 19. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 20. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 21. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 22. A contract to do something that is prohibited by statutory law is void.
- ___ 23. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 24. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 25. Under the UCC, a sales or lease contract will fail for indefiniteness if one or more terms are left open.
- ___ 26. The First Amendment does not protect corporate political speech.
- ___ 27. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 28. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- ___ 29. An illusory promise is a promise that is enforceable without consideration.
- ___ 30. An offeror must have a serious intention to become bound by the offer.
- ___ 31. 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.
- ___ 32. Remedies in equity include injunctions and decrees of specific performance.
- ___ 33. The Constitution expressly excludes state regulation of commerce.
- ___ 34. Picking pockets is not robbery.
- ___ 35. Changing a trademark is forgery.
- ___ 36. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 37. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.

Name: _____

ID: B

- _____ 38. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- _____ 39. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- _____ 40. The purpose of the doctrine of election of remedies is to permit double recovery.
- _____ 41. Business ethics focuses on ethical behavior in the business world.
- _____ 42. Most parties settle their lawsuits for damages or other remedies prior to trial.
- _____ 43. The United States Supreme Court has original jurisdiction in rare instances.
- _____ 44. A contract is void if one of the parties was intoxicated at the time of its formation.
- _____ 45. Under the theory of negligence, the duty of care requires an *intentional* act.
- _____ 46. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 47. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- _____ 48. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.
- _____ 49. In an employment contract, a covenant not to compete can be enforceable.
- _____ 50. To rescind a contract for fraud, a plaintiff must prove an injury.
- _____ 51. A motion for summary judgment may be made before, during, or after a trial.
- _____ 52. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- _____ 53. A contract involving property of any kind must be in writing to be enforceable.
- _____ 54. Restricting the bonuses that are paid to executives is unethical.
- _____ 55. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash, goods, or services.
- _____ 56. A party's oral agreement to pay another's debt is never enforceable.
- _____ 57. The minimal acceptable standard for ethical behavior is compliance with the law.
- _____ 58. No offer may be revoked before it is accepted.

Name: _____

ID: B

- ___ 59. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- ___ 60. Business ethics is consistent only with short-run profit maximization.
- ___ 61. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- ___ 62. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- ___ 63. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- ___ 64. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 65. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 66. An artisan's lien is a defense to a charge of trespass to personal property.
- ___ 67. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- ___ 68. In some states, lawyers are not allowed to represent people in small claims courts.
- ___ 69. Damages are designed to punish a breaching party and deter others from similar conduct.
- ___ 70. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- ___ 71. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- ___ 72. It is possible to copyright an idea.
- ___ 73. *Venue* is the term for the subject matter of a case.
- ___ 74. Causation in fact can be determined by use of the *but for* test.
- ___ 75. For consideration to have "legally sufficient value," it must consist of goods or money.
- ___ 76. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 77. An *unauthorized* scan of a bank account can be an invasion of privacy.
- ___ 78. Misrepresentation of a material fact cannot occur through words alone.
- ___ 79. Disparagement of property is another term for appropriation.

_____ 80. A federal case typically originates in a state court.

Multiple Choice

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

- _____ 81. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- a. any commercially normal or acceptable means except credit card.
 - b. any commercially normal or acceptable means.
 - c. cash or check only.
 - d. cash only.
- _____ 82. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a. not a crime.
 - b. a felony if Quant brings a civil suit against Rashad.
 - c. a crime, but not a felony.
 - d. a felony if it is committed for a commercial purpose.
- _____ 83. 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
- a. under no circumstances.
 - b. only if Kris is injured.
 - c. only if Kris is not injured.
 - d. regardless of the consequences to Kris.
- _____ 84. 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
- a. every term.
 - b. the essential terms.
 - c. the qualitative terms.
 - d. the preliminary terms.
- _____ 85. 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
- a. unconstitutional under the First Amendment.
 - b. unconstitutional under the commerce clause.
 - c. not subject to the U.S. Constitution.
 - d. constitutional under the First Amendment.
- _____ 86. 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
- a. \$17,000.
 - b. \$2,000.
 - c. \$0.
 - d. \$15,000.

- _____ 87. 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
- copyright infringement.
 - trademark infringement.
 - patent infringement.
 - none of the choices.
- _____ 88. 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 only.
 - Lester must return the \$40 and Myrtle must return the player.
 - the parties can keep the "benefits" of their bargain.
- _____ 89. 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.
 - specific performance of the deal.
 - damages representing restitution.
 - an amount in a quasi-contractual recovery.
- _____ 90. 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.
 - Garland's use is intentional.
 - consumers are confused.
 - Garland does not have Ian's permission.
- _____ 91. 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.
 - the subject matter of the case involves complex facts.
 - the parties question how the law applies to their dispute.
 - a trial is being held.
- _____ 92. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- a neutral place of business halfway between the parties' locations.
 - a "reasonable" place of delivery.
 - Fresh Harvest's place of business.
 - Gina's place of business.
- _____ 93. 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,
- less priority.
 - no priority.
 - more priority.
 - the same priority.

- _____ 94. Mariah wins her suit against Variety Products Company. Variety's best ground for appeal is the trial court's interpretation of
- a. the law that applied to the issues in the case.
 - b. the credibility of the evidence that Mariah presented.
 - c. the dealings between the parties before the suit.
 - d. the conduct of the witnesses during the trial.
- _____ 95. Bilt-Well Construction Corporation makes a side payment to a government official in Nigeria to obtain a contract. In the United States, this is
- a. legal and ethical.
 - b. unethical but not illegal.
 - c. illegal but not unethical.
 - d. illegal and unethical.
- _____ 96. 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 the dollar amount is missing.
 - b. enforceable.
 - c. unenforceable because it is not supported by consideration.
 - d. unenforceable because the employees are paid salaries.
- _____ 97. 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
- a. the identity of the poster.
 - b. an apology.
 - c. damages.
 - d. none of the choices.
- _____ 98. 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. the parties' statements at the time of their alleged contract.
 - b. what the plaintiff claims was the parties' intent.
 - c. what the parties agree they intended.
 - d. what the defendant claims was the parties' intent.
- _____ 99. 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
- a. reformation.
 - b. specific performance.
 - c. damages.
 - d. rescission.
- _____ 100. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- a. Tyra and Uli only.
 - b. Rally and SnoSportz only.
 - c. SnoSportz and Tyra only.
 - d. all of the buyers and sellers.

- ____ 101. 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
- federal and state courts have concurrent jurisdiction.
 - federal courts have exclusive jurisdiction.
 - no court has jurisdiction.
 - state courts have exclusive jurisdiction.
- ____ 102. 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
- Canada and the United States only.
 - all of the signatories of the Berne Convention.
 - Canada only.
 - none of the choices.
- ____ 103. 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
- mutually agreeing not to commit fraud.
 - repeating the terms in a phone call.
 - setting out the terms in a memo.
 - shaking hands on the deal.
- ____ 104. Quinn enters into a series of agreements with Reba involving a sale of a Suite Dreams Motel, including the land, building, furnishings, shares of stock in Suite Dreams Company, and a contract with Trudy to create an ad campaign. Reba suspects that Quinn may be misrepresenting the facts. The UCC Statute of Frauds governs the sale of
- the furnishings priced at \$500 or more.
 - the land and the building.
 - any of the property evidenced by a writing.
 - any of the property that may involve fraud.
- ____ 105. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an implied contract.
 - a quasi contract.
 - an express contract.
 - an executed contract.
- ____ 106. Ruth, a minor, charges groceries at Sam's Mini-Mart. Two days later, Ruth disaffirms the purchase. Ruth owes Sam's
- the reasonable value of the groceries.
 - nothing.
 - the wholesale value of the groceries.
 - the retail value of the groceries.
- ____ 107. Overseas Corporation (OC), a U.S. firm, orally agrees to sell six freezers to Pisa Pizza, Ltd., in Italy. OC fails to deliver. Under the CISG, Pisa Pizza can
- not enforce the agreement because it is not in writing.
 - not enforce the agreement because the price term is not specified.
 - enforce the agreement.
 - not enforce the agreement because there is no consideration.

- ____ 108. 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 mirror image rule.
 - the doctrine of unconscionability.
 - the predominant-factor test.
 - the principle of fair trade.
- ____ 109. 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.
 - legally sufficient.
 - grossly inadequate.
 - objectively worthy.
- ____ 110. 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
- trespass to personal dignity.
 - abuse of process.
 - false imprisonment.
 - none of the choices.
- ____ 111. 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.
- ____ 112. 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
- nothing.
 - damages only.
 - damages, fines, or imprisonment.
 - fines or imprisonment only.
- ____ 113. Xtreme Publications, Inc., disseminates obscene materials. This is
- a privilege under Article IV, Section 2.
 - a right under the commerce clause.
 - a right under the First Amendment.
 - a crime under numerous state and federal statutes.
- ____ 114. 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.
 - promise only.
 - performance of a particular act only.

- ____ 115. 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
- notice and an opportunity to respond.
 - space to fill in important information and time in which to do it.
 - equality and fairness in adjudication.
 - privacy between the litigants and publicity in the judgment.
- ____ 116. 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 seller or the buyer.
 - the manufacturer of the laptop.
 - any third party who overheard the parties making the agreement.
 - none of the choices.
- ____ 117. 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
- under no circumstances—the shove was not a battery.
 - if the shove was offensive.
 - if Ogden acted out of malice.
 - if Parkside did not overcharge Ogden.
- ____ 118. 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.
 - settled only during a trial.
 - dismissed only after a trial begins.
 - dismissed or settled at this point.
- ____ 119. 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
- any interested third party, such as a janitorial supplies provider.
 - Kirk.
 - Green.
 - none of the choices.
- ____ 120. 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 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.
 - provide Fidelio with funds for a foreseeable loss beyond the contract.
- ____ 121. 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 U.S. Chamber of Commerce.
 - the firm's competitors.
 - the government.

Fact Pattern 19-1A

Olisa enters into a contract to buy a stove from Pay-to-Own Appliance store with the price to be paid in monthly installments. After thirty-six months of payments, Olisa has paid more than twice the price of a similar stove. Eighteen payments remain due under the contract.

- _____ 122. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- the doctrine of unconscionability.
 - the principle of fair trade.
 - the predominant-factor test.
 - the concept of good faith.
- _____ 123. 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.
 - better treatment than Kawa.
 - the same treatment as Kawa.
 - worse treatment than Kawa.
- _____ 124. 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.
 - Nicole.
 - Marvin.
 - the state.
- _____ 125. 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,
- none of the states, to date.
 - 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.
- _____ 126. 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.*
 - Congress.
 - Rylands v. Fletcher.*
- _____ 127. 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 *mutual* mistake.
 - not required to pay due to the *unilateral* mistake.

- ____ 128. 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.
 - even if Beth was only slightly at fault.
 - only if Beth was more at fault than Cash.
 - only if Beth was as equally at fault as Cash.
- ____ 129. 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
- Thumb Grippers.
 - Steve.
 - any party.
 - Main Street.
- ____ 130. 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 difference between Damon's price and the actual cost of repair.
 - the loss of profit from the canceled game.
 - the cost of new turf.
 - nothing.

Fact Pattern 2-1A

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

- ____ 131. 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.
 - intervention.
 - mediation.
- ____ 132. 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.
- ____ 133. 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.
 - not connected with the state.
 - a "substantial enough" connection with the state.
 - "downloading" from the state.

- _____ 134. 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.
 - an accord and satisfaction.
 - a covenant not to sue.
- _____ 135. 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.
- _____ 136. 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.
 - Vacation Resorts's facilities.
 - the duration of the work.
 - Phil's rate of pay.
- _____ 137. 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 duration of the deal.
 - the quantity of the goods.
 - the price of the goods.
 - the shipping arrangements.
- _____ 138. 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 consumers are confused.
 - only if Ellen and Frank are competitors.
 - only if consumers are confused *and* Ellen and Frank are competitors.
 - regardless of whether consumers are confused or Ellen and Frank are competitors.
- _____ 139. 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.
- _____ 140. 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 provisions in the laws of both countries that are similar.
 - Spanish law.
 - the United Nations Convention on Contracts for the International Sale of Goods.
 - the Uniform Commercial Code.

- _____ 141. 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
- a Good Samaritan statutes.
 - negligence *per se*.
 - res ipsa loquitur*.
 - the "danger invites rescue" doctrine.
- _____ 142. 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.
 - a federal court.
 - Congress.
 - none of the choices.
- _____ 143. 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 perform what was promised.
 - an order to do or to refrain from doing a particular act.
- _____ 144. 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.
- _____ 145. To avoid liability for intentional injuries, Northwest Power Corporation includes in its contracts an exculpatory clause. This is
- not enforceable.
 - enforceable if the other parties are protected from liability.
 - enforceable if the other parties consent to it.
 - enforceable if the other parties have equal bargaining power.

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.

- _____ 146. 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 responding motion for judgment on the brief.
 - an advisory interrogatory.
 - a request for a deposition.
 - an answering brief.
- _____ 147. 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 distributes the copies freely to the public.
 - Lex's use is for a commercial purpose.
 - Lex copies the entire work.
 - Lex's use has no effect on the market for Mina's work.

- ____ 148. Joy invites Ken into her apartment. Ken commits trespass to land if he
- makes disparaging remarks about Joy to others.
 - enters the apartment with fraudulent intent.
 - harms the apartment in any way.
 - refuses to leave when Joy asks him to go.
- ____ 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 mitigation of damages clause.
 - a liquidated damages clause.
 - a penalty clause.
 - a nominal damages clause.
- ____ 150. 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
- file a criminal complaint against Even-Flo.
 - do nothing but temporarily suspend operations and wait.
 - sue Even-Flo for damages.
 - do nothing but make a deal with a different service provider.
- ____ 151. 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 be disaffirmed.
 - valid but may not be disaffirmed.
- ____ 152. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
 - under no circumstances.
 - only if Lyle is injured.
 - only if Lyle is not injured.

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.

- ____ 153. 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.
 - innocent misrepresentation.
 - negligent misrepresentation.
- ____ 154. Refer to Fact Pattern 14-1A. Most likely, Linea may
- recover nothing.
 - set aside the settlement with HLI.
 - obtain damages from Newt.
 - obtain damages from HLI.

- ____ 155. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- act as liaisons between federal and state governments.
 - perform specific government functions.
 - impose uniform laws on the states.
 - standardize laws for the executive and judicial branches.
- ____ 156. 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
- sell the premises to recover damages from Ray.
 - relet the premises to recover damages from Ray.
 - avoid reletting the premises to recover damages from Ray.
 - make reasonable efforts to relet the premises to mitigate damages.
- ____ 157. 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.

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.

- ____ 158. 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.
 - a complete and final statement of their agreement.
 - fully integrated.
 - not supported by consideration.
- ____ 159. In a dispute over a sale involving a bicycle, Dain argues that as to this deal Emory's Hobby Shop, where Dain bought the bike, is a merchant. A court may determine whether Emory's is a merchant by assessing whether
- it subscribes to *Bike*, a biweekly trade magazine.
 - its owner enjoys biking.
 - it has sold any bikes within the last year.
 - it holds itself out by occupation as having knowledge or skill unique to the bike in the transaction.
- ____ 160. 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
- court-ordered arbitration.
 - a mini-trial.
 - early neutral case evaluation.
 - a summary jury trial.

- _____ 161. 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.
- _____ 162. 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.
 - any available evidence.
 - the face of the instrument.
- _____ 163. 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
- privacy.
 - substantive due process.
 - procedural due process.
 - equal protection of the law.

Bus 241 - Spring 2013 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: T | PTS: 1 | REF: p. 231 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 2. ANS: T | PTS: 1 | REF: p. 178 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 3. ANS: F | PTS: 1 | REF: p. 274 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 4. ANS: F | PTS: 1 | REF: p. 35 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 5. ANS: F | PTS: 1 | REF: p. 176 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 6. ANS: T | PTS: 1 | REF: p. 76 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 7. ANS: F | PTS: 1 | REF: p. 222 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 8. ANS: F | PTS: 1 | REF: p. 147 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 9. ANS: T | PTS: 1 | REF: p. 277 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 10. ANS: T | PTS: 1 | REF: p. 94 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: = | | | |
| 11. ANS: F | PTS: 1 | REF: p. 137 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 12. ANS: F | PTS: 1 | REF: p. 277 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 13. ANS: T | PTS: 1 | REF: p. 257 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 14. ANS: F | PTS: 1 | REF: p. 358 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank B | TYP: + | | |
| 15. ANS: F | PTS: 1 | REF: p. 246 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 16. ANS: T | PTS: 1 | REF: p. 291 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 17. ANS: F | PTS: 1 | REF: p. 361 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank B | TYP: + | | |
| 18. ANS: F | PTS: 1 | REF: p. 131 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 19. ANS: F | PTS: 1 | REF: p. 359 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank B | TYP: N | | |
| 20. ANS: F | PTS: 1 | REF: p. 362 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank B | TYP: N | | |

21.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
22.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 260	NAT: AACSB Analytic AICPA Legal
23.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 295	NAT: AACSB Analytic AICPA Legal
24.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
25.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 362	NAT: AACSB Reflective AICPA Legal
26.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 80	KEY: Test Bank A
27.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic AICPA Legal
28.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
29.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Analytic AICPA Legal
30.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
32.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic AICPA Legal
33.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic AICPA Legal
34.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
35.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal
36.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
37.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
38.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 168	NAT: AACSB Analytic AICPA Legal
40.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
41.	ANS: T NAT: AACSB Ethics AICPA Risk Analysis TYP: =	PTS: 1	REF: p. 93	KEY: Test Bank A
42.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
43.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal

44.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
45.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
46.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Reflective AICPA Legal
47.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic AICPA Legal
48.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 237	NAT: AACSB Analytic AICPA Legal
49.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective AICPA Legal
50.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
51.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
53.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 290	NAT: AACSB Analytic AICPA Legal
54.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 99	KEY: Test Bank A
55.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
56.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
57.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
58.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic AICPA Legal
59.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Analytic AICPA Legal
60.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
61.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
62.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 28	NAT: AACSB Analytic AICPA Legal
63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 214	NAT: AACSB Reflective AICPA Legal
64.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal

66.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 127	NAT: AACSB Reflective AICPA Legal
67.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 335	NAT: AACSB Reflective AICPA Legal
68.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 38	KEY: Test Bank A
69.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Analytic AICPA Legal
70.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal
71.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 233	NAT: AACSB Analytic AICPA Legal
72.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 162	KEY: Test Bank A
73.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic AICPA Legal
74.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 139	KEY: Test Bank A
75.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 243	NAT: AACSB Analytic AICPA Legal
76.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 207	KEY: Test Bank A
77.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 122	NAT: AACSB Reflective AICPA Legal
78.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
79.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 128	NAT: AACSB Analytic AICPA Legal
80.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal

MULTIPLE CHOICE

81.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
82.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
83.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 139	NAT: AACSB Reflective AICPA Legal
84.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 296	NAT: AACSB Reflective AICPA Legal
85.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 80	KEY: Test Bank A

86.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 335	NAT: AACSB Reflective AICPA Legal
87.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
88.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
89.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 343	NAT: AACSB Reflective AICPA Legal
90.	ANS: D KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 163	NAT: AACSB Reflective AICPA Legal
91.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
92.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 363	NAT: AACSB Reflective AICPA Legal
93.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
94.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 38	NAT: AACSB Reflective AICPA Legal
95.	ANS: D NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
96.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
97.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
98.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Reflective AICPA Legal
99.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
100.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 361	NAT: AACSB Reflective AICPA Legal
101.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
102.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 168	NAT: AACSB Reflective AICPA Legal
103.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
104.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
105.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
106.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
107.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 375	NAT: AACSB Reflective AICPA Legal
108.	ANS: B KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 372	NAT: AACSB Reflective AICPA Legal

109.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
110.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
111.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
112.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 163	NAT: AACSB Reflective AICPA Legal
113.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 82	NAT: AACSB Analytic AICPA Legal
114.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
115.	ANS: A NAT: AACSB Communication AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 53	KEY: Test Bank A
116.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
117.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal
118.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 56	NAT: AACSB Reflective AICPA Legal
119.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 291	NAT: AACSB Reflective AICPA Legal
120.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 334	NAT: AACSB Reflective AICPA Legal
121.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: +	PTS: 1	REF: p. 101	KEY: Test Bank A
122.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 372	NAT: AACSB Reflective AICPA Legal
123.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
124.	ANS: C NAT: AACSB Communication AICPA Legal TYP: N	PTS: 1	REF: p. 257	KEY: Test Bank A
125.	ANS: C KEY: Test Bank B	PTS: 1 TYP: =	REF: p. 356	NAT: AACSB Reflective AICPA Legal
126.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 140	NAT: AACSB Reflective AICPA Legal
127.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
128.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
129.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
130.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal

131.	ANS: A	PTS: 1	REF: p. 42	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
132.	ANS: C	PTS: 1	REF: p. 41	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
133.	ANS: C	PTS: 1	REF: p. 34	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
134.	ANS: D	PTS: 1	REF: p. 249	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
135.	ANS: B	PTS: 1	REF: p. 196	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
136.	ANS: A	PTS: 1	REF: p. 207	NAT: AACSB Analytic AICPA Legal
	KEY: Test Bank A	TYP: N		
137.	ANS: B	PTS: 1	REF: p. 363	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
138.	ANS: D	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
139.	ANS: D	PTS: 1	REF: p. 35	
	NAT: AACSB Reflective AICPA Decision Modeling			KEY: Test Bank A
	TYP: =			
140.	ANS: C	PTS: 1	REF: p. 374	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
141.	ANS: B	PTS: 1	REF: p. 146	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
142.	ANS: D	PTS: 1	REF: p. 74	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
143.	ANS: D	PTS: 1	REF: p. 7	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
144.	ANS: D	PTS: 1	REF: p. 7	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
145.	ANS: A	PTS: 1	REF: p. 345	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
146.	ANS: D	PTS: 1	REF: p. 67	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
147.	ANS: D	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
148.	ANS: D	PTS: 1	REF: p. 126	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
149.	ANS: B	PTS: 1	REF: p. 338	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
150.	ANS: C	PTS: 1	REF: p. 334	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
151.	ANS: A	PTS: 1	REF: p. 256	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
152.	ANS: C	PTS: 1	REF: p. 141	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

153.	ANS: B	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
154.	ANS: B	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
155.	ANS: B	PTS: 1	REF: p. 5	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
156.	ANS: D	PTS: 1	REF: p. 337	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
157.	ANS: D	PTS: 1	REF: p. 164	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
158.	ANS: A	PTS: 1	REF: p. 370	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
159.	ANS: D	PTS: 1	REF: p. 361	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
160.	ANS: D	PTS: 1	REF: p. 45	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
161.	ANS: D	PTS: 1	REF: p. 33	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
162.	ANS: D	PTS: 1	REF: p. 215	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
163.	ANS: A	PTS: 1	REF: p. 89	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: N			

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

<u> C </u> 87.	<u> A </u> 94.	<u> A </u> 101.	<u> B </u> 108.	<u> A </u> 115.
<u> C </u> 88.	<u> D </u> 95.	<u> B </u> 102.	<u> B </u> 109.	<u> A </u> 116.
<u> A </u> 89.	<u> C </u> 96.	<u> C </u> 103.	<u> D </u> 110.	<u> B </u> 117.
<u> D </u> 90.	<u> A </u> 97.	<u> A </u> 104.	<u> D </u> 111.	<u> D </u> 118.
<u> D </u> 91.	<u> A </u> 98.	<u> C </u> 105.	<u> C </u> 112.	<u> D </u> 119.
<u> C </u> 92.	<u> B </u> 99.	<u> A </u> 106.	<u> D </u> 113.	<u> A </u> 120.
<u> C </u> 93.	<u> D </u> 100.	<u> C </u> 107.	<u> C </u> 114.	<u> A </u> 121.

B 128.

 D 134.

 B 141.

 D 148.

 A 122.

 B 129.

 B 135.

 D 142.

 B 149.

 C 123.

 B 130.

 A 136.

 D 143.

 C 150.

 C 124.

 B 137.

 D 144.

 A 151.

 A 131.

 C 125.

 A 145.

 C 152.

 D 138.

 C 132.

 A 126.

 D 139.

 D 146.

 C 133.

 B 153.

 C 127.

 C 140.

 D 147.

 B 154.

B 155.

 D 161.

 D 156.

 D 162.

 D 157.

 A 163.

 A 158.

 D 159.

 D 160.

Bus 241 - Spring 2013 -- - 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 NINETEEN (19) pages and 163 questions to this exam -- 80 True False, and 83 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. An agreement is evidenced by a single event: an offer.
- _____ 2. Restricting the bonuses that are paid to executives is unethical.
- _____ 3. The courts can decide whether the other branches of government have acted within the scope of their constitutional authority.
- _____ 4. In some states, lawyers are not allowed to represent people in small claims courts.
- _____ 5. Specific performance is the remedy customarily used when one party has breached a contract for the sale of goods.
- _____ 6. A contract involving property of any kind must be in writing to be enforceable.
- _____ 7. An offeree's power of acceptance is terminated when the offeror dies unless the offer is irrevocable.
- _____ 8. An oral contract for a transfer of an interest in land is never enforceable.
- _____ 9. The doctrine of quasi contract can be used only when there is an actual contract that covers the matter in controversy.
- _____ 10. Overestimating the value of an object is a mistake for which a court will normally provide relief.
- _____ 11. The purpose of the doctrine of election of remedies is to permit double recovery.
- _____ 12. Most parties settle their lawsuits for damages or other remedies prior to trial.
- _____ 13. A statement of opinion is generally subject to a claim of fraud.
- _____ 14. If an offeror does not expressly authorize a certain mode of acceptance, then acceptance may be made by any reasonable means.
- _____ 15. The UETA does *not* apply to a transaction unless the parties agreed to conduct the transaction electronically.

Name: _____

ID: C

- ___ 16. Disparagement of property is another term for appropriation.
- ___ 17. An oral contract that must be in writing to be enforceable is *not* enforceable even if the parties admit to its existence in court.
- ___ 18. Business ethics focuses on ethical behavior in the business world.
- ___ 19. For consideration to have "legally sufficient value," it must consist of goods or money.
- ___ 20. Risks ordinarily assumed in business do not constitute consideration for the modification of a contract.
- ___ 21. No offer may be revoked before it is accepted.
- ___ 22. An arbitrary use of ordinary words may *not* be trademarked.
- ___ 23. There are no state statutes regulating the use of spam.
- ___ 24. A motion for summary judgment may be made before, during, or after a trial.
- ___ 25. Business ethics is consistent only with short-run profit maximization.
- ___ 26. Compensatory damages compensate an injured party for damages arising directly from the loss of a bargain caused by a breach of contract.
- ___ 27. Under a finance lease, the lessee can stop performing and making lease payments if the leased equipment turns out to be defective.
- ___ 28. An offeror must have a serious intention to become bound by the offer.
- ___ 29. It is possible to copyright an idea.
- ___ 30. Remedies in equity include injunctions and decrees of specific performance.
- ___ 31. Proximate cause exists when injuries sustained were too remotely connected to an incident to trigger liability.
- ___ 32. A contract in which goods and services are combined never falls within the scope of UCC Article 2.
- ___ 33. Picking pockets is not robbery.
- ___ 34. To rescind a contract for fraud, a plaintiff must prove an injury.
- ___ 35. One characteristic of an abnormally dangerous activity is that it involves a low degree of risk.
- ___ 36. The Constitution expressly excludes state regulation of commerce.
- ___ 37. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash only.

Name: _____

ID: C

- ___ 38. Reliance on a non-expert's statement of opinion will not normally entitle a party to relief.
- ___ 39. A contract is void if one of the parties was intoxicated at the time of its formation.
- ___ 40. A person who commits larceny can be sued under tort law.
- ___ 41. A contract that by its own terms *cannot* be performed within a year must be in writing to be enforceable.
- ___ 42. Under the UCC, an offeree can accept an offer to buy goods by a prompt promise to ship the goods.
- ___ 43. A justiciable controversy is a case in which the court's decision—the "justice" that will be served—will be controversial.
- ___ 44. In an employment contract, a covenant not to compete can be enforceable.
- ___ 45. Whether a contract with an unlicensed professional is enforceable depends on the purpose of the statute that requires the license.
- ___ 46. Congress can regulate all commerce in the United States.
- ___ 47. Under the UCC, the meaning of any agreement must be interpreted in light of commercial practices.
- ___ 48. Misrepresentation of a material fact cannot occur through words alone.
- ___ 49. An *ordinary* person standard determines whether allegedly negligent conduct resulted in a breach of a duty of care.
- ___ 50. An expert's false statement to a naive buyer about a technical detail will not usually entitle the buyer to rescind a contract.
- ___ 51. A contract must be in writing to be enforceable if performance is impossible within one year.
- ___ 52. Ordinarily, "ignorance of the law is an excuse," or a valid defense to criminal liability.
- ___ 53. Changing a trademark is forgery.
- ___ 54. Article 2A of the UCC does *not* cover subleases of goods.
- ___ 55. *Venue* is the term for the subject matter of a case.
- ___ 56. The minimal acceptable standard for ethical behavior is compliance with the law.
- ___ 57. Under the UCC, a sale is the passing of title from a seller to a buyer for a price payable in cash, goods, or services.
- ___ 58. An artisan's lien is a defense to a charge of trespass to personal property.

Name: _____

ID: C

- ___ 59. Ordinarily, the remedy for a seller's breach of a contract for a sale of real estate is damages.
- ___ 60. The United States Supreme Court has original jurisdiction in rare instances.
- ___ 61. A promise to do what one already has a legal duty to do is legally sufficient consideration.
- ___ 62. If the parties to a contract attach materially different meanings to a contract term, the contract cannot be rescinded.
- ___ 63. A party's oral agreement to pay another's debt is never enforceable.
- ___ 64. Under the theory of negligence, the duty of care requires an *intentional* act.
- ___ 65. The taxing and spending clause of the U.S. Constitution has had a greater impact on business than any other clause in the Constitution.
- ___ 66. If a contractual promise is not fulfilled, the person who made it may be required to perform the promised act.
- ___ 67. A federal case typically originates in a state court.
- ___ 68. Causation in fact can be determined by use of the *but for* test.
- ___ 69. The measure of damages for breach of a construction contract depends on which party breaches and when.
- ___ 70. An *unauthorized* scan of a bank account can be an invasion of privacy.
- ___ 71. Corporations can be perceived as owing ethical duties to groups other than their shareholders.
- ___ 72. International copyright protection is automatic—even in nations that have not signed international agreements relating to intellectual property rights.
- ___ 73. Parents are required by law to provide necessities for their minor children.
- ___ 74. Thinking about killing someone constitutes the crime of attempted murder.
- ___ 75. An illusory promise is a promise that is enforceable without consideration.
- ___ 76. A contract to do something that is prohibited by statutory law is void.
- ___ 77. 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.
- ___ 78. Damages are designed to punish a breaching party and deter others from similar conduct.
- ___ 79. The First Amendment does not protect corporate political speech.

_____ 80. Under the UCC, a sales or lease contract will fail for indefiniteness if one or more terms are left open.

Multiple Choice

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

- _____ 81. 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
- Congress.
 - Palsgraf v. Long Island Railroad Co.*
 - Edie v. Finest Fireworks Factory.*
 - Rylands v. Fletcher.*
- _____ 82. Xtreme Publications, Inc., disseminates obscene materials. This is
- a right under the commerce clause.
 - a privilege under Article IV, Section 2.
 - a right under the First Amendment.
 - a crime under numerous state and federal statutes.
- _____ 83. Fresh Harvest, Inc., agrees to sell to Gina's Bed & Breakfast Inn a certain amount of locally grown produce each week but no mention is made of where the goods are to be delivered. In general, the UCC requires that the delivery take place at
- Fresh Harvest's place of business.
 - a neutral place of business halfway between the parties' locations.
 - a "reasonable" place of delivery.
 - Gina's place of business.
- _____ 84. 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
- regardless of the consequences to Kris.
 - under no circumstances.
 - only if Kris is not injured.
 - only if Kris is injured.
- _____ 85. The Securities Exchange Commission is an administrative agency. The chief purpose of such agencies is to
- perform specific government functions.
 - impose uniform laws on the states.
 - act as liaisons between federal and state governments.
 - standardize laws for the executive and judicial branches.
- _____ 86. 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 defendant claims was the parties' intent.
 - what the plaintiff claims was the parties' intent.
 - what the parties agree they intended.
 - the parties' statements at the time of their alleged contract.

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.

- _____ 87. 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.
 - innocent misrepresentation.
 - negligent misrepresentation.
 - a mistake of fact.
- _____ 88. Refer to Fact Pattern 14-1A. Most likely, Linea may
- recover nothing.
 - set aside the settlement with HLI.
 - obtain damages from HLI.
 - obtain damages from Newt.
- _____ 89. 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.
- _____ 90. 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 mirror image rule.
 - the doctrine of unconscionability.
 - the predominant-factor test.
 - the principle of fair trade.
- _____ 91. 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.
- _____ 92. 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 price of the goods.
 - the quantity of the goods.
 - the duration of the deal.
- _____ 93. 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.
 - Garland's use is intentional.
 - consumers are confused.

- ____ 94. 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.
 - the United States Supreme Court to refuse jurisdiction.
 - no court to exercise jurisdiction.
 - a federal court to exercise original jurisdiction.
- ____ 95. 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.
 - certiorari*.
 - standing.
 - jurisdiction.
- ____ 96. 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.
 - damages representing restitution.
 - specific performance of the deal.
 - an amount in a quasi-contractual recovery.
- ____ 97. 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.
 - \$2,000.
 - \$0.
 - \$15,000.
- ____ 98. 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.
 - fines or imprisonment only.
 - damages only.
- ____ 99. In a dispute over a sale involving a bicycle, Dain argues that as to this deal Emory's Hobby Shop, where Dain bought the bike, is a merchant. A court may determine whether Emory's is a merchant by assessing whether
- it subscribes to *Bike*, a biweekly trade magazine.
 - it holds itself out by occupation as having knowledge or skill unique to the bike in the transaction.
 - its owner enjoys biking.
 - it has sold any bikes within the last year.
- ____ 100. 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.

- ____ 101. 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.
 - unconstitutional under the commerce clause.
 - not subject to the U.S. Constitution.
- ____ 102. Opal files a complaint in a suit against Phil, and he files an answer. The case may now be
- dismissed or settled at this point.
 - settled only during a trial.
 - resolved only after a trial ends.
 - dismissed only after a trial begins.
- ____ 103. Overseas Corporation (OC), a U.S. firm, orally agrees to sell six freezers to Pisa Pizza, Ltd., in Italy. OC fails to deliver. Under the CISG, Pisa Pizza can
- enforce the agreement.
 - not enforce the agreement because the price term is not specified.
 - not enforce the agreement because it is not in writing.
 - not enforce the agreement because there is no consideration.
- ____ 104. 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 dealings between the parties before the suit.
 - the conduct of the witnesses during the trial.
 - the credibility of the evidence that Mariah presented.
- ____ 105. A common ethical dilemma faced by the management of General Holdings Corporation involves the effect that its decision will have on
- the government.
 - the firm's competitors.
 - the U.S. Chamber of Commerce.
 - one group as opposed to another.
- ____ 106. 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 worm.
 - a cyberterrorist.
 - a virus.
 - a botnet.
- ____ 107. 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*.
 - a Good Samaritan statutes.
 - the "danger invites rescue" doctrine.

- ____ 108. Rally Corporation enters into a contract to sell ski gear to SnoSportz Company, which sells a pair of the skis to Tyra, a consumer, who later sells them to Uli, another consumer. Article 2 of the UCC applies to the sales transactions between
- Rally and SnoSportz only.
 - all of the buyers and sellers.
 - SnoSportz and Tyra only.
 - Tyra and Uli only.
- ____ 109. 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.
 - legally sufficient.
 - grossly inadequate.
 - objectively worthy.
- ____ 110. 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.
 - unenforceable because the dollar amount is missing.
 - unenforceable because the employees are paid salaries.
 - enforceable.
- ____ 111. 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.
 - legal and ethical.
 - unethical but not illegal.
 - illegal but not unethical.
- ____ 112. 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 less at fault than Cash.
 - only if Beth was as equally at fault as Cash.
 - only if Beth was more at fault than Cash.
- ____ 113. 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 covenant not to sue.
 - a release.
 - an accord and satisfaction.
- ____ 114. Rashad accesses Quant Company's computer system without authority to obtain protected financial data. Under federal law, this is
- a crime, but not a felony.
 - a felony if Quant brings a civil suit against Rashad.
 - a felony if it is committed for a commercial purpose.
 - not a crime.

- ____ 115. 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.
 - not required to pay due to the *unilateral* mistake.
 - required to pay because she assumed the risk the horse might die.
- ____ 116. 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.
 - better treatment than Kawa.
 - worse treatment than Kawa.
 - the same treatment as Kawa.
- ____ 117. Rockstar Software, Inc., develops a new series of performance-related video games. The games are most likely protected by
- patent law.
 - copyright law.
 - trade secrets law.
 - trademark law.
- ____ 118. 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 parties question how the law applies to their dispute.
 - a trial is being held.
 - the court is appealing.
 - the subject matter of the case involves complex facts.
- ____ 119. 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.
 - less priority.
 - no priority.
- ____ 120. 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.
- ____ 121. 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
- damages.
 - the identity of the poster.
 - an apology.
 - none of the choices.

- _____ 122. Quinn enters into a series of agreements with Reba involving a sale of a Suite Dreams Motel, including the land, building, furnishings, shares of stock in Suite Dreams Company, and a contract with Trudy to create an ad campaign. Reba suspects that Quinn may be misrepresenting the facts. The UCC Statute of Frauds governs the sale of
- any of the property that may involve fraud.
 - any of the property evidenced by a writing.
 - the land and the building.
 - the furnishings priced at \$500 or more.
- _____ 123. Freida and Gail enter into a bilateral contract, which is created when Freida gives a promise in exchange for Gail's
- performance of a particular act only.
 - promise only.
 - payment of money only.
 - prudent awareness only.
- _____ 124. 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.
 - Congress.
 - a state legislature.
 - none of the choices.
- _____ 125. 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
- privacy.
 - substantive due process.
 - procedural due process.
 - equal protection of the 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.

- _____ 126. 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 fully integrated.
 - a complete and final statement of their agreement.
 - not supported by consideration.
- _____ 127. 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 only.
 - the hard drive, the name, and the operating manual.
 - the operating manual only.

- ____ 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
- any third party who overheard the parties making the agreement.
 - the manufacturer of the laptop.
 - the seller or the buyer.
 - none of the choices.
- ____ 129. Flo tells Gregor that she will buy his textbook from last semester for \$65. Gregor agrees. Flo and Gregor have
- an executed contract.
 - a quasi contract.
 - an implied contract.
 - an express contract.
- ____ 130. 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 Parkside did not overcharge Ogden.
 - if the shove was offensive.
 - under no circumstances—the shove was not a battery.
 - if Ogden acted out of malice.
- ____ 131. 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,
- none of the states, to date.
 - all of the states, in whole or in part.
 - most of the states on the Atlantic and Pacific coasts.
 - only the states on the Mississippi, Missouri, and Ohio Rivers.

Fact Pattern 2-1A

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

- ____ 132. 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
- mediation.
 - intervention.
 - conciliation.
 - arbitration.
- ____ 133. 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 dispute will eventually go to trial.
 - the case will be heard by a mini-jury.
 - the resolution of the dispute will be decided an expert.
- ____ 134. Kay carelessly bumps into Lyle, knocking him to the ground. Kay has committed the tort of negligence
- under any circumstances.
 - under no circumstances.
 - only if Lyle is injured.
 - only if Lyle is not injured.

- ____ 135. 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.
 - punish Equi and set an example to deter others from similar acts.
 - provide Fidelio with funds for its loss of the bargain.
 - establish, as a matter of principle, that Equi acted wrongfully.
- ____ 136. 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
- Marvin.
 - no one.
 - Nicole.
 - the state.
- ____ 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
- a "substantial enough" connection with the state.
 - not connected with the state.
 - "downloading" from the state.
 - "uploading" to the state.
- ____ 138. 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 United Nations Convention on Contracts for the International Sale of Goods.
 - the Uniform Commercial Code.
 - Spanish law.
 - the provisions in the laws of both countries that are similar.
- ____ 139. 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.
- ____ 140. Crafted Countertops, Inc., and Kitchen Design Corporation enter into a contract that does not specify the payment terms. Payment may be made in
- cash or check only.
 - cash only.
 - any commercially normal or acceptable means.
 - any commercially normal or acceptable means except credit card.
- ____ 141. 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.

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.

- ____ 142. 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 advisory interrogatory.
 - a request for a deposition.
 - an answering brief.
 - a responding motion for judgment on the brief.
- ____ 143. 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.
 - the cancellation of a contract.
 - a payment of money or property as compensation.
 - an order to perform what was promised.
- ____ 144. 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.
 - court-ordered arbitration.
 - a summary jury trial.
 - early neutral case evaluation.
- ____ 145. Chris, a minor, signs a contract to buy alcoholic beverages for Dine & Drink, his parents' restaurant. The contract is
- void unless it is also signed by Ed, the manager of Dine & Drink.
 - valid but may not be disaffirmed.
 - valid but may be disaffirmed.
 - void as a matter of law.
- ____ 146. 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.
 - space to fill in important information and time in which to do it.
 - privacy between the litigants and publicity in the judgment.
 - notice and an opportunity to respond.
- ____ 147. 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.
 - not enforceable.
 - enforceable if the other parties consent to it.

- ____ 148. 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
- a. regardless of whether consumers are confused or Ellen and Frank are competitors.
 - b. only if consumers are confused *and* Ellen and Frank are competitors.
 - c. only if consumers are confused.
 - d. only if Ellen and Frank are competitors.
- ____ 149. 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
- a. Canada only.
 - b. Canada and the United States only.
 - c. all of the signatories of the Berne Convention.
 - d. none of the choices.

Fact Pattern 19-1A

Olisa enters into a contract to buy a stove from Pay-to-Own Appliance store with the price to be paid in monthly installments. After thirty-six months of payments, Olisa has paid more than twice the price of a similar stove. Eighteen payments remain due under the contract.

- ____ 150. Refer to Fact Pattern 19-1A. Olisa files a suit against Pay-to-Own, claiming that their contract is so unfair and one sided that it would be unreasonable to enforce it. Olisa is asserting
- a. the doctrine of unconscionability.
 - b. the principle of fair trade.
 - c. the predominant-factor test.
 - d. the concept of good faith.
- ____ 151. 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
- a. every term.
 - b. the essential terms.
 - c. the qualitative terms.
 - d. the preliminary terms.
- ____ 152. 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 cost of new turf.
 - b. the loss of profit from the canceled game.
 - c. nothing.
 - d. the difference between Damon's price and the actual cost of repair.
- ____ 153. Joy invites Ken into her apartment. Ken commits trespass to land if he
- a. refuses to leave when Joy asks him to go.
 - b. harms the apartment in any way.
 - c. makes disparaging remarks about Joy to others.
 - d. enters the apartment with fraudulent intent.

- ____ 154. 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.
 - make reasonable efforts to relet the premises to mitigate damages.
 - sell the premises to recover damages from Ray.
- ____ 155. 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 and Myrtle must return the player.
 - the parties can keep the "benefits" of their bargain.
 - Lester must return the \$40 only.
 - Myrtle must return the player only.
- ____ 156. 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.
 - rescission.
 - reformation.
 - damages.
- ____ 157. 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 nominal damages clause.
 - a mitigation of damages clause.
 - a liquidated damages clause.
 - a penalty clause.
- ____ 158. In a suit against Evan, Floyd obtains an *injunction*. This is
- an order to perform what was promised.
 - the cancellation of a contract.
 - a payment of money or property as compensation.
 - an order to do or to refrain from doing a particular act.
- ____ 159. 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
- Thumb Grippers.
 - any party.
 - Main Street.
 - Steve.
- ____ 160. 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
- federal and state courts have concurrent jurisdiction.
 - state courts have exclusive jurisdiction.
 - federal courts have exclusive jurisdiction.
 - no court has jurisdiction.

- _____ 161. 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
- a. the face of the instrument.
 - b. any available evidence.
 - c. the later testimony of the parties.
 - d. any relevant extrinsic evidence.
- _____ 162. 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. copyright infringement.
 - b. trademark infringement.
 - c. patent infringement.
 - d. none of the choices.
- _____ 163. 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
- a. the parties' intent.
 - b. the duration of the work.
 - c. Phil's rate of pay.
 - d. Vacation Resorts's facilities.

Bus 241 - Spring 2013 -- - Final Exam Answer Section

TRUE/FALSE

- | | | | |
|---|--------|-------------|-------------------------------------|
| 1. ANS: F | PTS: 1 | REF: p. 222 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 2. ANS: F | PTS: 1 | REF: p. 99 | |
| NAT: AACSB Ethics AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 3. ANS: T | PTS: 1 | REF: p. 28 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 4. ANS: T | PTS: 1 | REF: p. 38 | |
| NAT: AACSB Analytic AICPA Critical Thinking | | | KEY: Test Bank A |
| TYP: N | | | |
| 5. ANS: F | PTS: 1 | REF: p. 340 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 6. ANS: F | PTS: 1 | REF: p. 290 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 7. ANS: T | PTS: 1 | REF: p. 231 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 8. ANS: F | PTS: 1 | REF: p. 290 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 9. ANS: F | PTS: 1 | REF: p. 214 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 10. ANS: F | PTS: 1 | REF: p. 277 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 11. ANS: F | PTS: 1 | REF: p. 343 | NAT: AACSB Reflective AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 12. ANS: T | PTS: 1 | REF: p. 334 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 13. ANS: F | PTS: 1 | REF: p. 277 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 14. ANS: T | PTS: 1 | REF: p. 233 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 15. ANS: T | PTS: 1 | REF: p. 237 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: N | | |
| 16. ANS: F | PTS: 1 | REF: p. 128 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |
| 17. ANS: F | PTS: 1 | REF: p. 295 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: + | | |
| 18. ANS: T | PTS: 1 | REF: p. 93 | |
| NAT: AACSB Ethics AICPA Risk Analysis | | | KEY: Test Bank A |
| TYP: = | | | |
| 19. ANS: F | PTS: 1 | REF: p. 243 | NAT: AACSB Analytic AICPA Legal |
| KEY: Test Bank A | TYP: = | | |

20.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 245	NAT: AACSB Analytic AICPA Legal
21.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Analytic AICPA Legal
22.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 154	NAT: AACSB Reflective AICPA Legal
23.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 131	NAT: AACSB Analytic AICPA Legal
24.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 57	NAT: AACSB Analytic AICPA Legal
25.	ANS: F NAT: AACSB Ethics AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
26.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 334	NAT: AACSB Analytic AICPA Legal
27.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 362	NAT: AACSB Analytic AICPA Legal
28.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 222	NAT: AACSB Analytic AICPA Legal
29.	ANS: F NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 162	KEY: Test Bank A
30.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 7	NAT: AACSB Analytic AICPA Legal
31.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 139	NAT: AACSB Analytic AICPA Legal
32.	ANS: F KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 359	NAT: AACSB Analytic AICPA Legal
33.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
34.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 282	NAT: AACSB Analytic AICPA Legal
35.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 147	NAT: AACSB Analytic AICPA Legal
36.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 76	NAT: AACSB Analytic AICPA Legal
37.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
38.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 277	NAT: AACSB Reflective AICPA Legal
39.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 258	NAT: AACSB Analytic AICPA Legal
40.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 178	NAT: AACSB Reflective AICPA Legal
41.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
42.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 366	NAT: AACSB Analytic AICPA Legal

43.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 35	NAT: AACSB Analytic AICPA Legal
44.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Reflective AICPA Legal
45.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 263	NAT: AACSB Analytic AICPA Legal
46.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 76	KEY: Test Bank A
47.	ANS: T KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 371	NAT: AACSB Analytic AICPA Legal
48.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
49.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 137	NAT: AACSB Analytic AICPA Legal
50.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 278	NAT: AACSB Reflective AICPA Legal
51.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 291	NAT: AACSB Analytic AICPA Legal
52.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 186	NAT: AACSB Analytic AICPA Legal
53.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 179	NAT: AACSB Analytic AICPA Legal
54.	ANS: F KEY: Test Bank B	PTS: 1 TYP: +	REF: p. 361	NAT: AACSB Reflective AICPA Legal
55.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 34	NAT: AACSB Analytic AICPA Legal
56.	ANS: T NAT: AACSB Analytic AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 94	KEY: Test Bank A
57.	ANS: T KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 358	NAT: AACSB Analytic AICPA Legal
58.	ANS: T KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 127	NAT: AACSB Reflective AICPA Legal
59.	ANS: F KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 335	NAT: AACSB Reflective AICPA Legal
60.	ANS: T KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 39	NAT: AACSB Analytic AICPA Legal
61.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 246	NAT: AACSB Analytic AICPA Legal
62.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
63.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
64.	ANS: F KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 136	NAT: AACSB Analytic AICPA Legal
65.	ANS: F KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 79	NAT: AACSB Analytic AICPA Legal

66. ANS: T PTS: 1 REF: p. 207
NAT: AACSB Analytic | AICPA Critical Thinking KEY: Test Bank A
TYP: N
67. ANS: F PTS: 1 REF: p. 39
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
68. ANS: T PTS: 1 REF: p. 139
NAT: AACSB Analytic | AICPA Critical Thinking KEY: Test Bank A
TYP: N
69. ANS: T PTS: 1 REF: p. 335
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
70. ANS: T PTS: 1 REF: p. 122
KEY: Test Bank A TYP: + NAT: AACSB Reflective | AICPA Legal
71. ANS: T PTS: 1 REF: p. 94
NAT: AACSB Ethics | AICPA Critical Thinking KEY: Test Bank A
TYP: =
72. ANS: F PTS: 1 REF: p. 168
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
73. ANS: T PTS: 1 REF: p. 257
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
74. ANS: F PTS: 1 REF: p. 176
KEY: Test Bank A TYP: N NAT: AACSB Reflective | AICPA Legal
75. ANS: F PTS: 1 REF: p. 248
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
76. ANS: T PTS: 1 REF: p. 260
KEY: Test Bank A TYP: N NAT: AACSB Analytic | AICPA Legal
77. ANS: F PTS: 1 REF: p. 291
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
78. ANS: F PTS: 1 REF: p. 334
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
79. ANS: F PTS: 1 REF: p. 80
NAT: AACSB Reflective | AICPA Critical Thinking KEY: Test Bank A
TYP: +
80. ANS: F PTS: 1 REF: p. 362
KEY: Test Bank A TYP: + NAT: AACSB Reflective | AICPA Legal

MULTIPLE CHOICE

81. ANS: B PTS: 1 REF: p. 140
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
82. ANS: D PTS: 1 REF: p. 82
KEY: Test Bank A TYP: = NAT: AACSB Analytic | AICPA Legal
83. ANS: A PTS: 1 REF: p. 363
KEY: Test Bank A TYP: + NAT: AACSB Reflective | AICPA Legal
84. ANS: B PTS: 1 REF: p. 139
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal
85. ANS: A PTS: 1 REF: p. 5
KEY: Test Bank A TYP: = NAT: AACSB Reflective | AICPA Legal

86.	ANS: D	PTS: 1	REF: p. 207	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
87.	ANS: D	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
88.	ANS: B	PTS: 1	REF: p. 274	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
89.	ANS: D	PTS: 1	REF: p. 118	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: +		
90.	ANS: B	PTS: 1	REF: p. 372	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
91.	ANS: B	PTS: 1	REF: p. 334	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
92.	ANS: C	PTS: 1	REF: p. 363	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
93.	ANS: A	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: N		
94.	ANS: D	PTS: 1	REF: p. 33	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
95.	ANS: C	PTS: 1	REF: p. 35	
	NAT: AACSB Reflective AICPA Decision Modeling			KEY: Test Bank A
	TYP: =			
96.	ANS: A	PTS: 1	REF: p. 343	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
97.	ANS: B	PTS: 1	REF: p. 335	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
98.	ANS: A	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
99.	ANS: B	PTS: 1	REF: p. 361	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
100.	ANS: D	PTS: 1	REF: p. 368	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
101.	ANS: B	PTS: 1	REF: p. 80	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
102.	ANS: A	PTS: 1	REF: p. 56	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
103.	ANS: A	PTS: 1	REF: p. 375	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
104.	ANS: A	PTS: 1	REF: p. 38	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
105.	ANS: D	PTS: 1	REF: p. 101	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: +			
106.	ANS: B	PTS: 1	REF: p. 196	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
107.	ANS: B	PTS: 1	REF: p. 146	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		

108.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 361	NAT: AACSB Reflective AICPA Legal
109.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 243	NAT: AACSB Reflective AICPA Legal
110.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 248	NAT: AACSB Reflective AICPA Legal
111.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: =	PTS: 1	REF: p. 107	KEY: Test Bank A
112.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 144	NAT: AACSB Reflective AICPA Legal
113.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 249	NAT: AACSB Reflective AICPA Legal
114.	ANS: C KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 196	NAT: AACSB Reflective AICPA Legal
115.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 274	NAT: AACSB Reflective AICPA Legal
116.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 170	NAT: AACSB Reflective AICPA Legal
117.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 164	NAT: AACSB Reflective AICPA Legal
118.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 32	NAT: AACSB Reflective AICPA Legal
119.	ANS: A KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 217	NAT: AACSB Reflective AICPA Legal
120.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 257	NAT: AACSB Reflective AICPA Legal
121.	ANS: B KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 129	NAT: AACSB Reflective AICPA Legal
122.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 368	NAT: AACSB Reflective AICPA Legal
123.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 208	NAT: AACSB Reflective AICPA Legal
124.	ANS: D KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 74	NAT: AACSB Reflective AICPA Legal
125.	ANS: A NAT: AACSB Reflective AICPA Risk Analysis TYP: N	PTS: 1	REF: p. 89	KEY: Test Bank A
126.	ANS: B KEY: Test Bank B	PTS: 1 TYP: N	REF: p. 370	NAT: AACSB Reflective AICPA Legal
127.	ANS: B KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 158	NAT: AACSB Reflective AICPA Legal
128.	ANS: C KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 293	NAT: AACSB Reflective AICPA Legal
129.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 210	NAT: AACSB Reflective AICPA Legal
130.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 118	NAT: AACSB Reflective AICPA Legal

131.	ANS: B	PTS: 1	REF: p. 356	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
132.	ANS: D	PTS: 1	REF: p. 42	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
133.	ANS: A	PTS: 1	REF: p. 41	
	NAT: AACSB Reflective AICPA Risk Analysis			KEY: Test Bank A
	TYP: =			
134.	ANS: C	PTS: 1	REF: p. 141	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
135.	ANS: C	PTS: 1	REF: p. 334	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
136.	ANS: A	PTS: 1	REF: p. 257	
	NAT: AACSB Communication AICPA Legal			KEY: Test Bank A
	TYP: N			
137.	ANS: A	PTS: 1	REF: p. 34	
	NAT: AACSB Reflective AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
138.	ANS: A	PTS: 1	REF: p. 374	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
139.	ANS: A	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: =		
140.	ANS: C	PTS: 1	REF: p. 363	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank B	TYP: +		
141.	ANS: D	PTS: 1	REF: p. 291	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
142.	ANS: C	PTS: 1	REF: p. 67	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
143.	ANS: B	PTS: 1	REF: p. 7	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
144.	ANS: C	PTS: 1	REF: p. 45	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
145.	ANS: D	PTS: 1	REF: p. 256	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
146.	ANS: D	PTS: 1	REF: p. 53	
	NAT: AACSB Communication AICPA Critical Thinking			KEY: Test Bank A
	TYP: =			
147.	ANS: C	PTS: 1	REF: p. 345	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
148.	ANS: A	PTS: 1	REF: p. 163	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
149.	ANS: C	PTS: 1	REF: p. 168	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		
150.	ANS: A	PTS: 1	REF: p. 372	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: N		
151.	ANS: B	PTS: 1	REF: p. 296	NAT: AACSB Reflective AICPA Legal
	KEY: Test Bank A	TYP: =		

152.	ANS: B KEY: Test Bank A	PTS: 1 TYP: +	REF: p. 336	NAT: AACSB Reflective AICPA Legal
153.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 126	NAT: AACSB Reflective AICPA Legal
154.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 337	NAT: AACSB Reflective AICPA Legal
155.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
156.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 340	NAT: AACSB Reflective AICPA Legal
157.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 338	NAT: AACSB Reflective AICPA Legal
158.	ANS: D KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 7	NAT: AACSB Reflective AICPA Legal
159.	ANS: D KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 292	NAT: AACSB Reflective AICPA Legal
160.	ANS: A NAT: AACSB Reflective AICPA Critical Thinking TYP: N	PTS: 1	REF: p. 33	KEY: Test Bank A
161.	ANS: A KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 215	NAT: AACSB Reflective AICPA Legal
162.	ANS: C KEY: Test Bank A	PTS: 1 TYP: =	REF: p. 161	NAT: AACSB Reflective AICPA Legal
163.	ANS: A KEY: Test Bank A	PTS: 1 TYP: N	REF: p. 207	NAT: AACSB Analytic AICPA Legal

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

D 94.

 B 101.

 B 108.

 B 115.

 D 87.

 C 95.

 A 102.

 B 109.

 D 116.

 B 88.

 A 96.

 A 103.

 A 110.

 B 117.

 D 89.

 B 97.

 A 104.

 A 111.

 B 118.

 B 90.

 A 98.

 D 105.

 A 112.

 A 119.

 B 91.

 B 99.

 B 106.

 B 113.

 B 120.

 C 92.

 B 107.

 C 114.

 B 121.

 A 93.

 D 100.

D 122.

 C 128.

 C 135.

 A 148.

 C 142.

 D 129.

 A 136.

 C 149.

 B 123.

 B 143.

 B 130.

 A 137.

 D 124.

 C 144.

 B 131.

 A 150.

 A 125.

 A 138.

 D 145.

 B 151.

 D 132.

 A 139.

 D 146.

 B 126.

 B 152.

 A 133.

 C 140.

 C 147.

 B 127.

 C 134.

 D 141.

 A 153.

C 154.

 A 161.

 A 155.

 C 162.

 A 156.

 A 163.

 C 157.

 D 158.

 D 159.

 A 160.

Bus 241 - Spring 2013 -- - Final Exam [Version Map]

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

	A	B	C
TF	52	12	13
TF	53	32	30
TF	54	5	74
TF	55	8	35
TF	56	17	54
TF	57	50	34
TF	58	24	69
TF	59	33	36
TF	60	13	73
TF	61	66	58
TF	62	65	22
TF	63	22	76
TF	64	21	31
TF	65	42	12
TF	66	26	79
TF	67	80	67
TF	68	7	1
TF	69	69	78
TF	70	59	5
TF	71	3	62
TF	72	36	52
TF	73	15	61
TF	74	41	18
TF	75	44	39
TF	76	19	32
TF	77	45	64
TF	78	16	51
TF	79	39	72
TF	80	37	41
MC	81	85	101
MC	82	107	103
MC	83	97	121
MC	84	82	114
MC	85	123	116
MC	86	151	145
MC	87	127	115
MC	88	155	85
MC	89	105	129
MC	90	153	87
MC	91	154	88
MC	92	161	94
MC	93	87	162
MC	94	159	99
MC	95	100	108
MC	96	160	144
MC	97	91	118
MC	98	143	158
MC	99	88	155
MC	100	150	91
MC	101	140	138
MC	102	110	89

	A	B	C
MC	103	141	107
MC	104	128	112
MC	105	124	136
MC	106	139	95
MC	107	129	159
MC	108	125	131
MC	109	103	100
MC	110	102	149
MC	111	89	96
MC	112	81	140
MC	113	96	110
MC	114	145	147
MC	115	109	109
MC	116	146	142
MC	117	130	152
MC	118	136	163
MC	119	156	154
MC	120	116	128
MC	121	101	160
MC	122	152	134
MC	123	119	141
MC	124	163	125
MC	125	144	143
MC	126	115	146
MC	127	86	97
MC	128	121	105
MC	129	142	124
MC	130	90	93
MC	131	112	98
MC	132	120	135
MC	133	113	82
MC	134	162	161
MC	135	133	137
MC	136	137	92
MC	137	108	90
MC	138	98	86
MC	139	83	84
MC	140	94	104
MC	141	92	83
MC	142	132	133
MC	143	131	132
MC	144	95	111
MC	145	118	102
MC	146	104	122
MC	147	84	151
MC	148	99	156
MC	149	93	119
MC	150	134	113
MC	151	148	153
MC	152	126	81
MC	153	147	139

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	A	B	C
MC	154	106	120
MC	155	135	106
MC	156	158	126
MC	157	114	123
MC	158	138	148
MC	159	111	127
MC	160	149	157
MC	161	157	117
MC	162	117	130
MC	163	122	150